

NOTICE INVITING SEALED BIDS

The City of Alameda invites sealed bids for a contract for the “Project” entitled: **BATTERY BACKUP SYSTEM.**

The contract will be used to procure an initial quantity as shown on the Bid Form, and then to procure an undefined quantity on an as-needed basis for a period of two (2) years. The contract may be extended for one year up to two times, for a total of four years.

1. **BID SUBMITTAL, WITHDRAWAL, IRREVOCABILITY:** Bids must be submitted on the bid forms supplied by the City. Bids must be received at: City of Alameda; PUBLIC WORKS DEPARTMENT, CITY HALL WEST, 950 W. MALL SQUARE, ROOM 110, ALAMEDA, CA 94501, not later than **February 4, 2021 at 2:30PM.**

Bids received after the time set for bid opening will not be considered. Bidders are solely responsible for the cost of preparing their bids. No bidder may withdraw its bid for a period **60 days** after the date set for bid opening, except pursuant to Public Contract Code Section 5101 *et seq.*

2. **PROJECT DESCRIPTION:** The project is more specifically defined in the Contract Documents, but generally includes the purchase of ten (10) battery backup systems. Beyond the initial purchase quantity, the contract shall be in effect for a period of two (2) years where the City may purchase additional quantity(ies) on an as-needed basis. The additional quantity(ies) are on an as-needed basis, so if the demand is not there, then additional quantity(ies) will not be requested. There is no guarantee for any additional quantity(ies) beyond the initial bid quantity. If agreed, the City and Contractor may choose to extend the contract for one year, up to two times.
3. **CONTRACT TIME; LIQUIDATED DAMAGES:** Required delivery times are detailed in contract documents. The City will assess liquidated damages in the amount of **\$250.00** for each and every calendar day of delay in meeting the delivery requirements in excess of the contract time.
4. **REQUIRED CONTRACTOR'S LICENSE(S):** Not applicable.
5. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Not used.
6. **PRE-BID CONFERENCE:** None.
7. **CONTRACT DOCUMENTS:** Electronic specifications and bidder's forms for bidding this project can only be obtained at the City of Alameda website, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>, or by calling (510) 747-7900. There is no cost for the specifications. **It is the responsibility of each prospective bidder to check the website periodically for updates, such as Addenda.**

8. **PLAN HOLDERS LIST:** The City will not be tracking who downloads the documents. Therefore, there will be no plan holders list.
9. **SECURITIES SUBSTITUTION:** Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the City shall be permitted in substitution for money withheld by the City to ensure performance under the Contract.
10. **PREVAILING WAGE:** Not used.
11. **DEPARTMENT OF INDUSTRIAL RELATIONS MONITORING/ENFORCEMENT:**
Not used.
12. **WAIVER OF IRREGULARITIES.** The City reserves the right, in its sole discretion, to reject any or all Bids, to waive minor irregularities or defects in bidding and to reject nonconforming, non-responsive or conditional bids.
13. **INQUIRIES:** If any Bidder has questions regarding this Project, contact the Project Manager: **Donya Amiri, Principal Engineer, damiri@alamedaca.gov**. Bidder shall submit any questions addressing the interpretation or clarification of the Contract Documents in writing.

Donya Amiri

Project Manager

CITY OF ALAMEDA

CONTRACT DOCUMENTS

FOR

BATTERY BACKUP SYSTEM

Bid No. P.W. 12-20-47

SEALED BIDS ARE DUE AT 2:30 PM, FEBRUARY 4, 2021

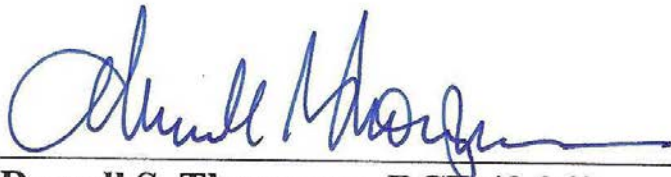
**LOCATION: PUBLIC WORKS DEPARTMENT
CITY HALL WEST
950 W. MALL SQUARE, ROOM 110
ALAMEDA, CA 94501**

NO MANDATORY PREBID MEETING

**CITY OF ALAMEDA
950 WEST MALL SQUARE #110
ALAMEDA, CA 94501
Project Manager: Donya Amiri
Email: damiri@alamedaca.gov**

CITY ENGINEER'S APPROVAL

THE PROJECT SPECIFICATIONS CONTAINED HEREIN, FOR BATTERY BACKUP SYSTEM HAVE BEEN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH CITY OF ALAMEDA ORDINANCE NO. 3154 AND CALIFORNIA GOVERNMENT CODE 830.6.



