

NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the Sacramento City Unified School District ("District") will receive electronic submission quotes for the following project, **SERNA EMERGENCY BACKUP GENERATOR**, Bid No. **0825-417**, Bid Package **0825-417** ("Project" or "Contract"). The Project consists of equipment necessary to for an emergency backup generator at the Serna District Office. Specifications are available as of July 28, 2022, and may be downloaded from the District's website, www.scusd.edu/contracts-department and eBldr (www.e-builder.net).

Electronic quotes will be submitted electronically through e-Builder. The bids will be received until 2:00 p.m., August 11, 2022.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Sacramento City Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general contract, or work described in general, ("Work") for the following project:

SERNA EMERGENCY BACKUP GENERATOR ("Project").

2. District is requesting a proposal on a Caterpillar D600GC – C18 – 600kW Diesel Powered Generator Set and to include CGTRUONE – 1200A Automatic Transfer Switch and/or equal. This generator **MUST** be applicable to all state EPA regulations.
3. District will receive electronic submission of quotes from Bidders as stipulated in the Notice to Bidders.
 - a. Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be electronically submitted to the following email address: tina-alvarez-bevens@scusd.edu, by date and time shown in the Notice to Bidders.
 - c. Each bidder is solely responsible for timely submission of its quote; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof.
 - d. Bid emails must attach all documents as required herein.
4. Bidders are advised that on the date that bids are opened, the District Offices will **not** be open to bidders or their representatives.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. Bidders must submit Bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit the following documents with the Bid Form and Proposal:
 - a. Non-Collusion Declaration
 - b. Buy American Certification
 - c. Literature and specifications
 - d. Lead time(s)
10. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. In the event all Bids exceed the informal bid threshold of \$200,000, the District's Governing Board may elect to pass a resolution to award the Contract at \$212,500 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).
 - a. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.
11. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

END OF DOCUMENT

D600GC – C18 - 600kW Diesel Powered Generator Set

EMERGENCY/STANDBY POWER APPLICATION

EPA STATIONARY EMERGENCY

UL2200 Listing - IBC SEISMIC CERT OF COMPLIANCE

C18 D600GC - 60HZ 480 VOLT (WYE) - 600ekW, 60Hz, 1800rpm

ADEM A4 GOVERNOR

CONTROL PANEL

GCCP 1.2 CONTROL PANEL (RHS Mounted)

GCCP1.2 Controller Features:

- 4-line back-lit LCD text display
- Multiple display languages
- Five-key menu navigation
- LCD alarm indication
- Customisable power-up text and images
- Data logging facility
- Internal PLC editor
- Protections disable feature
- Fully configurable via PC using USB & RS485 communication
- Front panel configuration with PIN protection
- Power save mode
- 3-phase generator sensing and protection
- Generator current and power monitoring (kW, kvar, kVA, pf)
- kW and kvar overload and reverse power alarms
- Over current protection
- Unbalanced load protection
- Breaker control via fascia buttons
- Fuel and start outputs configurable when using CAN
- 6 configurable DC outputs
- Support for 0 V to 10 V & 4 mA to 20 mA sensors
- 8 configurable digital inputs

Power Systems Division

- 4 configurable analogue/digital inputs
- CAN, MPU and alternator frequency speed sensing in one variant
- Real time clock
- Manual and automatic fuel pump control
- Engine pre-heat and post-heat functions
- Engine run-time scheduler
- Engine idle control for starting & stopping
- Fuel usage monitor and low fuel level alarms
- MODBUS RTU support with configurable MODBUS pages.
- 3 configurable maintenance alarms

NFPA BUNDLE

PERMANENT MAGNET (PM)

ALT M3175L4 SE DW - 105C TEMP RISE OVER 40C AMB – SPACE HEATER

GOLD 5-YEAR 2000HR STANDBY EXTENDED SERVICE COVERAGE (ESC)

