Fresno Economic Opportunities Commission

Request for Proposals (RFP)
Multiple-Site Solar Photovoltaic Systems
Fresno EOC Head Start Facilities
Proposal Reference: Head Start Solar

September 1, 2015

(1) SUMMARY STATEMENT

Fresno EOC is soliciting proposals from qualified and experienced Solar Contractors to design, fabricate, deliver, and install, five solar photovoltaic electric generating systems for its Head Start Facilities located in Fresno and Reedley, California. See Page 3, Site Locations, Table A, for the Head Start Facility installation locations.

Based upon the information presented in the Proposal, Fresno EOC's Selection Committee will choose the most highly-qualified Contractors. At the Committee's discretion, Contractors may have an opportunity to participate in an interview process, to discuss their Proposals, including the detailed scope of work, proposed fee and project schedule. After the interviews, the Selection Committee will identify the Contractor that can provide the greatest overall benefit to Fresno EOC.

(2) ABOUT FRESNO ECONOMIC OPPORTUNITIES COMMISSION (FRESNO EOC)

Founded in 1965, Fresno EOC has spent over four decades investing in people, helping them become self-sufficient. The scope of work provided by our Agency consists of almost all facets of human services and economic development. They range from Head Start, pre-school education to vocational training; from juvenile and drug abuse counseling to treatment for serious juvenile offenders; from youth recreation to senior citizen hot meal services; from energy conservation education to crisis intervention; from preventive health care to prenatal nutrition education; and from vocational counseling to job placement services.

Fresno EOC is a private, nonprofit 501(c) (3) corporation governed by a twenty-four (24) member tripartite Board of Commissioners under the auspices of the Economic Opportunity Act of 1964. Eight of those twenty-four members are public elected officials or their designee; eight members are from the business sector, public agencies, and community groups; the remaining eight members are elected low-income target area representatives from throughout Fresno County. We employ over 1,300 full and part-time staff members committed to transforming lives. Fresno EOC is considered the largest Community Action Agency in the country. With over 30 programs to serve the community, we bridge gaps with almost every aspect of the underserved population

(3) SCOPE OF WORK

Contractors must demonstrate the ability to perform the work described in the Scope of Work and have significant experience to perform the outlined work within budget and time schedule. The design and engineering of the solar PV system is to maximize the solar energy resources, taking into consideration the facility's electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, and other relevant factors.

- The scope of work provided by the Contractor shall include all tasks required to design, fabricate, deliver, and install a solar Photovoltaic (PV) system that stresses efficient operation, low maintenance and low operating losses.
- The scope of work shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, taxes, services, permit fees, and equipment necessary to produce a fully operational solar Photovoltaic system. Fresno EOC will become the signatory on applications, permits, and utility agreements only where necessary.
- The contractor will supply all equipment, materials, and labor necessary to install the solar PV systems and integrate them with other power sources. All costs associated with utility interconnection shall be borne by the awarded Contractor/Vendor drawings to include one (1) on CAD or PDF file for each installation site.
- The Contractor shall provide three (3) sets of operation, maintenance, and parts manuals for the solar PV system. The manual shall cover all components, options, and accessories supplied. It shall include maintenance, troubleshooting, and safety precautions specific to the supplied equipment.

Key Factors in Photovoltaic (PV) System Design

- Ease of maintenance and monitoring.
- Efficient operation.
- Savings to Investment Ratio (SIR).
- Overall system warranty.
- The technology and equipment meets or exceeds all current applicable, and environmental standards, as well as address any forth coming or proposed standards identified by regulators.
- The technology and equipment meets or exceeds all current applicable and safety and interconnection standards, as well as address any forth coming or proposed safety and interconnection standards identified by regulators.
- All equipment components must be UL certified, and meet existing facility structural and fire safety requirements.

Solar Arrays By Facility

- Franklin School
  - Canopy PV Solar System and,
  - Alternative Add Proposal
    - Install remove existing roofs and install new 20-year warranty roof systems to accommodate a solar array
    - Install Solar Rooftop Array

- Kings Canyon, Brooks, Dakota Circle, and Jefferson Head Start Facilities
  - Four (4) Rooftop PV Solar Systems