Russell S. Thompson, RCE 43,069
City Engineer / Coastland Civil Engineering Inc.



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GENERAL REQUIREMENTS

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION. The City of Alameda will receive sealed bid at the time and place specified in the advertisement calling for bids for:

BATTERY BACKUP SYSTEM BID NO. P.W. 12-20-47

The contract will be used for the procurement of an initial ten (10) battery backup systems. Beyond the initial purchase quantity, the contract shall be in effect for a period of two (2) years where the City may purchase additional quantity(ies) per the contract price on an as-needed basis. The additional quantity(ies) are on an as-needed basis, so if the demand is not there, then additional quantity(ies) will not be requested. There is no guarantee for any additional quantity(ies) beyond the initial bid quantity. If agreed, the City and Contractor may choose to extend the contract for one year, up to two times.

Electronic specifications and bidder's forms for bidding this project can only be obtained at the City of Alameda website, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>, or by calling (510) 747-7900. There is no cost for the specifications. **It is the responsibility of each prospective bidder to check the website periodically for updates, such as Addenda.**

Please direct all your questions to Donya Amiri at damiri@alamedaca.gov.

The Project Manual (and any Addenda) is also available online at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "City Engineer" shall mean the City Engineer or City Engineer's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the bidder who is awarded the contract for the work.

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications (Exhibit A). **All bids must include all items in Exhibit A. All bidders must have completed at least three projects of similar nature and dollar value equivalent to or exceeding this project. Furnish details of those projects on the Reference Form included in Exhibit A.**

All bids must give the prices proposed. Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside,

(NAME OF BIDDER)
Bid for BATTERY BACKUP SYSTEM

Bids must be received by the Public Works Department by **2:30 p.m.** on the date set forth in the following paragraph.

Bids must be submitted on the bid forms supplied by the City. Bids must be received, no later than February 4, 2021 at 2:30PM. **City will review all submittals and award the contract within 90 days of the Bid Due Date.**

F. BIDDER'S GUARANTY. All bids shall be accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit A.

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders.

Any bid bond submitted under this Section shall incorporate therein by reference, or otherwise, all of the provisions of Section I, Item F, of these specifications.

G. RETURN OF BIDDER'S GUARANTIES. Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the bids which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

H. TAXES. Bids must include all local, state and federal taxes applicable to the transaction.

I. DELIVERY. Bids must include all packaging, boxing, crating, handling, insurance, transportation, loading, and unloading to the delivery point identified by the City. Unless otherwise specifically identified, all shipments shall be FOB to the Destination identified by the City, inside delivery. The delivery location shall be: Alameda Maintenance Service Center, 1616 Fortman Way, Alameda, CA 94501. The City reserves the right to direct delivery to an alternate location within the City of Alameda.

J. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

K. BID PROTEST. Any bid protest must be submitted in writing to the Public Works Director, City of Alameda Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501 before 5:00 p.m. of the 10th business day following bid opening.

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. AWARD OF CONTRACT. The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay, the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Bid protests, contracts, bonds, insurance, and other documents identified in these specifications and these special provisions are to be delivered to the following City address: City of Alameda, City Hall West, Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501.

SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

- A. LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- B. RESERVED – Not Used
- C. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS. – Not Applicable
- D. PREVAILING WAGES – Not Applicable
- E. HOURS OF LABOR. Not used.
- F. CERTIFIED PAYROLL. Not used.
- G. APPRENTICES. Not used.
- H. LABOR DISCRIMINATION. Not used.
- I. REGISTRATION OF CONTRACTORS. Not used.
- J. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. **A City of Alameda Business License**

A City of Alameda business license can be obtained at the following address

City of Alameda
Finance Department,
2263 Santa Clara Avenue, Room 220
Alameda, CA 94501
<https://www.alamedaca.gov/BUSINESS/Business-Licensing-Permits>

- K. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

- L. RESPONSIBILITY FOR DAMAGES. Not used.
- M. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Not used.
- N. SAFETY PROVISIONS. Not used.
- O. NO PERSONAL LIABILITY. Neither the City Council, City Manager, the City Engineer, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.
- P. RESPONSIBILITY OF CITY. The City of Alameda shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.
- Q. PUBLIC CONVENIENCE AND SAFETY. Not used.
- R. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by the City of Alameda or by the City Engineer or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.
- S. UTILITIES. Not used.
- T. SOUND CONTROL REQUIREMENTS. Not used.
- U. CONSTRUCTION SITE CONTROLS. Not used.
- V. RESERVED.
- W. RESERVED.
- X. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. Not used.
- Y. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The Engineer in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.
- Z. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:
Not used.
- AA. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. Not used.

SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. In general, the work is related to supplying battery backup systems conforming to the technical requirements. The scope of work includes, but is not limited to performing the following work:

1. Furnishing complete battery backup systems,
2. Furnishing associated documentations including user manuals, and
3. Packaging, shipping, and delivery of the battery backup systems to the City.

Beyond the initial purchase quantity, the contract shall be in effect for a period of two (2) years where the City may purchase additional quantity(ies) per the contract price on an as-needed basis. The additional quantity(ies) are on an as-needed basis, so if the demand is not there, then additional quantity(ies) will not be requested. There is no guarantee for any additional quantity(ies) beyond the initial bid quantity. If agreed, the City and Contractor may choose to extend the contract for one year, up to two times.

B. ALTERATIONS. Not used.

C. REMOVAL OF OBSTRUCTIONS. Not used.

D. CLEAN UP. Not used.

SECTION IV. CONTROL

A. AUTHORITY OF THE ENGINEER. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. Not used.

C. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION. Not used.

D. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. Not used.

E. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO. Not used.

F. SUPERINTENDENCE. Not used.

G. STRIPING LAYOUT. Not used.

H. INSPECTION. The Engineer will inspect all materials supplied by the Contractor to ensure that all parts and required quantities are provided, that materials are in working order and not damaged, and that the materials meets the technical requirements.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

I. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work and materials which are defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work and materials to be remedied, or removed and replaced, and unauthorized work and materials to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

J. FINAL INSPECTION. Whenever the work and materials provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

K. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. As such, the Contractor shall provide a warranty for materials and workmanship of all supplied materials as required in the technical requirements.

SECTION V. CONTROL OF MATERIAL

A. SAMPLES AND TESTS. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

B. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION VI. PROSECUTION AND PROGRESS

- A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall deliver the battery backup systems within 60 calendar days after contract award for the Engineer's inspection and acceptance.
- B. SUBLETTING AND ASSIGNMENT. Not used.
- C. CHARACTER OF WORKER. Not used.
- D. TEMPORARY SUSPENSION OF WORK. Not used.
- E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for is not completed within the number of calendar days stated in Section A Progress of the Work and Time of Completion, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Alameda the sum of \$250 per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions.

- F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in

such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor from liability for failure to fulfill the contract. The Contractor will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

G. RIGHT-OF-WAY. Not used.

SECTION VII. GENERAL MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT. Payment will be made to the Contractor for all commodities delivered by the Contractor pursuant to this Contract. The basis of payment will be per battery backup system delivered and accepted, with all required components as outline in the technical specifications. Payment of each battery backup system shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to furnish the item for which payment is being made, including all applicable taxes, packaging, handling and shipping/delivery costs.

