



**INVITATION FOR BID  
IFB #12-2212CD**

**PURCHASE OF 80 KW NATURAL GAS GENERATOR- FOR  
MANATEE COUNTY DESOTO CENTER SHERRIFF'S OFFICE  
PROPERTY AND EVIDENCE STORAGE PROJECT- PHASE II**

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

**DEADLINE FOR CLARIFICATION:      Tuesday, June 19, 2012**

**TIME AND DATE DUE: **Wednesday, June 27, 2012 at 3:00 PM****

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**Important Note:      A prohibition of Lobbying has been enacted. Please review paragraph A.22 carefully to avoid violation and possible sanctions.**

**FOR INFORMATION CONTACT:  
CHRIS DALEY, CPPB- CONTRACT SPECIALIST  
Phone (941) 749-3048   -   Fax (941) 749-3034**

AUTHORIZED TO RELEASE: *SWW*

## INFORMATION TO BIDDERS

### A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

### A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

**Manatee County collaborates with the Manatee Chamber of Commerce** on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

### A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 DEADLINE FOR CLARIFICATION REQUESTS

June 19, 2012 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this Invitation for Bid, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #12-2212CD – Purchase of 80 KW Natural Gas Generator- for Manatee County Desoto Center Property and Evidence Storage Project- Phase II" with your company name.

Address package to:

Manatee County Purchasing Office  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

#### A.09 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

#### A.10 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Invitation For Bids become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids/Proposals become subject to disclosure 30 days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement or review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provide notice of its intended decision, or 30 days after the opening of the new offers.

#### A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

## A.12 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended. Any actual or prospective Bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Board of County Commissioners of Manatee County as required in Section 2-26/61 of the Purchasing Code.

A protest with respect to this Invitation For Bid shall be submitted in writing prior to the scheduled opening date of this proposal, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the facts giving rise to such protest prior to the scheduled opening date of this bid. The protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

## A.13 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

## A.14 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

A.14 COLLUSION (Continued)

- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.15 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bidding documents, and all terms and conditions contained within.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all procurement costs, damages, and attorney fees as incurred by the County.

A.16 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.17 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.18 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract Documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

## A.20 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the bid documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid documents. The County is not obligated to make any changes to the bid documents. Unless an addendum is issued as outlined in Article A.05, the bid documents shall remain unaltered. **Bidders must fully comply with the bid documents, terms, and conditions.**

## A.21 AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid Document at least twenty-four (24) hours in advance of either activity.

## A.22 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

***The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.***

**A.23 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Florida Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an environmental law that, in the reasonable opinion of the purchasing official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have a such a record and is therefore eligible to seek and be awarded business with the County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A confirming Criminal Matters Certification Affidavit is attached for this purpose.

**A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective offerors that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

**A.25 MBE/WBE**

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL TERMS AND CONDITIONS, SPECIFIC TERMS AND CONDITIONS, SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO BIDDERS SHALL HAVE PRECEDENCE**



## GENERAL TERMS AND CONDITIONS

### B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

### B.02 AUTHORIZED PRODUCT REPRESENTATION

The vendor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The vendor's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

### B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

### B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

**B.06 REGULATIONS**

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

**B.07 MANUALS, SCHEMATICS, HANDBOOKS**

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

## SPECIFIC TERMS & CONDITIONS

### C.01 PURPOSE

It is the intent of the County of Manatee to purchase an 80 KW Natural Gas Generator for installation by others at the Manatee County Desoto Center Sherriff's Office Property and Evidence Storage Project, in accordance with the specifications listed herein.

### C.02 DELIVERY TIME

Vendor shall deliver all equipment and within forty five (45) calendar days after receipt of a Purchase Order. Delivery will be between the hours of 8:00 AM and 4:00 PM, Monday through Friday unless otherwise agreed to by the County representative.

### C.03 LIQUIDATED DAMAGES

If the Vendor refuses or fails to deliver the Systems, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Vendor shall pay to the County the sum of **\$544** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Systems are finally accepted by the County and the Vendor shall be liable for the amount thereof.

### C.04 PRICES & TERM

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, equipment, and lighting plans used in delivering all supplies and materials to the point of delivery.

### C.05 PAYMENT

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate both the Blanket Purchase Order number and the Release Order number.

### C.06 CANCELLATION

Upon any failure of the vendor to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the contract, the County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the vendor persistently fails to perform the Work in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified bidder or readvertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this contract with or without cause.

C.07 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

C.08 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

Products/Completed Operations Aggregate	<u>\$300,000</u>
Personal and Advertising Injury	<u>\$300,000</u>
Each Occurrence	<u>\$300,000</u>
Fire Damage (Any One Fire)	\$ Nil
Medical Expense (Any One Person)	\$ Nil

b. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined \$300,000  
Annual Aggregate (If Applicable) Three Times Each Occurrence Limit.

c. Owners Protective Liability Coverage

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

d. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

C.08 INSURANCE (Continued)

**ADDITIONAL INSURED: Manatee County, a political subdivision of the State of Florida, shall be named as additional insured on all applicable policies.**

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, materialmen or employees.

