

**COUNTY OF LAKE****Public Services Dept.**

333 Second Street

Lakeport, CA 95453

Telephone (707) 262-1618

FAX (707) 262-0973

Lars Ewing

Director

Kati Galvani

Deputy Director

DATE: 07/23/2019Purchase Order No. PS2019-05 072319This is an original orderReference. BID NO. PS2019-05

All prices listed below are F.O.B. delivery point

Department. Public Services Dept.Delivery Point. Various Delivery PointsSee Invitation for Bids

• (Contractor Name and Address TBD) •

• Delivery Date See Invitation for Bids

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	Provide equipment as specified in bid PS2019-05		
	Invoice must be mailed to: Public Services Dept. 333 Second Street Lakeport, CA 95453		\$ TBD
		Total:	\$TBD

ASSISTANT PURCHASING AGENT

By _____
Lars Ewing, Director



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COUNTY OF LAKE
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

Invitation for Bid No. PS2019-05

Supply Emergency Standby Generators and Transfer Switches for five (5) County Facilities

The Lake County Public Services Department (LCPSD) are requesting bids from qualified generator providers to supply generators and automatic transfer switches for standby emergency power to five (5) separate County of Lake Facilities listed under project description.

Fully completed and signed bids, subject to the terms and conditions set forth herein, will be received, either by personal delivery or regular mail, by the County Purchasing Division, located at Room 113 of the County Courthouse at 255 North Forbes Street, Lakeport, California, until 9:00 AM on Tuesday, July 23, 2019, at which time they will be publicly opened. All bids must utilize the attached Bid Schedule (Exhibit A). Each bid must be submitted in a sealed envelope with bid number and bidders name shown on the outside.

PROJECT DESCRIPTION

The County of Lake is currently seeking bids for five (5) generators and transfer switches in accordance with the specifications, terms, and conditions herein.. The generators and transfer switches will be utilized at each location as an emergency source for backup power.

One (1) - Kohler model 38RCLB Generator

- Propane vapor at 38kW output
- 1800-rpm Kohler 2.2-liter
- Turbocharged 4-cycle water cooled engine
- 120/240-volts
- 158-amps on 240
- Single phase
- 60HZ
- UL2200 listed
- RDC2 digital control panel
- EPA certified engine
- Model 4D8.3 alternator
- 12-lead
- Brushless 12-lead alternator with broad range voltage connection
- Electronic governor with regulation at 1% steady state
- One step load acceptance at 100% standby rating
- 1% voltage regulation no load to full load
- Total harmonic distortion from no load to full load with linear load is less than 4%, sustained short circuit current of up to 300% of the rated current for up to 10 seconds, sound attenuated aluminum weather housing (wind rated at 181mph) rated 61-dBA at rated load based at 23-feet, exercising at 54-dBA at 23-feet
- Internal mounted silencer with flexible exhaust connector
- Lockable door latches
- Oil drain extension
- Starting battery
- Rack & cables
- Battery charger
- Block heater
- Flexible fuel line shipped loose
- Mainline 3-pole circuit breaker to match output load
- Oncue Plus remote monitoring with hardwire internet connection
- 5-year limited factory warranty.

ASCO series 300 automatic transfer switch, open transition, rated 200-amps, 120/240-volts, single phase, 2-poles, in a NEMA-3R outdoor enclosure. Includes group "G" controller, graphical LCD display, UL1008 listed, meets NFPA-110, NEC articles 700, 701, & 702. Has adjustable time delays, in-phase monitor, exerciser clock, 72EE which includes 11BE feature, and 2-year factory warranty.