B. PROGRESS PAYMENTS. Not used.

C. NOTICE OF COMPLETION. Not used.

D. PAYMENT OF THE RETENTION. Not used.

BID DOCUMENTS

Exhibit A

BIDDER'S PROPOSAL

Instructions to Bidders

Bidder's Proposal Form

Proposed Subcontractor Form

Security for Compensation Certificate

Project Reference Form

Bidder's Bond

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

BIDDER’S PROPOSAL

Bid Schedule for BATTERY BACKUP SYSTEM

Proposal to the City Council of the City of Alameda:

The undersigned declares that he has carefully examined the Specifications referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Specifications and Special Provisions for the unit prices set forth in the following bid schedule:

Notes:

1. Blank cells in the "Unit Price" and "Extension" columns and the Total Bid line are to be filled out by the Contractor.
2. The Unit Price cost shall include all applicable taxes and delivery costs.

Bid Item #	Item Description	Unit	Quantity	Unit Price	Extension
1	Battery Backup System	EA	10	\$	\$

TOTAL BID: _____

BIDDER: _____

EXHIBIT A

BATTERY BACKUP SYSTEM CONTRACT

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

Dated: _____

Contact Number _____

Name	Title	Address
(Of Officers or Partners)		

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

BIDDER: _____

BATTERY BACKUP SYSTEM CONTRACT

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.01, "General," and Section 2-1.10, "Subcontractor List," of the Standard Specifications. **If no subcontractors are proposed in the performance of this contract, write "None" in the first cell.**

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

(This form may be duplicated if necessary to list additional subcontractors)

BIDDER: _____

EXHIBIT A

BATTERY BACKUP SYSTEM

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

Proposal for BATTERY BACKUP SYSTEM

PROJECT REFERENCE FORM

The Bidder must have completed at least three projects of similar nature and dollar value equivalent to or exceeding this project. Details of those projects must be provided below.

1. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

2. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

3. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

BATTERY BACKUP SYSTEM CONTRACT

BIDDER’S BOND

We,

as Principal, and as Surety are bound unto the _____, hereafter referred to as “obligee”, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly, and severally, **THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitted to the Obligee, for

(Copy here the exact description of work, including locations as it appears on the proposal)

for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E, Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Contractor for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all cost incurred by the Obligee in such suite, including a reasonable attorney’s fee to be fixed by the court.

The surety; for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

Dated: _____, 2021.

Principal

Surety

By:

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

On this _____ day of _____ in the year 2021 before me
_____, a Notary Public, personally appeared _____

Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

TECHNICAL REQUIREMENTS

1 BATTERY BACKUP SYSTEM

This specification sets forth the minimum requirements for an Uninterruptible Power Supply (UPS) system, which serves as a battery backup system for use at a traffic signal. The entire battery backup system to be provided shall consist of at least an inverter unit, batteries, automatic transfer switch, manual bypass switch, and all associated cabling, connectors, and mounting hardware for installation at a signalized intersection. All items and materials furnished shall be new, unused, current production models installed and operational at signalized intersections. The UPS system shall meet the following minimum requirements:

1. Shall be compatible for installation within a NEMA TS-1, NEMA TS-2, 33x, and ATC traffic controller cabinets for full time operation.
2. Shall include all necessary cables to connect all components of the UPS system including the inverter/controller unit and battery unit(s).
3. Shall provide three (3) hours of full operation and shall transition to flash operation once the battery life is at 30%.
4. Shall provide a minimum of 1000W @ +74°C, continuous active output.
5. Shall provide 90% minimum inverter efficiency while running in battery backup mode.
6. Shall output voltage at 120 VAC, pure sine wave output, $\pm 3\%$, 60 Hz $\pm 0.1\%$, under battery power.
7. Shall transfer in eight (8) milliseconds or less from disruption of utility line voltage to stabilized inverter line voltage from batteries.
8. Shall transfer within ten (10) milliseconds or less when switching from inverter line voltage to utility line voltage after the line-qualifying period.
9. Shall be capable of allowing the user to change the transfer time in eight (8) millisecond increments up to 200 milliseconds.
10. Shall operate at a temperature range of -35°F to +165°F (-37° to +74°C) for the inverter/controller, battery hub and power interface module (PIM).
11. Shall be able to handle a minimum of 480 joules of energy and 39kA peak current.
12. Shall provide attenuation of line noise of 25 dB at 10 KHz, 65 dB at 100 KHz and 100 dB at 1 MHz with an input circuit and RF filter.
13. The AC input and output shall be separate panel mounted plug/receptacles.
14. The plug/receptacles shall utilize locking mechanisms to prevent accidental disconnect.
15. The battery unit shall utilize a single circular barrel type connector to the inverter/controller unit.
16. The battery unit shall be sealed Nickel-Zinc (NiZn) battery technology with a 500 watts power and weigh no more than 26 pounds. The battery unit shall be no larger than 2.4" H x 17.1" W x 12.2" D. At least two battery units shall be provided.
17. The battery unit shall be 19" EIA rack mountable. The battery unit shall also be able to be set on top of a NEMA cabinet shelf or mounted underneath the cabinet shelf through the use of mounting rails.
18. The UPS system shall allow the technician to 'hot swap' the battery unit(s) while on utility power or battery backup power.
19. The UPS system shall allow the connection of at least four (4) battery units directly to the inverter/controller unit.

