

REQUEST FOR BIDS

BID NUMBER: 2015-26

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A BID ON ITEM (S) AS LISTED IN THIS BID REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE BIDS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., SEPTEMBER 15, 2015**, FOR

ITEM A – GENERATORS

SEALED BIDS WILL BE RECEIVED UNTIL 2:00 P.M., SEPTEMBER 15, 2015, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE BIDS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY BID; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST BID OF A RESPONSIBLE BIDDER. IN ACCEPTING A BID, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE BID, THE BASE BID PLUS ALL ALTERNATES, OR THE BASE BID PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS BID.

LEGAL ADVERTISEMENT

Sealed bids for Bid Number 2015-26, Generators, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., September 15, 2015, at which time bids submitted will be publicly opened and read. It is the intent of ECUA to purchase five (5), 200KW portable generators. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350), or via the ECUA website at www.ecua.fl.gov under the tab Doing Business with ECUA, Bid Opportunities. Bids received after 2:00 p.m., local time, September 15, 2015, will be returned unopened. ECUA reserves the right to reject any or all bids and re-advertise.

Proposed Advertising Date 08/13/15

**Emerald Coast Utilities Authority
Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service Bid Number 2015-26, Generators for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Bid may be faxed into the Purchasing and Stores Division, (850-969-3384) Attention: Amy Williamson or emailed to amy.williamson@ecua.fl.gov .

INSTRUCTIONS TO BIDDERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS BID REQUEST.

1. BID SCHEDULE:

BIDS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., SEPTEMBER 15, 2015 IN THE ECUA PURCHASING SECTION, 2ND FLOOR, CUSTOMER SERVICE BUILDING, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL BIDS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., SEPTEMBER 24, 2015 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN STREET, ELLYSON INDUSTRIAL PARK.

2. BID SUBMISSION:

ONE ORIGINAL AND FOUR COPIES OF THE BID ARE REQUIRED. ALL BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. BIDS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR HIS BID(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

3. CONVICTION OF PUBLIC ENTITY CRIME

A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS FROM THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID. ONE COMPLETE SET OF BID FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN BIDDING.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. ECUA ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

BID TABULATIONS WILL BE POSTED FOR REVIEW IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT SEPTEMBER 15, 2015, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

IF ANY BIDDER HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BEFORE SEPTEMBER 4, 2015, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3350
FAX: 850-494-7229
EMAIL: (Amy Williamson's email address) awilliamson@ecua.org

12. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE BID PROPOSAL. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

13. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED VENDOR/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS INVITATION FOR BID.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE

EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

17. CONDUCT OF PARTICIPANTS:

AFTER THE ISSUANCE OF ANY SOLICITATION, ALL BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF ARE HEREBY PROHIBITED FROM LOBBYING AS DEFINED HEREIN OR OTHERWISE ATTEMPTING TO PERSUADE OR INFLUENCE ANY ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE AT ANY TIME DURING THE BLACKOUT PERIOD AS DEFINED HEREIN; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PROHIBIT BIDDERS/PROPOSERS/PROTESTORS OR INDIVIDUALS ACTING ON THEIR BEHALF FROM COMMUNICATING WITH THE PURCHASING STAFF CONCERNING A PENDING SOLICITATION UNLESS OTHERWISE PROVIDED IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED ECUA OFFICIALS, THEIR AGENTS OR EMPLOYEES OR ANY MEMBER OF THE RELEVANT SELECTION COMMITTEE FOR OR AGAINST A SPECIFIC CAUSE RELATED TO A PENDING SOLICITATION FOR GOODS OR SERVICES, IN PERSON, BY MAIL, BY FACSIMILE, BY TELEPHONE, BY ELECTRONIC MAIL, OR BY ANY OTHER MEANS OF COMMUNICATION.

18. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE RECEIVED AT THE ECUA OFFICE OF PURCHASING AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED.

**EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2015-26**

SCOPE OF SUPPLY

The successful bidder will be required to provide 5 - 200KW portable generators per the attached specifications. These portable generator units will be required to meet current emission standards: Tier 4i or Tier 4f without exception.

SPECIFICATIONS

PART 1 - GENERAL

1.1 CODES & STANDARDS

- A. The assembly and installation shall be in accordance with the latest edition of the following codes:
 - 1. Flammable and Combustible Liquids Code. (NFPA 30)
 - 2. National Electrical Code. (NFPA 70)

- B. The assembly and installation shall be in accordance with the latest edition of the following standards:
 - 1. Standard for Portable Fire Extinguishers. (NFPA 10)
 - 2. Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines. (NFPA 37)
 - 3. Recommended Practice for Electrical Equipment Maintenance. (NFPA 70B)
 - 4. Standard for Emergency and Standby Power Systems. (NFPA 110)
 - 5. Enclosures for Electrical Equipment (1000 Volts Maximum). (ANSI/NEMA 250)
 - 6. Motors and Generators. (ANSI/NEMA MG 1)
 - 7. Molded Case Circuit Breakers. (ANSI/NEMA AB 1)
 - 8. Safety Standard for Mechanical Power Transmission Apparatus. (ASME B15.1)
 - 9. Reciprocation Internal Combustion Engine Driven Alternation Current Generating Sets. (ISO 8528)
 - 10. Stationary Engine Generator Assemblies. (UL 2200)

- C. The assembly and installation shall comply with the latest requirements for state and local government at the time of testing and startup:
 - 1. Engine Exhaust Emissions.