SITE LOCATIONS

Table A

Head Start Location	Site Reference--Google Map
Franklin School 1189 Martin Ave. Fresno, CA 93706 467-292-06T	https://www.google.com/maps/place/1189+Martin+Ave,+Fresno,+CA+93706/@36.722893,-119.810414,17z/data=!4m2!3m1!1s0x80946092faabfa8f:0x70e9d950105ad570 Canopy Array, and an alternative proposal Replacement of Existing Roof Systems with 20 year warranty materials and Install Roof Top Array
Kings Canyon 4995 E. Balch Ave. Fresno, CA 93727 463-393-17T	https://www.google.com/maps/place/4995+E+Balch+Ave,+Fresno,+CA+93727/@36.7390483,-119.7279329,17z/data=!3m1!4b1!4m2!3m1!1s0x80945ee463b38295:0x9d028e216f9b0590 Rooftop Array
Brooks 1504 N. Weber Ave. Fresno, CA 93728 450-071-035	https://www.google.com/maps/place/1504+N+Weber+Ave,+Fresno,+CA+93728/@36.762933,-119.8262887,17z/data=!3m1!4b1!4m2!3m1!1s0x8094672301e7fb8f:0x2c9d48ebd9ec236c Rooftop Array
Dakota Circle 4156 E. Dakota Ave. Fresno, CA 93726 437-090-058	https://www.google.com/maps/place/4156+E+Dakota+Ave,+Fresno,+CA+93726/@36.7863268,-119.7560367,17z/data=!3m1!4b1!4m2!3m1!1s0x80945db8450e07b3:0xc57eebed5199a4af Rooftop Array
Jefferson 1240 E. Washington Ave. Reedley, CA 93654 370-050-27T	https://www.google.com/maps/place/1240+E+Washington+Ave,+Reedley,+CA+93654/@36.591478,-119.4360394,17z/data=!4m7!1m4!3m3!1s0x8094e2940491abcf:0xa2b89daec5522f33!2s1240+E+Washington+Ave,+Reedley,+CA+93654!3b1!3m1!1s0x8094e2940491abcf:0xa2b89daec5522f33 Rooftop Array

(4) CONTENT OF PROPOSAL–SUBMISSION RESPONSES

General

Each Proposal must be in writing and should be concise, well organized, tailored to this RFP and demonstrate the Contractor's understanding of Fresno EOC's energy project's objectives in acquiring PV Systems that provide the greatest energy generation, the highest SIR return, the most comprehensive warranties on invertors and solar panels, and the lowest per watt cost. Contractors will be evaluated based on the information submitted in accordance to this RFP, together with other information that may be available to Fresno EOC. Responses must include all of the information specified below, and must set forth such information in the same order set forth below

Executive Summary

Provide an overview (maximum of two (2)-pages) of how the Contractor will develop a comprehensive multi-site consisting of four (4)- rooftop arrays and one (1)-canopy array *with an alternative add* of a new roof replacement and roof top array solar photovoltaic turnkey design, and implementation plan to meet Fresno EOC's Head Start Program objectives.

About The Contractor

- Provide the following information regarding the Contractor's legal name, the principal location of its business, and the name, title, address, telephone number, and e-mail address of the company's representative regarding the RFP.
- Contractor's legal form of entity (such as, sole proprietorship, partnership, corporation, joint venture, and the state of its incorporation. If Contractor is a joint venture or partnership, identify all members of the joint venture or partnership, identifying the party's roles and responsibilities.
- Number of years the Contractor has been engaged in solar energy projects,
- Evidence that Contractor is authorized to conduct business in the State of California,
- If company is a subsidiary or an affiliate of another company or companies, identify such other company or companies,

Contractor's Relevant Experience

Provide all of the following information, as it applies to your company. If an item is not applicable or if the information/experience is non-existent please note it in your proposal,

- List the energy conservation measures implemented in connection with past projects,
- Describe technical and financial analysis underwriting capability of energy measures and list the number of projects underwritten to date,
- Total cost in dollars of commercial solar energy projects installed by or through the Contractor's efforts during the last three (3) years. Include the total cost of commercial solar energy projects financed through solar energy service agreements and power purchase agreements,
- Total capacity in kilowatt hours ("kWh") saved or generated of energy projects implemented or installed to date through projects developed by the Contractor (both public and private projects),
- Overview of the Contractor's commercial office, school, industrial and agricultural, large multi-family grid-connected Photovoltaic (PV) experience,
- Breakdown by application (roof mounted, ground mounted, carport, etc.) installed to date,
- Average commercial grid-connected PV system size installed during the last three (3) years.

Contractor's Project Team

Provide the following information regarding the Project Team,

- Name of Contractor's project manager and a description of the person's experience as relevant to Fresno EOC's solar energy projects,
- Names of team members assigned to Fresno EOC's solar energy projects, identifying their roles and responsibilities please include an organizational chart,
- Brief description of team's ability to implement a successful solar energy program (history, performance of similar scope of services, etc.),
- History of past projects undertaken and completed by the team as a group or individually while employed by the Contractor,
- Resumes for key members of the Contractor's team, including key personnel of any subcontractors that Contractor proposes to use,
- Describe each circumstance in which the Contractor and subcontractors ever had a contract terminated for cause or convenience and include the reasons for termination.