Delivery Point - 420 Second St. Lakeport, CA 95453

One (1) - Hipower model HFW350-T6U - Generator

- Diesel fuel
- 350kW output
- 1800-rpm FPT Iveco 6-cylinder
- 12.88-liter

- Turbocharged & aftercooled tier-3 water cooled engine
- 277/480-volts
- 525-amps output on 480-volts
- 3-phase
- 60HZ
- UL2200 certified
- Deep Sea model 7310 digital control panel
- Stamford Newage model HCI544D alternator
- Brushless 12-lead alternator with broad range voltage connection
- Electronic governor, 1% voltage regulation no load to full load, rated load in one step, sound attenuated weather housing rated 72-dBA at 23-feet
- Internal mounted silencer with flexible exhaust connector
- Emergency stop switch
- Oil drain extension
- Starting battery, rack & cables, battery charger
- Block heater
- Mainline 3-pole circuit breaker to match output load, 1200-gallon UL142 base tank (48-hour)
- 2-year limited factory warranty.

ASCO series 300 automatic transfer switch, service entrance rated, open transition, rated 600-amps, 277/480-volts, 3-phase, 3-poles, in a NEMA-3R outdoor enclosure. Includes group "G" controller, graphical LCD display, UL1008 listed, meets NFPA-110, NEC articles 700, 701, & 702. Has adjustable time delays, in-phase monitor, exerciser clock, 72EE which includes 11BE feature, and 2-year factory limited warranty.

Delivery Point – 15975 Anderson Ranch Parkway, Lower Lake, CA 95457

Three (3) - Kohler model 100ERESD Generator

- Propane vapor at 100kW output
- 1800-rpm General Motors 5.7-liter
- Turbocharged 4-cycle water cooled engine
- 120/208-volts
- 347-amps on 208
- 3-phase
- 60HZ
- UL2200 listed
- APM402 digital control panel that supports Modbus protocol
- EPA certified engine with 3-way exhaust catalyst
- Permanent magnet excited alternator
- Brushless 12-lead alternator with broad range voltage connection
- Electronic governor with regulation at half of 1% steady state
- One step load acceptance at 100% standby rating, half of 1% voltage regulation no load to full load, total harmonic distortion from no load to full load with linear load is less than 3.3%, sustained short circuit current of up to 300% of the rated current for up to 10 seconds, sound attenuated weather housing rated 71-dBA at 8-point average with full load
- Internal mounted critical grade silencer with flexible exhaust connector
- Lockable flush mounted door latches
- Local emergency stop switch
- Oil drain extension

- Starting battery, rack & cables, battery charger, block heater, flexible fuel line shipped loose
- Mainline 3-pole circuit breaker to match output load
- One year limited factory warranty.

ASCO series 300 automatic transfer switch, open transition, rated 600-amps, 120/208-volts, 3-phase, 3-poles, in a NEMA-3R outdoor enclosure. Includes group "G" controller, graphical LCD display, UL1008 listed, meets NFPA-110, NEC articles 700, 701, & 702. Has adjustable time delays, in-phase monitor, exerciser clock, 72EE which includes 11BE feature, and 2-year factory warranty.

Delivery Points –

1. 3980 Gard St. Kelseyville, CA 95451
 2. 4949 Helbush, Lakeport, CA 95453
 3. 7000B South Center Drive Clearlake, CA 95422
-

TERMS AND CONDITIONS

- 1) **Method of Payment:** This work will be paid for in a lump sum at completion of work.
- 2) **Project Commencement:** Vendor shall order within 3 days after execution of contract or purchase order, by and between approved Bidder and the County of Lake, and shall be delivered within agreed upon amount of time in contract or purchase order, unless some other schedule has been approved by the Public Services Department representative.
- 3) **Project Completion:** Supplier will deliver the materials to each site as agreed upon at the time of fully executed agreement.
- 4) **Non-Collusion Affidavit:** The following Non-collusion Affidavit is part of this Bid. The bidder's execution on the signature portion of this bid shall constitute an endorsement and execution of the following Non-collusion Affidavit and all other certifications which are a part of this bid. Violation thereof shall render void any such bid.

Bidder declares that the bid is not made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded or conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed project; that all statements contained in the bid are true; and, further that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid, depository, or to any member or agent thereof to effectuate a collusive or sham bid.