1.2 ABBREVIATIONS

ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ISO	International Organization of Standardization
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association

1.3 SUMMARY

- A. This specification includes the following design features:
 - 1. Diesel engine.
 - 2. Unit mounted battery.
 - 3. Battery charging.
 - a. Remote mounted.
 - b. Unit mounted.
 - 4. Unit mounted cooling system.
 - 5. Unit mounted control and monitoring.
 - 6. Unit mounted fuel system.
 - 7. Unit mounted exhaust silencer and fittings.
 - 8. Unit mounted outdoor enclosure.
 - 9. Performance requirements for sensitive loads.

1.3 QUALIFICATIONS

- A. Supplier:
 - 1. Authorized distributor of engine generator manufacturer.
 - 2. Service Facility within 70 miles of Pensacola, FL.
 - 3. 25 years (minimum) of experience.
 - 4. Carry sufficient inventory to cover no less than:
 - a. 80% parts and service within 24 hours.
 - b. 95% parts and service within 48 hours.
 - 5. Must maintain 4 (minimum) factory trained service technicians
- B. Manufacturer:
 - 1. Company specializing in packaged engine generator system.
 - 2. 25 years (minimum) of experience.

PART 2 - PRODUCT

2.1 GENERAL REQUIREMENTS

- A. This specification covers the following packaged engine generator sets for providing stand-by power supply:
 - 1. Portable trailer or permanent mount:
 - a. 60kW / 75kVA, 3-Phase
 - b. 80kW / 100kVA, 3-Phase
 - c. 100kW / 125kVA, 3-Phase
 - d. 150kW / 188kVA, 3-Phase
 - e. 200kW / 250kVA, 3-Phase
 - f. 300kW / 375kVA, 3-Phase

- g. 500kW / 625kVA, 3-Phase
- 2. Enclosures
 - a. Level 3 Sound Attenuation
 - b. Enclosure shall be capable of allowing the generator to run at full load in **122 F** ambient air.
 - c. Enclosure shall be powder coated white so as to obtain minimum salt spray coverage of no less than 350 hrs.
 - d. Impact resistant for wind-blown projectiles: Exposure C - 160 miles per hour minimum.
 - e. Wind Rating: 160MPH; Exposure C.

3. **Mobile Power Units must be provided to meet current emission standards: Tier 4i or Tier 4f.** EPA and California emission compliance meeting 40 CFR89, Non-road (Mobile Off Highway) emission limits and transitional program for equipment manufactures when tested per ISO8178 D2.

- B. Environmental Requirements:
 - 1. Elevation: 0-1000 feet above sea level.
 - 2. Ambient Temperature: 10-125 degrees F
 - 3. Relative Humidity: 0-100%
 - 4. Environmental Protection Agency certified to conform to tier level at time of manufacture.

2.2 ACCEPTABLE MANUFACTURERS

- A. The following manufacturers are acceptable (no other manufacturers shall be considered).
 - 1. Cummins Power Generation
 - 2. Kohler Power Generation
 - 3. Taylor Power Systems

2.3 POWER GENERATION SYSTEM

- A. Requirements:
 - 1. Re-connectible brushless synchronous generator.
 - 2. Brushless exciter.
 - 3. Power Factor: 0.8
 - 4. Hertz: 60 at 1800 revolutions per minute.
 - 5. Insulation Class: F meeting Nema MG1-1.65 (208/480VAC)
 - 6. Temperature Rise: **95 degrees C (standby)**
 - 7. Deliver full load amps with up to 2% total harmonic distortion.
 - 1. The AC alternator shall be synchronous, four pole, brushless, revolving field, and have drip-proof construction. Its stator shall be of 2/3 pitch and rotor shall be of Single bearing flexible disc type. The alternator design shall prevent shaft current from flowing and eliminate the need for insulating bearings.

2. The alternator shall be supplied with a dedicated, independent power source for the voltage regulation system, to provide sufficient excitation for the alternator to supply 300% of rated output current for 10 s.
 3. The sub-transient reactance shall not exceed 12%, based on the standby rating of generator set. TIF should be less than 50 per Nema MG1-22.43
 4. It shall operate using Permanent Magnet Generator (PMG) Excitation.
 5. The alternator shall be supplied with a dedicated, independent power source for the voltage regulation system, to provide sufficient excitation for the alternator to supply 300% of rated output current for 10 s.
 6. The alternator shall use a Direct drive Centrifugal Blower Fan for cooling purposes.
 7. Lockable Generator Output Voltage Selector Switch with the following options (for 60kW - 300kW model):
 - a. 480/277V, 3-Phase, 4W
 - b. 240/120V, 3-Phase, 4W
 - c. 240/120V, 1-Phase, 3W
15. Circuit Breaker
- a. Insulated Case.
 - b. 100% rated.
 - c. Ground Fault Protection.
 - d. 240V Main Circuit Breaker Rating: Sized According to output
 - e. 480V Main Circuit Breaker Ratings: Sized according to output
16. 5 - Cam Lock Connections **and** 4 -Two Connector Mechanical Lugs shall be provided to allow output for Ph 1, 2, and 3 Ground and Neutral Connections.
17. 3 Individual Single Phase outlets shall be provided on opposite side for full single phase kW output.