Project Design

Please provide design plans and manufacturer's specifications with the following,

- System description
- Equipment details and description (includes manufacturer's warranty/guarantee information)
- Layout of installation and equipment
- Equipment procurement and installation specifications
- All engineering associated with structural and mounting details
- Performance of equipment components, and subsystems
- Integration of solar PV system with other power sources
- Electrical grid interconnection requirements
- Controls, monitors, and instrumentation
- System performance monitoring device

Contractor's Project References

List all commercial solar (PV) energy projects in California over the last five (5) years that exceed $750,000 in cost. Please include no less than the following,

- Type of project
- Exact role Contractor performed for project
- Location of project
- Customer name and contact information
- Date installed and date deemed operational
- Project cost (includes construction cost and all applicable soft costs)
- Kilowatt hours ("kWh") produced or saved since project designed and/or installed

Contractor's Engagement Model and Fee Structure to Include Prevailing Labor Rates

Describe in detail, including process, scope, and commitment points, the Contractor's engagement model and fee structure, (Federal prevailing Davis-Bacon wage rates apply to construction labor),

- Provide pricing for the Four (4) Rooftop Array Solar PV systems.
- Provide pricing for the One (1) Canopy Array Solar PV system
- Provide pricing for the Alternative Add New Roof Installation and Rooftop Array Solar PV system
- Pricing should include, taxes, permits, and other fees associated with the system's design, equipment and installation
- The Schedule of Rates (SOR) shall include each position proposed by your Contractor, whether you are submitting as a prime with sub-consultant(s), joint venture, or partnership
- The staffing plan shall consist of a descriptive list of personnel and the level of effort of each position for the duration of the installation and system warranty period

Contractor's Litigation and Claims History

Indicate whether there has been, within the preceding five (5) years, any occurrence of the situations described below and, if yes, describe in detail the circumstances surrounding each such situation and its outcome.

- The termination/default of the Contractor or any of its principal officers or owners of any contracts you involving, debarment, litigation, arbitration or mediation, settlement, or judgment entered within the last five (5) years involving your Contractor, joint venture partners, or sub-consultants.
- Federal Government disbarment.
- Convictions for filing false, deceptive or fraudulent statements in connection with any contract or project within the past five (5) years.

- Has the Contractor filed any claims and/or lawsuits against any public or private sector organizations in connection with any contracts or projects, if yes, describe the nature and the outcome of such claim and lawsuit.

Failure by a Contractor to disclose any such situations may result in a determination that the Contractor is ineligible to compete for, contract with, or perform any work in connection with Fresno EOC.

Schedule

Head Start facility licensing prohibits construction during its hours of operation. Contractors must be in a position to work, weekends, Head Start holidays, and evenings.

The Contractor shall provide a proposed schedule for completion of the project with a completion date of December 31, 2015.

Evaluation Criteria

Fresno EOC reserves the right to exercise discretion regarding the weight and priority of the evaluation criteria. Proposal evaluations will include, but not be limited to the following criteria,

- Proposal Packet 20 pts.
- Personnel and Staffing Resources 15 pts.,
- Experience & References 35 pts.
- Contractor's Engagement Model and Fee Structure 20 pts.
- Women/Disabled Veteran/Minority-Owned and/or Small Business 10 pts.

Conflict of Interest

Please provide a statement of conflicts your Contractor, sub-consulting Contractors, and/or key employees may have regarding these services. The statement should not only include actual conflicts, but also any perceived working relationships by disinterested parties as a conflict. If there are no potential conflicts of interest please state so.

Insurance Requirements

Fresno EOC will require that the selected Contractor have insurance in effect at all times during the term of this agreement and that the Contractor provide certificates of insurance indicating Fresno EOC, its employees, agents, and consultants as additional insured, and copies of policies as evidence that the insurance is in effect. The applicable insurance requirements and limits will be established by Fresno EOC during negotiations with the Contractor.

Women, Disabled Veteran, Minority-Owned and Small Businesses

Does your Contractor qualify as a woman, disabled veteran, minority-owned small business? If yes, provide publically certified documentation or a self-certification statement that is subject to examination.