- 5) **Bid Award:** Award will be recommended to the lowest responsive, responsible and qualified bidder that meet or exceed all specifications. In determining the lowest responsive, responsible and qualified bidder, the COUNTY shall consider, but not be limited to considering, the following: 1) the lowest total cost, 2) quality offered and its conformity with the specifications, 3) delivery and discount terms, and 4) conditions of the bid and the service reputation of the bidder. When necessary, the decision of the County Board of Supervisors shall be final in determining the successful bidder.

If, subsequent to bid award, the County determines that the prospective contractor does not have the legal capacity to immediately enter into a contract, the prospective contractor agrees to permit County to rescind its bid award should the County so choose

- 6) **Permits:** The County shall obtain, with Contractor input, all necessary permits and notify all appropriate governmental agencies, if necessary. The Contractor is solely responsible for compliance with all applicable guidelines, rules, and regulations.

- 7) **Insurance:** The Contractor shall not commence work under the awarded contract(s) until certificates of insurance illustrating proof of the coverages required in the contract have been submitted to County and said certificates of insurance have been approved by County. The County's standard insurance requirements are attached hereto as Exhibit B.

8) **Miscellaneous:**

- Information obtained from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve him from fulfilling any of the conditions of the contract.
- Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site, subsurface conditions, weather, variations of soil moisture and workability with rainfall, and make himself thoroughly familiar with any Contract Documents. The Bidder should check with local contractors regarding local site, surface, subsurface and material conditions and variability. Failure to do so will not relieve the successful Bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.
- Written bid amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between the total of unit prices and grand total, unit prices will prevail.
- Submittal and receipt of bids does not obligate the County of Lake in any way. The County is not liable for any costs incurred by the bidders in the preparation, presentation or in any other aspect of the bid and/or evaluation effort.
- The COUNTY may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The COUNTY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. If, subsequent to bid award, the County determines that the prospective contractor does not have the legal capacity to immediately enter into a contract, the prospective contractor agrees to permit County to rescind its bid award should the County so choose.

- Failure on the part of the bidder to comply with all requirements and conditions of this solicitation and its specifications are grounds for the County to reject said bid. Exceptions to or deviations from these specifications may not be considered unless each exception or deviation is specifically stated by the BIDDER as an exception with a detailed statement completely defining the exception and/or exceptions. Nevertheless, the County reserves the right to waive a variation in specification or an irregularity in the bid response if in the sole opinion of the County, such variation or irregularity does not materially change the item or its performance within parameters acceptable to the County.

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BID SCHEDULE

Emergency Standby Generator & Transfer Switch

Quantity	Bid Item Description with Total Price Written in Words	Unit Price	Total Item Price
3	Kohler model 100ERESD Generator & ASCO series 300 automatic transfer switch, open transition, rated 600-amps, 120/208-volts, 3-phase, 3-poles, in a NEMA-3R outdoor enclosure (details above in project description) <hr/> <div style="text-align: right;">_____ Dollars.</div>		\$ _____
1	Hipower model HFW350-T6U Generator & ASCO series 300 automatic transfer switch, service entrance rated, open transition, rated 600-amps, 277/480-volts, 3-phase, 3-poles, in a NEMA-3R outdoor enclosure (details above in project description). <hr/> <div style="text-align: right;">_____ Dollars.</div>		\$ _____
1	Kohler model 38RCLB Generator & ASCO series 300 automatic transfer switch, open transition, rated 200-amps, 120/240-volts, single phase, 2-poles, in a NEMA-3R outdoor enclosure (details above in project description). <hr/> <div style="text-align: right;">_____ Dollars.</div>		\$ _____
Total Bid in Words: <hr/> <div style="text-align: right;">_____ Dollars.</div>			Total of Bid in figures: <div style="text-align: right;">\$ _____</div>