2.4 ENGINE

- A. General Requirements:
1. Cummins or Caterpillar.
 2. Type: Inline
 3. Cycle: Four Stroke.
 4. Turbo charged, Air cooled
 5. Combustion: Internal.
 6. Fuel: Diesel.
 7. Cooling: Liquid Cooled.
 8. Poles: 4
 9. Engine Speed: 1800 revolutions per minute.
 10. Governor: Electronic
 11. Direct Couple.
 12. Sealed Bearings.
- B. Provide the following accessories:

1. Engine block heater.
 - a. 120 Volts AC.
 - i. Portable Generation System: Provide NEMA 5-20P plug attachment.
 - b. 1000 Watts.
 - c. Fed by dedicated circuit breaker.
 2. Fuel filter.
 - a. Water separator.
 3. Lube oil filter.
 - a. Rated to remove 90% of particles 5 micrometers and smaller.
 4. Thermostatic control valve
 - a. Control flow to maintain optimum oil temperature.
 - b. Fail safe design.
 5. Air intake filter.
 6. Fuel transfer pump.
 - a. Mounted on engine.
 7. Fuel priming pump.
 - a. Mounted on engine.
 8. Gear-drive water pump.
 9. Gages:
 - a. Fuel pressure.
 - b. Water temperature.
 - c. Lube oil pressure.
- C. Starting:
1. DC starting system with positive engagement.
 2. Quantity and voltage of starter motors in accordance with manufacturer's instructions.
 3. Selector switch with start button on control panel.
 4. Cranking motor:
 - a. Heavy duty that automatically engages and releases from flywheel without binding.
- D. Safety Devices:
1. Engine shutdown on the following (limits selected by manufacturer):
 - a. Coolant temp:
 - i. High
 - ii. Low
 - b. Low oil pressure.
 - c. Overspeed.
 - d. Engine overcrank.
- E. Engine Jacket Heater:
1. Thermal circulation type liquid heater.
 2. Integral thermostatic control to maintain jacket temperature at 90 degree F (maximum).

3. Suitable for operation on 120 Volts AC.
4. Isolation valves.
5. 120 volt AC dedicated circuit breaker input.
 - a. 20A max.
6. Mounting:
 - a. Portable Generator System:
 - i. Internal mount with 120 volt power feed from NEMA 5-20P plug configuration.
 - ii. Provide 30 feet of 2#10, #10G SO type extension cord for external plug charge with L6-30R receptacle on one end and a 6-30P plug on the other.
 - iii. Accessible from side of enclosure.
 - iv. Mounting shall be mounted to generator base frame, and shall not be mounted to the enclosure frame.
 - b. Permanent Generator System:
 - i. External mount with power feed as required.

- F. Air Intake:
1. Heavy-duty.
 2. Engine mounted with replaceable dry-filter element.
 3. Air Restrictor Indicator.

- G. Oil Maintenance:
1. Provide drain plug on exterior of enclosure.

2.5 COOLING SYSTEM

- A. Engine-Mounted Radiator.
1. Closed loop system.
- B. Radiator Components:
1. Glycol based coolant.
 2. Blower fan:
 - a. Size to maintain safe engine temperature in ambient temperature.
 3. Airflow restrictions:
 - a. 0.5 inches of water (maximum).
 4. Ambient Air Capability: **122 degrees F (50C)**
 5. Coolant hose:
 - a. Flexible assembly.
 - i. Inside: Nonporous rubber.
 - ii. Outside: Aging, ultraviolet, and abrasion resistant fabric.
 - b. Noncollapsible under vacuum.
 - c. Maximum working Pressure: 50psig
 - d. End fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.

2.6 FUEL STORAGE SYSTEM

- A. Fuel shall be provided by the OWNER.
- B. Fuel Type:
 - 1. Diesel.
- C. Fuel Storage Requirements:
 - 1. Sub-base fuel tank.
 - a. Double-wall.
 - b. Painted steel.
 - c. To be used as base of generator system.
 - d. Fuel gauge.
 - e. Overfill protection:
 - i. Removable (for DEP testing).
 - f. Stage II vapor recovery.
 - g. 24 hours of run time capacity (500 gallon maximum).
 - h. Low-level fuel indicator.

2.7 EXHAUST SYSTEM

- A. Silencer:
 - 1. Location:
 - a. Internal to enclosure.
 - i. Stainless
 - 2. Critical Type
 - a. 25dB at 500Hz.
 - 3. Muffler companion flanges.
 - 4. Flexible stainless steel exhaust fitting.
 - 5. Suitable for horizontal orientation.
 - 6. Size in accordance with engine manufacturer's instructions.
- B. Piping:
 - 1. Piping after the silencer shall be routed out the top of the enclosure.