(5) DIVERSITY

All bidders will be required to sign the attached Fresno EOC First Source Local and Minority Hiring Commitment (Exhibit 1), and Federal Equal Opportunities Certificate (General Conditions)

(6) MODIFICATION OR WITHDRAWAL OF RESPONSE

A Contractor may at any time withdraw its Proposal by providing written request for withdrawal to Fresno EOC. At any time prior to the deadline for Proposal submittal specified in this RFP, a Contractor may modify its Proposal by submitting the modified Proposal together with a written request to withdraw the original Proposal and replace it with the modified Proposal

(7) REJECTION OF CONTRACTOR'S PROPOSAL.

Fresno EOC reserves the right to not select any Contractor. Fresno EOC may request that one or more Contractors participate in an interview process. Fresno EOC's Board of Commissioners will have the authority to take action for the award of any contract, including but not limited to the right to reject any and all Contractors, to waive irregularity, and to sit and act as sole judge of the merit and qualifications of the Contractors.

(8) PROPOSAL EVALUATION AND INTERVIEWS

Fresno EOC Selection Committee will determine which, if any, Proposals are in Fresno EOC's overall best interest to accept. During the evaluation process, Fresno EOC may request additional information, clarifications, explanations and answers from any responding Contractor. Fresno EOC may request any or all Contractors to participate in a presentation and/or interviews in regard to their qualifications. Fresno EOC reserves the right to conduct negotiations with any number of Contractors, as determined by Fresno EOC, for entering into a contract, if any.

At the Committee's discretion, the Committee may invite those Contractors who best meet Fresno EOC's interests for an interview with the Selection Committee. For those Contractor's invited, the key proposed project team will be expected to attend the interview. The interview will be an opportunity for Fresno EOC's Selection Committee to review the Proposal, and other matters the Committee deems relevant to conduct its evaluation. The interview will start with an opportunity for the Contractor to present its Proposal and its project team.

Following the interviews, the Selection Committee will make a recommendation to the Chief Executive Officer regarding the candidates and will advise the CEO to award a contract. The criteria for these recommendations will include those identified above.

(9) QUESTIONS AND ANSWERS (Q & A)

Direct all questions regarding this RFP to Nathan Magsig, via email, nathan.magsig@fresnoeoc.org.

All questions and responses are public and posted in a timely manner on the Fresno EOC website homepage (www.fresnoeoc.org) under the "*Ongoing*" column. Fresno EOC will not accept questions after 1:00 PM, September 15, 2015. Unauthorized contact regarding this RFP with other Fresno EOC employees or board members may result in disqualification. Oral communications are unofficial

and non-binding. It is the responsibility of Contractors to check Fresno EOC's website for any amendments or Q & A's to this RFP.

(10) SUBMITTALS

Fresno EOC requires Contractors to submit both paper/hard copies and a digital file submissions. Fresno EOC will not accept Fax submittals.

- Please submit your Proposal Package to Fresno EOC. Submit One (1) original, and five (5) copies of your Proposal to the address below no later than 4:00 PM (Pacific Time), Friday, September 18, 2015.

  Nathan Magsig, Weatherization Director
  ATT: *Head Start Solar*
  Fresno Economic Opportunities Commission
  1920 Mariposa Mall, Suite 300
  Fresno, CA 93721

- Please submit a digital Proposal in a pdf format to, nathan magsig@fresnoeoc.org with subject line: *Head Start Solar*

Schedule and deadline dates

Date of RFP Notification,	September 01, 2015
Contractor Job Walk	September 08, 2015, 9:00 AM, (See www.fresnoeoc.org)
Deadline for Q & A's,	September 15, 2015, 1:00 PM
Deadline for Submitting Proposals	September 18, 2015, 4:00 PM
Opening Proposal Submittals,	September 21, 2015, 9:00 AM, (See www.fresnoeoc.org)
Proposal Reviews,	TBA
Interviews,	TBA

(11) PUBLIC OPENING OF PROPOSAL SUBMITTALS

Fresno EOC will hold a public meeting to Open Contractor's RFP Proposals on Monday, September 21, 2015, 9:00 AM, Fresno EOC 1920 Mariposa Mall, Suite 310, Fresno, CA, 93721

Request for Proposals (RFP)
Rooftop Solar Photovoltaic Systems
Fresno EOC Head Start Facilities
RFP Reference: Head Start Solar

Exhibit 1

FIRST SOURCE LOCAL AND MINORITY HIRING COMMITMENT (THE COMMITMENT)

Construction Companies contracting with Fresno EOC must sign a First Source Local and Minority Hiring Commitment agreement. By executing the Commitment, the contracting company agrees to acknowledge and investigate local hiring resources, and draw upon when possible local employment agencies such as, Fresno EOC's Employment and Training Program, Fresno EOC's Local Conservation Corps, Proteus, and similar such agencies as the first sources of hiring referrals for jobs created from this proposal. Contractors are not required to hire individuals referred to them under the Commitment, but should strongly consider them first in their hiring processes. The contracting company must sign this First Source Local and Minority Hiring Commitment agreement as a condition of the Proposal for The Head Start Solar Project.