C.09 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

BID SUMMARYD.01 BACKGROUND

The Manatee County Desoto Sherriff's Office property and evidence storage expansion project includes portions that will be self-performed by the County using the County's own services, employees, and equipment; while the remainder of the project will be procured with all applicable statutes and the Manatee County Purchasing Code as approved by Manatee County Resolution R-12-104.

D.02 THE WORK

It is the intent of the technical specifications to secure one (1) 80 KW natural gas powered generator, for installation by others, for supplying emergency power to the Manatee County Desoto Center Sherriff's Property and Evidence Storage. Construction and design shall be in accordance with the best industry standards, and units shall be equipped with all the necessary accessories and controls to meet the intent of the specifications.

The technical specifications for the generator are included in this bid package as section 16620-1 thru 16620-17.

D.03 DELIVERY LOCATION AND CONTACT

Manatee County Desoto Center Sherriff's Office  
600 U.S. 301 Boulevard West  
Bradenton, FL 34205

Contact= Howard Leyo, Project Manager  
941-748-4501 ext 3052

BASIS OF AWARDE.01 BASIS OF AWARD

Award shall be made to the responsive, responsible bidder having the lowest total offer price in the form of a purchase order.

Whenever two or more quotes are equal with respect to price, quality and service, the quote received from a local business shall be given preference in award. Whenever two or more quotes which are equal with respect to price, quality and service are received, and both quotes or neither of these quotes are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

## SECTION F

**MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION****F.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org](http://www.mymanatee.org).

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify Local Businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce, posting bids on [www.manateechamber.com](http://www.manateechamber.com) as well as using the same vendor categories for registration.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a purchasing staff member assist you.

**Quick steps to on line registration:**                      **[www.mymanatee.org](http://www.mymanatee.org)**

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.



## MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

### F.02 Section 2-26-6. Local preference, tie bids, local business defined.

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

**(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.**

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

5. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county commission or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five years prior to the bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation regarding fraud;
2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17<sup>th</sup> day of March, 2009.

**MANATEE COUNTY GOVERNMENT  
AFFIDAVIT AS TO LOCAL BUSINESS  
(Complete and Initial Items B-F)**

**A. Authorized Representative**

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_ and the duly authorized representative of: [name of business] \_\_\_\_\_, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

**B. Place of Business:** I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: \_\_\_\_\_ [Initial]\_\_\_\_\_

**Business Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**C. Business History:** I certify that business operations began at the above physical address with at least one fulltime employee on [date] \_\_\_\_\_ [Initial]\_\_\_\_\_

**D. Criminal Violations:** I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. \_\_\_\_\_ [Initial]\_\_\_\_\_

**E. Citations or Code Violations:** I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. \_\_\_\_\_ [Initial] \_\_\_\_\_

**F. Fees and Taxes:** I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. \_\_\_\_\_ [Initial]\_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.*

Signature of Affiant \_\_\_\_\_

STATE \_\_\_\_\_ OF \_\_\_\_\_ FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary: (Typed or Printed) \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205**

**BID FORM**  
(Submit in Triplicate)

TO: Manatee County Purchasing  
1112 Manatee Avenue West  
Bradenton, Florida 34205

RE: "IFB #12-2212CD- Purchase of 80 KW Natural Gas Generator- for Manatee County Desoto Center Sherriff's Property and Evidence Storage Project- Phase II"

DESCRIPTION	PRICE
<b>80 KW NATURAL GAS GENERATOR SET; DELIVERED WITHIN 45 DAYS AFTER RECEIPT OF PURCHASE ORDER</b>	\$ _____

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)

DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TEL. NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

FEIN NO.: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

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## **Division 16620 SECTION 26 32 13 – 80kW Natural Gas Electric Generator**

### **PART 1 - GENERAL**

#### **1.11 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections apply to this section

#### **1.12 SUMMARY**

- A. This section includes packaged engine generator sets with the following features
  1. Rated for Standby power supply
  2. Natural Gas engine
  3. Unit mounted engine cooling system
  4. Unit mounted control and monitoring
  5. Performance requirements for connected loads
  6. High performance sound attenuated generator set enclosure
- B. Related sections include the following:
  1. Division 16620 Section 26 32 13 - Transfer Switches including sensors and devices to initiate automatic starting and stopping signals for engine generator sets.

#### **1.13 REFERENCES**

Following is a listing of codes and standards used in this specification. References listed are the current or adopted edition except as otherwise noted. The engine generator set will comply with these references as noted in the text.