2.8 BATTERY

- A. Battery Requirements:
 - 1. Type: Lead Acid storage
 - 2. Heavy-duty diesel starting.
 - 3. Capacity: 220 ampere-hour (minimum)
 - 4. Match battery system to starter system.
 - 5. Include necessary cables and clamps.
 - a. Portable Generation System (30kW, 60kW, 100kW):
 - i. 12V

- b. Portable Generation System (300kW, 500kW):
 - i. 24V
 - c. Disconnect switch.
- B. Battery Tray:
 - 1. Plastic coated metal construction to contain spillage of electrolyte.
- C. Battery Charger Requirements:
 - 1. Current limiting type.
 - a. Float at 2.17 volts per cell.
 - b. Equalize at 2.33 volts per cell.
 - c. 10A with meter (volts / ampere).
 - 2. Overload protection.
 - 3. Full wave rectifier.
 - 4. DC voltmeter.
 - 5. DC ammeter.
 - 6. 120 volt AC dedicated circuit breaker input.
 - a. 20A max.
 - 7. Mounting:
 - a. Portable Generator System:
 - i. Internal mount with 120 volt power feed from NEMA 5-20P plug configuration.
 - ii. For external plug charge, coordinate with jacket heater cord.
 - iii. Accessible from side of enclosure.
 - iv. Mounting shall be mounted to generator base frame, and shall not be mounted to the enclosure frame.
 - b. Accessible from side of enclosure. (Permanently mounted male 120v connection)
- D. Engine Mounted Battery Charging Alternator:
 - 1. Shall be compatible with battery system provided with generation system. 100A (1000CCA)

2.9 CONTROL PANEL

- A. Enclosure:
 - 1. Protected from the outdoor environment elements.
 - 2. Located within enclosure and accessible from rear enclosure door.
 - 3. External E-Stop Provided
- B. The following shall be provided as a minimum:
 - 1. Voltage Selector Switch.
 - 2. Run / Off-Reset / Auto Control Switch.
 - 3. Elapsed Time Meter: Total hours.
 - 4. E-Stop Control.

- a. Microprocessor based.
- b. Recessed mounted.
- 5. Digital Meter:
 - a. LCD Display.
 - b. 20 Event Fault Log.
 - c. Fuel Level.
 - d. Frequency Meter: 45-65Hz range.
 - e. Voltage Meter:
 - i. AC output
 - ii. .5% accuracy.
 - f. Ampere Meter:
 - i. AC output
 - ii. .5% accuracy.
- 6. Annunciator Panel:
 - a. Mounted on generator controller.
 - b. Status:
 - i. Running / Off Status.
 - ii. System Ready.
 - iii. System Warning.
 - iv. System Shutdown.
 - v. Programming Mode.
 - vi. Generator Switch Not In Auto.
 - c. Pre-Alarms:
 - i. High Engine Temperature.
 - ii. Low Oil Pressure.
 - d. Alarms:
 - i. High Engine Temperature.
 - ii. Low Oil Pressure.
 - iii. Low Water Temperature.
 - iv. Low Fuel Level.
 - v. Engine Overspeed.
 - vi. Engine Overcrank.
 - vii. Emergency Stop.
 - viii. Auxiliary Fault.
 - ix. Battery Charger Fault.
 - x. High Battery Voltage.
 - xi. Low Battery Voltage.
 - xii. Air Damper.
 - e. Switches:
 - i. Lamp Test.
 - ii. Alarm Silence / Reset.
 - f. Alarm Horn.
- 7. Remote Alarm Contacts:
 - a. Pre-wired to DPDT contacts to terminal strips.
- 8. Gauges:

- a. Battery Voltage.
- b. Fuel Pressure.
- c. Water Temperature.
- d. Lube Oil Pressure.
- 9. 120V Power Distribution Circuit Breakers.
 - a. 6 circuit.
- 10. Auxiliary Relay:
 - a. 3PDT to operate with engine runs.
 - b. Contact terminals pre-wired to terminal strip.
- 11. Remote start/stop terminals (black and white).
- 12. Switch (back work lights).
- 13. Convenience Outlet:
 - a. Duplex
 - b. NEMA 4-20R (GFCI)
 - c. Fed by a dedicated 1P, 20A circuit breaker.
- 14. Jacket and Battery Charging Outlet:
 - a. L6-30P plug.
 - b. Recessed mounted with spring cover.
- 15. Provide phenolic labels (white lettering on black label)
Provide Auto Start Terminal. Output Voltage Adjustment.

- C. Provide written provision for regularly scheduled starting and operation of engine generator for maintenance purposes.

2.10 GENERATOR SYSTEM ENCLOSURE

- A. Requirements:
 - 1. Housing:
 - a. Factory Unit.
 - b. Weatherproof.
 - c. Sound Attenuating with **Vertical Radiator Discharge Air**.
 - i. Generation System: **70-75dBA @ 7 meters (23 Ft.)** tested in a factory sound booth with 0 external ambient noise.
 - d. Lockable Doors.
 - e. Fire Extinguisher mounted inside enclosure and located at the bottom.
 - 2. Wind Rating: 160 miles per hour (minimum)
 - 3. Exposure: C
 - 4. Importance Factor: 1.15
 - 5. Interlocking Standing Seam Design capable of supporting 75 pounds per square foot.
 - 6. Stainless Steel Hardware.
 - 7. Partially Enclosed Condition in accordance with methodology contained within ASCE 7-98.
 - 8. Doors
 - a. Hinge type.
 - b. Pad lockable.

9. For trailer mount generators:
 - a. Mount 2 work lights on the back, outside of the enclosure (facing out) and located at the top of the enclosure.
 - b. Mount 1 light above the control panel, inside the top of the enclosure (facing down).
 - c. Lights shall be:
 - i. LED based capable of putting out 750 lumens (each).
 - ii. Operational voltage: 9-36V
 - iii. Aluminum housing.
 - iv. Stainless steel hardware.
 - v. Polycarbonate clear lens.
 - vi. Adjustable.
 - vii. 4.3" wide x 3.9" high.
 - viii. Controlled with timer switch on the control panel.
 - ix. Manufacturer: Truck Lite: Work Light (Model #8160)
10. For trailer mount generators, provide connector located on the back side of the enclosure frame for connection of generator cables.
 - a. Connectors with cap covers (Style 1):
 - i. 60kW-200kW: Appleton #ADR20044
 - ii. 300kW, 500kW: Appleton #ADR40044

2.11 MOUNTING

- A. Requirements:
 1. Structural steel base.
 2. Vibration Isolators:
 - a. Suitable spring-type.
 3. Rigging Diagram.
- B. Additional requirements for Portable Generator Systems:
 1. Provide trailer for the mounting of the generation system.