_____ (Name of Company), hereby agrees that if awarded a contract with Fresno EOC, the contractor and its consultants will use or provide for the use of local employment agencies such as, Fresno EOC's Employment and Training Program, Fresno EOC's Local Conservation Corps, Proteus, and similar such agencies as the first sources of employee referrals for construction related and part-time and/or permanent full-time jobs that result in the contract execution from this Project submission.

The contracting company agrees to provide to local employment agencies information on job openings subcontracting opportunities, and the skills required for filling available jobs. The Company understands that local employment agencies will have the first opportunities to provide employee referrals until all jobs are filled. The Company will make every effort to hire qualified individuals referred by local employment agencies.

Name of Company: _____

Contracting Officer: _____

Date: _____

(Fresno EOC maintains a listing of "local employment agency resources".)

Request for Proposals (RFP)
Rooftop Solar Photovoltaic Systems
Fresno EOC Head Start Facilities
Proposal Reference: Head Start Solar

Exhibit 2

FRESNO ECONOMIC OPPORTUNMITIES COMMISSION
(Fresno EOC)
HEAD START PROGRAM
GENERAL CONDITIONS

The following will apply to All Proposals:

All bids must be typed or written in ink. No erasures permitted. Errors may be crossed out and corrections printed in ink, initialed by the person signing the bid.

All costs incurred in the preparation of this bid submitted in response to this request will be the sole responsibility of the bidder and will not be reimbursed by Fresno EOC Head Start-Preschool Program.

All materials submitted by the bidder in response to this bid shall become the property of Fresno EOC Head Start-Preschool Program and will not be returned.

ARTICLE 1. Bid Information:

Bids must be sealed and marked with the bid number and title, and received before to 4:00 PM. on the date specified on the Notice. All bids will be noted and stamped by time. Failure to do so may result in premature disclosure of your bid proposal. Late Bids will not be considered. Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. All bids must be dated and signed with the Firm's legal name and by a responsible officer or employee.

ARTICLE 2. Bid Form:

If provided, all proposals shall be made on the form attached. All items on the form should be filled out. Numbers should be stated in writing and figures, and the signatures of all individuals must be in longhand.

Failure to Bid, if for some you are not quoting return this sheet and state reason, or you name may be removed from the mailing list.

ARTICLE 3. Exceptions:

No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the specifications, except that explanations or alternate proposals

may be made on a separate sheet attached to the form of proposal.

ARTICLE 4. Unit Prices:

Unit prices work *as specified or required shall be submitted*. Additions to or deductions from the contract sum shall be based on these unit prices. However, none will be acceptable that are definitely above and beyond a fair and just amount and will be subject to reasonable adjustment before the signing of the contract.

For Construction Contracts Davis Bacon Wages (prevailing wage) must be used.

ARTICLE 5. Equal Employment Opportunities: (Signed at Contact Execution)

Bidder, if awarded the Contract will comply with all Federal statutes relating to non-discrimination; these include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex: (c) Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P>L> 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of Alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42-U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drub abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements on any other non-discrimination Statutes which may apply to the application. These requirements shall apply to but are not limited to the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for; and k) Title 41 Code of Federal Regulations, Chapter 60, providing a Drug Free Workplace.

Company Authorized Signature; _____

Title: _____Date: _____

ARTICLE 6. Opening of Proposals:

Opening of proposals shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

Bids shall be opened publicly in the presence of attendees, if any, at the time and place designated in the bid. The amount of each bid and such other relevant information Fresno

EOC deems appropriate together with the name of each bidder shall be recorded; the record of each bid shall be open to the public inspection at the bid opening and details after an aware decision has been made.

ARTICLE 7. Form of Contract:

The successful bidder must enter into a written contract for the services with Fresno EOC Head Start upon award.

ARTICLE 8. Addenda:

All addenda if any issued before the day and hour of the bid opening shall form a part of the specifications.

ARTICLE 9. Definitions:

Responsible - A bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract.
Responsive - A bid that meets all of the specifications set in the request for bid proposal.

ARTICLE 10. Evidence of Responsibility:

Upon request of the Fresno EOC, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the Fresno EOC satisfactory evidence showing the bidder's financial resources, experience and organization.

ARTICLE 11. Award of Contract:

Unless bidder give notice of all or none award in quotation, Fresno EOC may accept any item or group of items of bid, or award on the basis of total bid.