EXHIBIT B

20. The UPS system shall recharge to full charge capacity the battery unit(s) within four (4) hours of complete discharge when AC utility line voltage is available. The number of battery units connected to the inverter/controller shall have not impact the four (4) hour recharge time.
21. The UPS system shall not require trickle/float charging to maintain full charge.
22. The UPS system shall fail automatically back to the utility line in the event of an inverter/controller failure, battery unit failure, or complete battery unit(s) discharge.
23. The inverter/controller unit shall be either 19" EIA rack mountable or shelf mountable and weigh no more than 13 pounds.
24. The inverter/controller unit shall have a 4 line by 20-character LCD display with LED back light.
25. The inverter/controller unit display shall provide the following information:
 - a. Utility line voltage
 - b. BBS status
 - c. Cabinet current consumption
 - d. Battery charge percentage
 - e. Available backup time in hours and minutes
26. The display menu shall provide the user the ability to monitor the following parameters:
 - a. Voltage threshold parameters
 - b. Programmable relays
 - c. Depth of Discharge (high and normal)
 - d. Event log
27. The display menu shall provide the user the ability to program the following parameters:
 - a. Voltage threshold parameters
 - b. Programmable relays
 - c. Depth of Discharge (high and normal)
 - d. Event log
28. The inverter/controller unit shall include a navigational keypad to navigate the menu and to program user set parameters.
29. The UPS system shall allow the user to set high and low AC line voltage thresholds to determine parameters to transfer from utility line power to battery backup power.
30. The UPS system shall bypass utility line power if the utility line voltage is outside of the set high and low voltage parameters.
31. The UPS system shall qualify the utility line power for a minimum of three (3) minutes from the moment the utility line voltage is within the set high and low voltage parameters.
32. The inverter/controller shall include eight (8) programmable relays, which are controlled by power line conditions, and user selected settings of the UPS system.
33. Each programmable relay shall have the ability to trigger multiple simultaneous conditions. The programming conditions are:
 - a. Loss of utility line voltage
 - b. Low battery
 - c. Time of day
 - d. Temperature
 - e. Time delay (for red flash)
34. The UPS shall allow the user to select the discharge of the batter panel(s) by choosing a "High" or "Normal" capacity mode in the menu setting.

EXHIBIT B

35. The UPS shall provide an event log. The event log shall record, store and report the date time and duration of a given event.
36. The UPS system shall include a manual bypass switch.
37. The manual bypass switch shall allow the user to manually bypass the inverter/controller unit while allowing the utility line voltage through to the cabinet.
38. The UPS system shall be equipped with “Force On” capabilities, which provides the ability to turn the UPS system on and supply power when no utility line voltage is available.
39. The UPS system shall have the capability for Ethernet and IP addressing communications for remote monitoring and management.
40. The UPS shall be equipped with an RJ45 Ethernet port that support at least 10/100 Mbps.
41. The UPS shall have a remote monitoring software. The software shall have a graphical user interface (GUI) to be able to remotely monitor each UPS system.
42. The UPS software shall have a status area that details the UPS status, location, available run-time in hours and minutes, AC line voltage status and real-time cabinet power consumption.
43. The UPS software shall have an event log page to allow the user to view the time, date and duration of a given event for each UPS system.

The UPS system, including all parts and components of the system, shall be warranted to be free from defects in material and workmanship for a minimum of five years from the date of delivery.