2.12 TRAILER

- A. Requirements:
 1. Trailer engineered to support the weight of the portable generator system.
 2. Front Utility Box:
 - a. Dimension:
 - i. Length: 60" (minimum).
 - ii. Width: 24" (minimum).
 - iii. Height: 23" (minimum).
 - iv. Volume: 20 cubic feet.
 - b. Bolt cutter proof locking system.
 - c. Painted.
 - i. Steel (16 gauge).

- d. Metal supports brackets welded to trailer frame, box bolted to support brackets from within box to prevent theft, and to prevent damage to storage items within box.
- e. Acceptable Manufacturers:
 - i. KNAACK: CLASSIC Storage Chest (Model #2060).
 - ii. DELTA: JOBOX On-Site Chest (Model #1-655990).
- 3. Side Utility Box(es):
 - a. Dimension:
 - i. Length: equal to length of enclosure (72" minimum).
 - ii. Width: from enclosure to flush with outside of wheel well (14" minimum).
 - iii. Height: maximized and still allow generator enclosure doors to open with 1" of clearance between bottom of door and top of box lid (12" minimum).
 - b. Continuous hinge.
 - c. Continuous welds on all corners.
 - d. Lockable with pad lock.
 - e. Painted.
 - i. Steel (16 gauge).
 - f. Sized to house conductor cables and plugs.
 - g. Metal supports brackets welded to trailer frame, box bolted to support brackets from within box to prevent theft, and to prevent damage to storage items within box. Box shall be mounted above wheel well, but not supported by the wheel well fender.
 - h. **Custom** fabricated.
- 4. Hitch:
 - a. Lunette eye.
- 5. Lights:
 - a. 7-wire harness and connector.
 - b. ICC lighting which complies with federal, state, and local regulations.
- 6. License Plate Bracket:
 - a. Allow for license plate to be illuminated in accordance with federal, state, and local regulations.
- 7. Axle.
 - a. Quantity as required for weight (2 minimum).
 - b. Rating (per axle): 5000 pound (minimum).
- 8. Tires:
 - a. Steel.
 - b. 15 x 6.
 - c. 6 bolt.
- 9. Wheels:
 - a. ST225/75R15
 - b. Rating (per tire): 2540 pound (minimum)
- 10. Electric Braking System.
 - a. Breakaway safety cable that engages brakes.
 - b. Battery backup.

- c. Controlled from the lighting wire harness.
- 11. Front Support Jack.
- 12. Rear Stabilizer Jacks.

2.13 CONTAINMENT

- A. Environmental Containment Basin:
 - 1. Shall be capable of containing 110% of Fuel, Oil, and Coolant.

2.14 ACCESSORIES

- A. Provide the following for permanent mounted generator system:
 - 1. Steps.
 - 2. Handrails.

- B. Provide the following assemblies for portable trailer mounted generator system:
 - 1. Connectors (Style 1) with cap covers installed on each end of cable:
 - a. 30kW (1st set):
 - i. Plug: Appleton #ACP1044CD
 - ii. Connector Body: Appleton #ARC1044CD
 - b. 30kW (2nd set):
 - i. Plug: Appleton #ACP1044CD
 - ii. Plug: Appleton #ACP1044CD
 - c. 60kW (1st set):
 - i. Plug: Appleton #AP20044E
 - ii. Connector Body: Appleton #ARC20044E
 - d. 60kW (2nd set):
 - i. Plug: Appleton #AP20044E
 - ii. Plug: Appleton #AP20044E
 - e. 100kW (1st set):
 - i. Plug: Appleton #AP20044E
 - ii. Connector Body: Appleton #ARC20044E
 - f. 100kW (2nd set):
 - i. Plug: Appleton #AP20044E
 - ii. Plug: Appleton #AP20044E
 - g. 300kW (1st set):
 - i. Plug: Appleton #AP40044E
 - ii. Connector Body: Appleton #ARC40044E
 - h. 300kW (2nd set):
 - i. Plug: Appleton #AP40044E
 - ii. Plug: Appleton #AP40044E
 - i. 500kW (1st set):
 - i. Plug: Appleton #AP40044E
 - ii. Connector Body: Appleton #ARC40044E
 - j. 500kW (2nd set):

- i. Plug: Appleton #AP40044E
 - ii. Plug: Appleton #AP40044E
- 2. Cables:
 - a. Multi-conductor tray cable with ground.
 - b. THHN-2 or THWN-2, 90 degree C PVC conductor insulation
 - c. UV resistant outer jacket.
 - d. UL listed for Exposed Runs.
 - e. 10 feet in length.
 - f. Size:
 - i.. 60kW: (2 sets) 4#3/0, 4#5G (minimum)
 - ii. 100kW: (2 sets) 4#3/0, 4#5G (minimum)
 - iii. 300kW: (2 sets) 4#500, 4#1/0G (minimum)
 - iv. 500kW: (2 sets) 4#750, 4#1/0G (minimum)
- 3. Connector and Cable assemblies shall be fully assembled prior to delivery. All terminations shall be tightened down in accordance with connectors' manufacturer's recommendation and torque requirements.