The contract award will be awarded to the responsible Contractor whose service, delivery and cost is most compatible with the Fresno EOC. Consideration shall be given to such matters as Contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. The Fresno EOC will be the sole judge in making this determination. Fresno EOC shall enter into contract with the successful bidder, after being approved by the Fresno EOC Board of Directors, if applicable.

Efforts will be made by Fresno EOC to utilize Small Business and Minority-Owned Businesses, with the consideration that the primary responsibility of this consideration is one, which is most favorable to Fresno EOC. A bidder qualifies as a small business firm if

it meets the definition of "Small Business" as established by the Small Business Administration (13 CFR 121.3-8), by having annual receipts for the last three fiscal years of less than four million dollars ($4,000,000.00).

The Fresno EOC reserves the right to reject any and all bids and to waive informalities or

irregularities in bids. Rejection of any or all proposals, to contract work with whomever and in whatever manner, to contract or not for alternate items as specified on bid form, or waiver of any informality in receiving of bids is reserved as the right of the Fresno EOC. Before the contract is awarded, the Fresno EOC may, at its sole discretion, require from the proposed Contractor, further evidence of the reasonable qualifications of such Contractor to faithfully, capably, and reasonably perform such proposed contract and may consider such evidence before making its decision on the award of such proposed contract.

ARTICLE 12. Disbarment:

Firms disbarred by the Federal Government are not eligible to participate in this procurement process.

ARTICLE 13. Substitution of Materials:

All materials are mentioned in the Proposal meet or exceed Industry standards. Should the Firm receiving the contract award desire to substitute materials or methods for those specified, the Firm shall request in writing the Firm's justification and pricing for material substitutions. Fresno EOC has the right to negotiate any material or methods substitution.

ARTICLE 14. Payments:

Payments to the Contractor on account of the contract shall be made in accordance with the terms of the Contract. Payment of Contractor's invoice shall be contingent upon Fresno EOC approval of invoices.

ARTICLE 15. Taxes:

The Fresno EOC is exempt from payment of Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as Fresno EOC.

Charges for transportation containers, packing, etc, will not be paid unless specified in quotation.

ARTICLE 16. Contractor Not Officer, Employee or Agent of the Fresno EOC:

While engaged in carrying out the terms and conditions of the Contract, the Contractor is an independent Contractor, and not an Officer, Employee or Agent of the Fresno EOC.

ARTICLE 17. Conflict of Interest:

Federal Regulations (24CFR85.36(b)) no employee, officer, or agent of the Fresno EOC shall participate in selection or in the award or administration of an Agreement supported by Federal funds; if a conflict of Interest, real or apparent, would be involved.

ARTICLE 18. Contractor:

Warrants that no person or entity has been employed or retained to solicit or secure this bid in consideration for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, Fresno EOC has the right to terminate without liability or, in its discretion, to deduct from the Contractor's compensation, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

ARTICLE 19. Rights and Remedies of Fresno EOC for Default:

In case of default by the Contractor, Fresno EOC may procure the articles of service from another source and may recover the loss occasioned thereby from any unpaid balance due to the Contractor or by proceedings against vendor, if any, or by suit against vendor. The prices paid by Fresno EOC shall be considered the prevailing market price at the time such purchase is made.

ARTICLE 20. Special Conditions to Supersede General Cconditions.

ARTICLE 21. Definitions:

A. Action of the governing board is a vote of a majority of the membership in a lawful meeting.
B. Addenda are the changes in specifications, and other Contract Documents which have been authorized in writing by Fresno EOC, and which alter, explain or clarify the Contract Documents prior to the bid deadline.
C. Approval means written authorization by Fresno EOC for specific applications within the Contract.
D. Contractor or Fresno EOC is those mentioned as such in the Agreement ("Contractor," "Fresno EOC". Throughout the Contract Documents, they are treated as if they are of singular number and neuter gender.
E. Day as used in the Contract Documents shall mean calendar day.
F. Locality in which the work is performed means the county in which work is performed.
G. Service is the undertaking planned by Fresno EOC and Contractor as provided in the Contract Documents.
H. Provide includes "provide complete in place," "everything required to complete the contract".

ARTICLE 22. Specifications:

Questions regarding interpretation of specifications shall be clarified by:
Should the Contractor commence work on any part without seeking clarification, Contractor waives any claim of the contract or damages as a result of any ambiguity, conflict, or lack of information.

Execution of the Contract by the Fresno EOC is a representation that the Contractor understands the work to be performed.