INSURANCE REQUIREMENTS

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County and said insurance has been approved by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Contract by Contractor:

- (A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor's own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than \$1,000,000 per occurrence
- (B) **Commercial General Liability:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during the course of this Contract, Commercial General Liability Insurance (Occurrence Form CG 0001), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- (C) **Automobile Liability Insurance:** Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.
- (D) **Subcontractors:** Contractor shall include all subcontractors as insureds under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to County for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.
- (E) **Additional Insured Endorsement:** The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers officials employees, agents, and volunteers are to be covered as additional insured and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 38 04 13 or coverage at least as broad. All coverage available to the Contractor shall also be available and applicable to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the County. Contractor shall not commence work under this Contract until he has had delivered to County the Additional Insured Endorsements required herein.

(F) **Other Insurance Provisions:**

1. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.

2. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. If any insurance coverage required by the Contract is provided on a "Claims Made", rather than "occurrence" form, Contractor agrees to maintain required coverage for a period of three years after the expiration of this Contract (hereinafter, "Post Agreement Coverage") and any extensions thereof. Contractor may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub-provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

6. Contractor agrees to waive all rights or subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

LIST OF SUBCONTRACTORS

Contractor certifies that:

- A. ☐ I **do not** intend to subcontract any work on this project.
- B. ☐ I **do** intend to subcontract portions of the work on this project.

NOTE: The bidder shall check box A or box B. **If the bidder does not check a box, it will be deemed that he has checked box A.**

If awarded the Contract, the bidder proposes to employ the following subcontractors who will perform work or labor or render service, to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bidder's proposal or \$10,000, whichever is greater. Listing of subcontractors is mandatory under Sections 4100-4108 of the Public Contract Code. If no subcontract work is proposed, except within the one-half of one percent (0.5%) or \$10,000 limit set forth, the bidder shall so state.

Name of Sub Contractor	Address of Sub Contractor	Subcontractor License No.	Subcontractor DIR Registration No. Per LC Sec 1725.5	Phone #	Description of work that Subcontractor will provide



COUNTY OF LAKE
PUBLIC SERVICES DEPARTMENT
333 Second Street
Lakeport, California 95453
Telephone 707-262-1618
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Lars Ewing
Director

Kati Galvani
Deputy Director

July 16, 2019

ADDENDUM NO. 1

SUBJECT: Supply Emergency Standby Generators and Transfer Switches for
Five (5) County Facilities
PROJECT NO. PS2019-05, ADDENDUM NO. 1

1. This Addendum is issued pursuant to the Instructions to Bidders for Bid Number PS2019-05. This Addendum serves to clarify, revise, and supersede information in the Invitation for Bid and previously issued Addenda (if applicable).
2. Bidders must acknowledge the receipt of Addendum No. 1 in the appropriate space on the Bid Form.
3. The date for receipt of bids is unchanged by this Addendum, at same time and location:
 - a. Tuesday July 23, 2019, 9:00 A.M., Lake County Courthouse, 255 North Forbes Street, Lakeport, CA 95453
4. This Addendum includes the following attached clarification:
 - a. **Item 8 is hereby added to the TERMS AND CONDITIONS as follows:**
 8. **Specifications and Equals:** Brand names, if any, are a means of establishing quality and characteristics desired by the County including, but not limited to, grade, style, and technical specifications. Bidders are invited to quote their equals. It is the bidder's responsibility to identify any alternate items offered in its bid response and to prove to the satisfaction of the County that said item is equal to, or better than, the product specified, not only in terms of its quality, but specifically in terms of its functional equivalency and compatibility. Unless the bidder clearly indicates in the bid that an "or equal" product is being offered, bid shall be considered as offering the brand name specified. Bidders must attach on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the product including a full explanation of any variance from the specification document. Additionally, bidder should include all descriptive material necessary for the County to determine whether the product offered meets the salient characteristic requirements of the bid specifications.

END OF ADDENDUM NO. 1