PART 3 - EXTRA MATERIALS

- A. Provide the following additional items in addition to that provided with product:
 - 1. Tire Rim and Wheel.
 - a. Same manufacturer and model as the tires provided with the trailer.
 - 2. Maintenance Materials.
 - 3. 1 complete set of specialty tools for the preventative maintenance of engine generator system as required by manufacturer.
 - 4. 1 additional complete set of elements required for the engine generator system.
 - a. Fuel filter.
 - b. Lube oil filter.
 - c. Air intake filter.
 - d. Belts.
 - e. Hoses.
 - 5. The following electrical components:
 - a. Fuse for every type: 1.
 - b. Indicator Lamps: 3.

PART 4 - SUBMITTAL

4.1 GENERAL

- A. Shall be submitted to the OWNER for review and acceptance, and should be sent to the OWNER'S point-of-contact. Submit the following number of copies: 4.

- B. Shall be submitted to the OWNER sufficiently in advance of the purchase date to provide no less than 21 calendar days for review from the time the OWNER receives it.
- C. Shall clearly indicate compliance with all specification items and anticipated options. Indications shall be in the form of tick-mark, high-lighted, or some other reasonable means.
- D. Partial submittals may not be reviewed. The OWNER will be the only judge as to the completeness of the submittal. Submittals not complete will be returned to the SALE'S REPRESENTATIVE and will be considered as not accepted until resubmitted. The OWNER may or may not (at the OWNER'S discretion) provide indication as to the areas that are incomplete.
- E. Re-submittals shall be handled in the same manner as the original submittal.
- F. No product shall be purchased unless accepted by the OWNER. The SALE'S REPRESENTATIVE shall bear all cost of damages which may result from the ordering of any material prior to acceptance by the OWNER.

4.2 INCLUSIONS

- A. Factory Published Product Data Specification Sheets.
 - 1. The following shall be provided as a minimum:
 - a. Generator Set manufacturer specification sheet, indicating:
 - i. kW and kVA ratings.
 - ii. Voltage and Phase rating and phase.
 - iii. Fuel Consumption Curves at various loads.
 - iv. Cooling Requirements.
 - v. Excitation Ratings.
 - vi. Efficiencies.
 - vii. Heat Rejection.
 - viii. Exhaust gas flows.
 - ix. Warranty.
 - x. Component Materials.
 - xi. Circuit Breaker Size and Type.
 - xii. Block Heater Voltage, Phase and Ampere requirements.
 - xiii. Ventilation and Combustion Air Requirements.
 - xiv. Weight of Engine and Generator.
 - xv. Vibration Isolators.
 - xvi. Wiring Diagrams for Engine and Generator.
 - xvii. Generator locked rotor starting curves.
 - b. Exhaust Silencer.
 - c. Enclosure, indicating:
 - i. Component Materials.
 - ii. Ventilation Air Flows.

- iii. Insulation data.
- iv. Weight.
- v. Color.
- d. Fuel Tank indicating capacity, indicating:
 - i. Component Material.
 - ii. Fuel Capacity.
 - iii. Weight (with full fuel tank).
 - iv. Color.
- e. Batteries.
 - i. Voltage.
- f. Battery Charger.
 - i. Voltage and Ampere requirements.
- g. Control Panel.
 - i. Wiring Schematic.
 - ii. Point-to-Point Wiring Diagram.
 - iii. Component Materials.
 - iv. Enclosure Material and Rating.
- h. Trailer.
 - i. Component Material.
 - ii. Maximum Weight Capacity.
 - iii. Hitch Type.
 - iv. Braking System.
 - v. Storage Boxes.
- i. Total Weight of the entire unit.
- j. Rigging Diagram.
- k. Cables and Plugs.

B. Shop Drawings.

1. The following items shall be included:
 - a. Generator and Alternator.
 - b. Exhaust Silencer and Piping.
 - c. Radiator.
 - d. Enclosure.
 - e. Fuel Tank.
 - f. Mounting Skid.
 - g. Enclosure (signed, dated, and sealed by a licensed engineer within the state of Florida).
 - h. Trailer.
 - i. Control Panel.
 - j. Batteries and Battery Rack.
 - k. Required Clearances.
2. The following shall be indicated as a minimum for each item:
 - a. Plan and elevation views with overall dimensions.
 - b. Interconnection points and dimensions.

- C. Source Quality-Control Test Reports.
 - 1. Reports shall include the following:
 - a. Certified summary of prototype-unit test report.
 - b. Certified Test Reports.
 - i. Components and accessories.
 - c. Certified Summary of Performance Tests.
 - i. Compliance with performance criteria.
 - d. Report of Sound Generation.