ARTICLE 23. Copies Furnished:

Contractor will provide three (3) packets of the bid and specifications free of charge to the Fresno EOC's.

ARTICLE 24. Copyright Information

All specifications, other incidental materials and Contract Documents and copies thereof furnished by Fresno EOC is the property of Fresno EOC.

ARTICLE 25. Patent Indemnity

The Contractor shall hold the Fresno EOC , its, officers, agents, servants, and employees, harmless from liabilities of any nature or kind on account of use of any copy or uncopyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.

ARTICLE 27. Assignment:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the Contract may, at the option of the Fresno EOC , be terminated, revoked and annulled, and the Fresno EOC shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

ARTICLE 26. Claims for Damages:

If Contractor claims compensation for any damage allegedly sustained by reason of any acts of Fresno EOC or its agents, or employees, Contractor shall submit to Fresno EOC a written statement of the damage sustained within five (5) days after sustaining the damage. In addition, on or before the 15th day of the month after the month in which the damage was sustained, Contractor shall file with Fresno EOC an itemized statement indicating the factual basis in support of its claim and the amount of damage. If Contractor fails to comply with either provision of this Article concerning the submission of written statements, it waives any claim for compensation and shall not be entitled to consideration for payment on account of any such damage.

ARTICLE 27. Fresno EOC's Right to Terminate Contract:

A. If Contractor refuses or fails to pursue or complete the service/project, or any part thereof, with sufficient diligence to ensure its completion within the time specified, or any extension, or fails to complete the Project within the time required, or if Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor under Title 11 of the United States Code, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should refuse or fail to supply enough properly skilled workers or proper materials to complete the Work in the time specified, except in cases for which extension of time is provided, or if Contractor should fail to make prompt payment to subcontractors for material or labor, or disregard laws, ordinances, or instructions of Fresno EOC, or if Contractor or its subcontractors should violate any of the provisions of the Contract, Fresno EOC may serve written notice of its intention to terminate the Contract upon Contractor and its surety, without prejudice to any

other right or remedy. The notice shall contain the reasons for termination. Unless the condition or violation ceases and arrangements satisfactory to Fresno EOC for correction are made within 10 days after the service of the notice, the Contract shall terminate upon expiration of said 10-day period. In that case, Contractor shall not be entitled to receive any further payment until the Project is completed. In the event of termination, Fresno EOC shall immediately serve written notice upon surety and Contractor and surety shall have the right to take over and perform the Contract, provided, however, that if within seven (7) days after service upon surety of the notice of termination, surety does not give Fresno EOC written notice of its intention to take over and perform the Contract and does not commence performance within 15 days after the date of service of the notice of termination by Fresno EOC on surety, Fresno EOC may take over and complete the work by contract or by any other method it deems advisable for the account and at the expense of Contractor. Contractor and its surety shall be liable to Fresno EOC for any excess cost or other damages incurred by Fresno EOC. If Fresno EOC takes over the work, as provided above, Fresno EOC may take possession of and utilize, in completing the Project any materials, appliances, equipment and other property belonging to the Contractor on the work site necessary for completion of the Project without liability.

B. If the expense of finishing the Project, including compensation for additional architectural, managerial, administrative and/or legal services, shall exceed the unpaid balance of the Contract, Contractor shall pay the difference to Fresno EOC. Expense incurred by Fresno EOC, as herein provided, and damage incurred through Contractor's default, shall be certified to Fresno EOC by ARCHITECT. If the unpaid balance under the Contract will exceed the expense of finishing the Project, including compensation for additional architectural, managerial, administrative and/or legal services, such excess shall be paid to Contractor.

C. These provisions are in addition to and not a limitation on any other rights or remedies available to the Fresno EOC.

ARTICLE 28. Notice and Service:

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving the notice or by a duly authorized representative of the party. Any notice shall not be effective for any purpose unless served in one of the following ways:

A. If notice is given to Fresno EOC, it shall be given by personal delivery to Fresno EOC, or by depositing it in the United States mail, enclosed in a sealed envelope addressed to Fresno EOC and sent by registered or certified mail with postage prepaid.

B. If notice is given to Contractor, it shall be given by personal delivery to Contractor's Representative of the project, by depositing it in the United States mail, enclosed in a sealed envelope addressed to Contractor at Contractor's regular place of business, or at any other address which may have been established for the conduct of work under the Contract and sent by registered or certified mail with postage prepaid.

ARTICLE 29. Workers' Compensation Insurance

During the term of the Contract, Contractor shall provide workers' compensation insurance for all of Contractor's employees engaged in work under the Contract. Contractor shall file with the Fresno EOC a certificate of workers' compensation coverage.