REMOTE NFPA ANNUNCIATOR

INPUT EXPANSION MODULE - OUTPUT EXPANSION MODULE

1200A MAIN SINGLE MANUAL CB LS/I - BREAKER AUXILIARY CONTACTS

REMOTE E-STOP BUTTON

OUTPUT EXPANSION MODULE

INPUT EXPANSION MODULE

REMOTE E-STOP BUTTON

STANDARD ENCLOSURE ISOLATORS

C18 SOUND ATTENUATED LEVEL 2 ENCLOSURE (WHITE) w/MUFFLER

Level II Sound Enclosure Rated at 73dBA @ 23 Feet - ENCLOSURE LIGHTS

GEN RUNNING & FAULT RELAY

PANEL MOUNTED AUDIBLE ALARM

100A LOAD CENTER - 20A GFCI (CONTROLS SIDE)

EXTERNAL EMERGENCY STOP

C18 EXTENDED SUB-BASE FUEL TANK (24HR) 1024 USEABLE GALLONS - UL142

5 GALLON SPILL CONTAINMENT

AUDIO & FUEL ALARM (90% LEVEL)

INTEGRATED VOLTAGE REGULATOR..

BATTERY CHARGER 10 AMP DUAL

1000CCA WET LEAD ACID BATTERY 90A/HR INSTALLED

JACKET WATER HTR (PUMP STYLE)

PGS TEST REPORT @ 0.8 PF - ALTERNATOR TEST REPORT

Start-up with a 2-Hour Resistive Load Bank Test – Training Included

CGTRUONE – 1200A Automatic Transfer Switch

TRUONE CG CONTROLLER

DELAYED TRANSITION

STANDARD - NO BYPASS

NEMA 1 ENCLOSURE

1200 AMPS

MECHANICAL LUGS - STANDARD

208 - 480V; 50/60Hz

THREE PHASE

SWITCHED NEUTRAL (4 POLE)

CONTACTOR

TRUONE 12-#2-600M CABLES

MODBUS RTU + 2 IO

2 NO and 2 NC

BID FORM AND PROPOSAL

To: Governing Board of Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 0825-417 ("Work") for the following project known as:

Serna Emergency Backup Generator

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$ _____
600 Kw DIESEL POWERED GENERATOR SET	
_____ dollars	\$ _____
1200A AUTOMATIC TRANSFER SWITCH	
	\$ _____
	TOTAL AMOUNT

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END OF DOCUMENT

COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: _____

The California Department of Public Health (“CDPH”) requires, pursuant to its August 11, 2021, Order (“Order”), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

_____ has verified that the Contractor personnel providing services at District’s Project site(s):

- Have all been fully vaccinated in accordance with the CDPH Order.
- Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District’s Project site will need to comply with the CDPH Order’s COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor’s _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

SITE: Serna District Office

PROJECT: Serna Emergency Backup Generator

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], California.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

BUY AMERICAN CERTIFICATION
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT/CONTRACT NO.: 0825-417, Serna Emergency Backup Generator, Site: Serna Center between

Sacramento City Unified School District ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because: (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

CERTIFICATION

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, _____, certify that I am the Contractor's _____

_____ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SPECIAL CONDITIONS

1. MITIGATION MEASURES

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)

2. MODERNIZATION PROJECTS

- A. **Access.** Access to the buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while work is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.
- B. **Master Key.** Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- C. **Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- D. **Maintaining Utilities.** The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- E. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
- F. **Work During Instructional Time.** By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to

the school up to, and including, rescheduling specific work activities, at no additional cost to District.

3. SUBSTITUTION FOR SPECIFIED ITEMS

- A. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
- B. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- C. A Request for a Substitution shall be submitted as follows:
 - 1. Contractor shall notify the District in writing of any request for a substitution at least **ten (10)** days prior to bid opening as indicated in the Instructions to Bidders.
 - 2. Requests for Substitutions after award of the Contract shall be submitted within **5 days** after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:
 - 3. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - a. Available maintenance, repair or replacement services;
 - b. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 - c. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
 - d. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
 - 4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
 - a. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose

and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

- b. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
- c. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- d. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- e. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- f. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- g. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- h. Contractor shall be responsible for any costs the District incurs for professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

4 **WEATHER DAYS**

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January		July	<u>0</u>
February		August	<u>0</u>
March		September	<u>0</u>
April		October	<u>1</u>
May		November	<u>4</u>
June	<u>0</u>	December	<u>7</u>

5 CERTIFICATION OF ELIGIBILITY.

By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

END OF DOCUMENT