PART 5 - EXECUTION

5.1 DELIVERY, STORAGE, AND HANDLING

- A. Coordination:
 - 1. SUPPLIER shall coordinate with the owner an unloading procedure 2 weeks (minimum) prior to shipment of product.
- B. Transporting:
 - 1. SUPPLIER shall be responsible transporting the product and accessories.
 - 2. Product and accessories shall be transported in accordance with manufacturer's recommendations, but the following shall apply as a minimum:
 - a. Portable Genset: Towed to site.
 - b. Permanent Genset: Transported on low-boy flat bed trailer.
 - 3. Deliver to site location listed below.
- C. Location:
 - 1. OWNER'S designated site location.
- D. Unloading:
 - 1. OWNER and manufacturer's representative shall be present and inspect equipment prior to and after unloading and shall be present during the unloading process.
 - 2. OWNER shall be responsible for unloading product and installing it.

5.2 EXAMINATION

- A. Verify the following on the product after transportation:
 - 1. Surfaces are ready to receive work and field dimensions are as shown within submittal drawings.
 - 2. Verify the equipment is free from dents and scratches.

5.3 INSTALLATION

- A. Owner shall install in accordance with:
 - 1. Manufacturer's instructions.
 - 2. Environmental rules and regulations governing fuel system installation.

5.4 FIELD QUALITY CONTROL

- A. Perform Startup and Testing:
 - 1. Shall be performed by manufacturer's representative at the designated site location.
 - 2. Shall occur after the entire electrical system is connected and ready, and at the OWNER'S acknowledgement that said system is ready for startup.
 - 3. Provide a full load test utilizing portable test banks.
 - a. Test Duration: 4 hours (minimum)
 - 4. During the test, record the following at 20 minute intervals:
 - a. Kilowatts.
 - b. Voltage.
 - c. Amperes.
 - d. Frequency.
 - e. Coolant Temperature.
 - f. Air Temperature.
 - g. Oil Pressure.
 - h. Emission Levels.
 - 5. Test alarm and shutdown circuits by simulating conditions.
 - 6. Adjust system as required to meet operational criteria.

5.5 CLEANING

- A. Clean engine and generator surfaces.

5.6 DEMONSTRATION

- A. Provide system demonstration to the OWNER.

PART 6 – WARRANTY & SERVICE

6.1 WARRANTY

- A. Portable Generator System.
 - 1. Full warranty that covers all systems and components.
 - 2. 2 year period from date of OWNER acceptance at site location.

- B. Permanent Generator System.
 - 1. Repair or replace components that fail. Warranty shall include the following items that may be required during the course of the repair:
 - a. Parts.
 - b. Labor.
 - c. Travel Expense.
 - d. Expendables (i.e. Fuel, Oil, Coolant, etc.).
 - 2. 2 year period from date of OWNER acceptance at site location.

6.2 SERVICE

- A. Service and Maintenance for the entire generator system and accessories, including preventative maintenance items:
 - 1. 1 year period from date of OWNER acceptance of system after startup.

PART 7 - TRAINING

7.1 TRAINING

- A. Provide training for the generator system.
 - 1. Time Duration: 8 hours (Minimum).

- B. Training shall include the following as a minimum:
 - 1. Startup procedures.
 - 2. Shutdown procedures.
 - 3. Emergency shutdown procedures.
 - 4. Overview of the preventative maintenance requirements.
 - a. Provide written preventative schedule.

PART 8 - RECORD DRAWINGS

NONE.

PART 9 - OPERATION & MAINTENANCE MANUAL

9.1 GENERAL

- A. Shall be submitted to the OWNER for review, comment and acceptance, and should be sent to the OWNER'S point-of-contact. Submit the following number of copies: 4.
- B. Partial submittals may not be reviewed. The OWNER will be the only judge as to the completeness of the submittal. Submittals not complete will be returned to the SALE'S REPRESENTATIVE and will be considered as not accepted until resubmitted. The OWNER may or may not (at the OWNER'S discretion) provide indication as to the areas that are incomplete.
- C. Re-submittals shall be handled in the same manner as the original submittal.
- D. The final product provided to the OWNER shall be a final product and incorporating all OWNER comments. The final product shall consist of:
 - 1. 3 hard copies.
 - 2. 3 compact discs.
- E. Manual(s) shall be:
 - 1. Hard copy shall be in the following format:
 - a. Binder:
 - i. Commercial quality 3-post, expandability of 3-5 inches.
 - ii. Cleanable plastic covers.
 - b. Cover: Identify each volume with type or printed title, which shall consist of:
 - i. "OPERATIONS AND MAINTENANCE".
 - ii. Identity of general subject matter covered within the manual.
 - c. Size: 8.5 inches x 11 inches.
 - d. Paper: 20 pound (minimum) white, typed pages.
 - e. Text: Manufacturer's printed data or neatly typed.
 - f. Drawings:
 - i. Size: 11 inches by 17 inches.
 - ii. Bind in with text and folded to fit within 8.5 inch x 11 inch size, and still be un-foldable without removing from binder.
 - g. Tabs: Typed fly leaf for each item corresponding to the table of contents.
 - h. When multiple binders are used, correlate the data into related consistent groupings.
 - 2. Electronic copy shall be in the following format:
 - a. File Format: .pdf
 - b. Shall be consistent with the requirements for the hard copies.
 - c. Tabs: Electronically linked.
 - d. Electronically searchable.

F. Manual shall consist of:

1. Neatly typewritten table of contents for each volume, arranged in systematic order.
2. List of each product required to be included, indexed to content of the volume.
3. List each product by product name and other identifying symbols.
4. Include only those sheets which are pertinent to the specific products provided.
5. Annotate each sheet to:
 - a. Clearly identify specific product or parts installed.
 - b. Clearly identify data applicable to the installation.
 - c. Delete references to inapplicable information.
6. Written text, as required to supplement product data for the particular installation:
 - a. Organize in consistent format under separate headings for different procedures.
 - b. Provide logical sequence of instructions of each procedure.