ARTICLE 30. Public Liability and Property Damage Insurance

During the term of the Contract, Contractor shall secure and maintain public liability and property damage insurance in amounts provided in the Special Conditions of the bid to protect Contractor, the Fresno EOC and its officers, agents, employees and governing board members from all claims for personal injury, including accidental death, as well as from all claims for property damage arising out of Contractor's performance of the Contract.

ARTICLE 31. Proof of Insurance

Contractor shall not commence work under the Contract until Contractor has obtained all required insurance and certificates, which shall be delivered, to and approved by Fresno EOC.

ARTICLE 32. Laws and Regulations

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the work required by the Contract. Contractor shall bear all costs arising from any violations.

ARTICLE 33. Permits and Licenses

Permits, licenses, and certificates necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified. Contractor shall, and shall likewise, require that all Contractors maintain licenses in effect as required by law during the term of the Contract.

ARTICLE 34. Indemnification

Contractor shall indemnify, hold harmless and, defend Fresno EOC , its governing board, officers, agents and employees, from and against any and all suits, actions, claims, demands, damages, liabilities, costs and expenses, including attorney fees and costs, arising out of or in any manner related to any act, omission, or negligence of Contractor, or anyone acting under Contractor's direction, control, or on its behalf, in connection with or incident to its performance of or failure to perform the Contract or, when such claims, suits, losses, damages or expenses have been incurred or alleged to have incurred.

The foregoing provisions of this Article shall continue to remain in full force and effect following termination and/or completion of the Contract.

ARTICLE 35. Materials

A. Except as otherwise specifically stated in the Contract, Contractor shall provide and pay for all materials, supplies, labor, tools, equipment, water, light, power, transportation, supervision, of every kind and all other services and facilities necessary to perform and complete the Contract.
B. Unless otherwise specified, all materials shall be new and of good quality.
C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the Contract and shall be properly stored and protected. Contractor shall be solely responsible for any damage or loss by weather or other causes to materials or work under the Contract.

ARTICLE 36. Substitutions

A. Whenever any material, process, or article is indicated or specified by grade, patent, brand name, trade name or proprietary name, or by name of manufacturer, in the specifications, that specification shall be deemed to be used for the purpose of facilitating the description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Unless otherwise stated, Contractor may propose to use any material, process, or article which is substantially equal to or better in every respect to that indicated or specified. If the material, process, or article offered by Contractor is not substantially equal to or better in every respect to that specified, in the opinion of the Fresno EOC, Contractor shall furnish the material, process, or article specified. The decision of the Fresno EOC to accept or deny any request for substitution shall be final and binding.
B. In the event Contractor furnishes any material, process or article more expensive than that specified, the difference in cost of the material, process or article so furnished shall be borne by Contractor.

ARTICLE 37. Submittals and Samples

A. Contractor shall furnish for approval, following award of the Contract, all samples as required in the specifications together with catalogs and supporting data to Fresno EOC. This provision shall not authorize any extension of time for performance of the contract.
B. Unless otherwise specified, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
C. Samples shall, upon demand of Fresno EOC, be submitted for tests or examinations and considered before incorporation of same into the Work. Contractor shall be solely responsible for any delays due to samples not being submitted in time to allow for testing.

ARTICLE 38. Provisions Required by Law Deemed Inserted

Every provision of law and clause required by law to be inserted in the Contract shall be read and enforced as though it were included and if through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject, which are in effect as of the date of the Contract, and any later changes, which do not materially and substantially alter the positions of the parties.

ARTICLE 39. Communications

Fresno EOC shall issue all instructions to the Contractor at it place of business as specified in the contract documents. (Refer to RFP Document)

ARTICLE 40. Severability

If a court of competent jurisdiction holds any provision of the Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE 41. Amendments

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

ARTICLE 42. Status of Contractor

Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract documents. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Fresno EOC and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees, shall not be entitled to any rights or privileges of Fresno EOC employees and shall not be considered, in any manner, to be Fresno EOC employees.

ARTICLE 43. Prohibited Interests

No official of Fresno EOC who is authorized in such capacity and on behalf of Fresno EOC to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting shall become, directly or indirectly, financially interested in the Contract or in any part there of.

ARTICLE 44. Audit

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the Fresno EOC , the Contractor, or any Contractor connected with the performance of the Contract involving the expenditure of public funds in excess of $10,000 including, but not limited to, the costs of administration of the Contract, shall be subject to, at the request of the Fresno EOC , the examination and audit of the HHS Auditor or as part of any audit of the Fresno EOC for a period of seven (7) years after final payment is made under the Contract.