9.2 INCLUSIONS

- A. Provide all information, which accurately reflects what is actually installed for this product, from the following PART(S) within this submittal:

SUBMITTALS

WARRANTY & SERVICE

- B. Content for each unit of equipment and system, as appropriate.

- C. Description of unit and component parts.

1. Function, normal operating characteristics, and limiting conditions.
2. Performance curves, engineering data and tests.
3. Complete nomenclature and commercial number of replaceable parts.

- D. Operating Procedures:

1. Start-up, break-in, routine and normal operating instructions.
2. Regulation, control, stopping, shutdown, and emergency instructions.
3. Seasonal operating instructions.
4. Special operational instructions.

- E. Sequence of Operations:

1. Normal Startup and Shutdown.
2. Emergency Shutdown.

- F. Maintenance Procedures:

1. Normal.
2. Emergency.
3. Troubleshooting guide.
4. Disassembly, repair, and reassembly.
5. Alignment, adjusting, and maintenance.
6. Types and quantities of lubricants.
7. Predicted part life due to wear.

- G. Time Schedule shall be based upon manufacturer's recommendations and shall include the following:
 - 1. Preventative Maintenance.
 - 2. Lubrication.

- H. Instructions for the following:
 - 1. Preventative Maintenance Requirements.
 - 2. Oil Sampling and Analysis for engine wear.

- I. Service Manuals for the following:
 - 1. Engine.

- J. Spare Parts:
 - 1. Recommendation of parts to be stocked.
 - a. Quantity.
 - b. Self life.

- K. Warranty & Service contract issued:
 - 1. Date for which warranty expires.
 - 2. Date for which service contract expires.
 - 3. Proper procedures in event of failure.
 - 4. Instances which might affect validity of warranties and bonds.

- L. Contact information for the following:
 - 1. Manufacturer's Representative.
 - a. Name
 - b. Physical Address
 - c. Phone Number
 - 2. Service Company.
 - a. Name
 - b. Physical Address
 - c. Phone Number
 - 3. Local Source for Supply and Parts.
 - a. Name
 - b. Physical Address
 - c. Phone Number

**RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES**

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A: VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building, improvements and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$_____ is required by the Organization for this agreement or contract.

Liquor Liability Coverage

In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the Organization.

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the Organization's vehicles.

Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

Watercraft Liability Coverage

Because the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$__,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$_ ,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and

with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quote.
 1. a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.
2. DELIVERY, INSPECTION AND ACCEPTANCE – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. ENTIRE AGREEMENT – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
4. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS – The Contractor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Contractor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. ECUA may retain such excess quantities up to \$100 in value without compensating the interests therein. Quantities in excess of \$100 will, at the option of ECUA, either be returned at the Contractor's expense or retained and paid for by ECUA at the contract unit price.
 4. a. DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
 - a. Name of supplier;
 - b. Blanket Purchase Order number;
 - c. Date of Call;
 - d. Call number;
 - e. Itemized list of supplies or services furnished;
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. PAYMENTS –Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. a. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
10. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.
13. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
14. CHANGES – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or

packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.

20. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA’s failure to give notice to Vendor of any breach of warranty shall not discharge Vendor’s liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.
21. **PATENTS** – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. **INSTALLATION** – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. **NON-DISCLOSURE** – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. **COMMERCIAL WARRANTY** – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature

Date

Name & Title of Signer

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

EMERALD COAST UTILITIES AUTHORITY
BID NUMBER: 2015-26
GENERATORS
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, INSTRUCTIONS AND SPECIFICATIONS, ATTACHED HERETO, AND SUBJECT TO ALL CONDITIONS THEREOF, I (WE), THE UNDERSIGNED, HEREBY PROPOSE AND AGREE IF THIS PROPOSAL IS ACCEPTED, TO CONTRACT WITH THE EMERALD COAST UTILITIES AUTHORITY TO FURNISH ANY ITEMS OR SERVICE REQUESTED HEREIN AND DELIVER SAME WITHOUT ADDITIONAL COST TO THE EMERALD COAST UTILITIES AUTHORITY AT THE SPECIFIED LOCATION FOR THE BID(S) LISTED BELOW.

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER HEREIN NAMED HAS ANY INTEREST IN THIS PROPOSAL OR IN THE CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

GENERATORS:

200KW Portable Generator \$ _____/EA

Total 5 – 200KW Portable Generators \$ _____/Total

EXCEPTIONS: YES _____ NO _____

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS).

PAYMENT TERMS: _____ BIDDER: _____

(FOB PENSACOLA) BY: _____
(PRINT OR TYPE)

WARRANTY: _____ SIGNATURE: _____

TITLE: _____

ADDRESS: _____

ITEMS ENCLOSED: _____

____ QUALIFICATIONS DATA _____

TELEPHONE:() _____

FAX NUMBER:() _____

FEID NUMBER: _____

EMAIL ADDRESS: _____

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED FORMS.

EXECUTED ATTACHED FORMS:

- ____ PROPOSAL FORM
- ____ DRUG-FREE WORKPLACE FORM
- ____ EQUAL OPPORTUNITY FORM
- ____ CERTIFICATION OF NONSEGREGATED FACILITIES FORM

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