- A. International Codes
  1. IBC - International building code, Florida Building Code
  2. IFC - International fire code, Florida Fire Prevention Code
- B. International Organization for Standards (ISO)
  1. ISO 8528 - Reciprocating internal combustion engine alternating current generating sets

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- C. National Electrical Manufacturers Association (NEMA)
  - 1. NEMA MG-1 - 2006 Motors and generators
  - 2. NEMA MG-2 - 2001 Standard for construction and guide for selection, installation, and use of electric motors and generators
- D. Underwriters laboratories (UL)
  - 1. UL 142 - Steel above ground tanks for flammable and combustible liquids
  - 2. UL 508A - Industrial control panels
  - 3. UL 1008 - Automatic transfer switches
  - 4. UL 1004-4 - Standard for electric generators
  - 5. UL 2200 - Stationary engine generator assemblies
- E. National Fire Protection Association (NFPA)
  - 1. NFPA 70 - 2005 National electric code
  - 2. NFPA 110 - Emergency and standby power systems
- F. All equipment shall be wind rated in accordance with the Florida Building Code .

#### 1.14 DEFINITIONS

- A. The Manufacturer is the Original Equipment Manufacturer supplying the factory tests and components used in the equipment package
- B. The Vendor is the Seller/Supplier of the equipment package covered by this specification
- C. The Buyer is the Owner/operator of the equipment package covered by this specification
- D. The Authority Having Jurisdiction (AHJ) is the person or organization having the final approval as the operational suitability of the equipment package covered by this specification. The Owner shall assign this individual .

#### 1.15 SUBMITTALS

- A. Product Data: Submit manufacturer's product data including engine generator set data sheet, furnished components, and accessories. Include the minimum information as follows:
  - 1. Model identification

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2. Engine manufacturer
  3. Rated output in kVA and kW
  4. Service Conditions
- B. Shop Drawings: Submit detailed equipment drawings that indicate the following:
1. Dimensions
  2. Weights
  3. Required clearances if necessary
  4. Optional components and accessories to be supplied
  5. Location of field connections
  6. Interconnection diagrams
- C. Testing
1. Design Tests
    - a. Manufacturer shall conduct prototype tests on the engine generator set during product development to determine operational characteristics to be listed in the product data sheets.
    - b. Manufacturer shall conduct final tests on each production engine generator set during production to insure operation to the manufacturers published specifications.
    - c. Vendor or Buyer may request additional factory tests or witness tests at the Manufacturer's factory for an additional charge. The charge amount will be payable to the Manufacturer and agreed upon by the Vendor or Buyer requesting the tests.
  2. Field Tests
    - a. Vendor shall provide up to three installation and startup and load tests as required by the Buyer. Any additional charges will be borne by the Vendor or Buyer requesting the tests. If generator fails during testing, a new generator will be set at no cost to the Owner or Architect/ Engineer.
    - b. Vendor shall provide completed installation and startup forms to the Manufacturers as necessary to initiate the Manufacturer's Warranty along with copies to the Buyer.

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- c. Vendor shall provide instruction to the Buyer's operating personnel on the proper operation and maintenance of the engine generator set and components supplied with the equipment package covered by this specification

#### 1.16 WARRANTY

- A. The engine generator set will be covered by the Manufacturer's standard warranty. The minimum warranty period will be as follows:
  1. Labor - 2 Years or 1000 Hours of Operation
  2. Parts - 2 Years or 1000 Hours of Operation

#### 1.17 QUALITY ASSURANCE

- A. Manufacturers Qualifications
  1. Manufacturer shall be certified to ISO 9001 International Quality Standard
  2. Have been a manufacturer of engine generator sets for more than 10 years
  3. Maintain a substantial manufacturing facility capable of development and load testing of their products to the capability as shown in the published specification sheets
  4. Have effective design and engineering services on staff to develop products that meet the published specifications sheets
  5. Provide training to Vendor on the proper operation of the engine generator set
- B. Vendor Qualifications
  1. Manufacturers authorized representative who is trained and approved for installation of units required for this project
  2. Capable of application and sizing of engine generator set to meet the requirements as covered by this specification
  3. Maintain a service organization capable of coordinating emergency maintenance and repairs at the project site with 24 hours maximum response time
- C. Component Qualifications



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1. All components used in the equipment package including those used in the engine generator set shall be designed to operate within their respective operating criteria as specified in the manufacturer's data sheet
2. Components shall comply with any standards specifically noted in the text for the equipment package

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Vendor will coordinate delivery of engine generator set and system components to their final location. Protective wrappings, containers and other protection that will exclude dirt and moisture will be provided to the engine generator set and system components
- B. Buyer will provide reasonable care to prevent damage to the engine generator set and system components from construction or any harmful operations prior to and during installation

1.19 INTERRUPTION OF EXISTING ELECTRICAL SERVICE DURING INSTALLATION

- A. Interruption of existing electrical service to facilities occupied by the Buyer or others will be permitted under the following conditions:
  1. Notification to the Buyer no fewer than 7 days in advance of the proposed interruption of electrical service
  2. Written permission from the Buyer to interrupt the electrical service as requested by the Vendor

PART 2 - PRODUCTS

2.11 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with the requirements, Manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
  1. Baldor Generators
  2. Caterpillar Generators
  3. Generac Generators

2.12 ENGINE GENERATOR SET

- A. This specification is based upon the Baldor Electric Model Number – **IGLC105-2G**
- B. Factory assembled and tested engine generator set

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- C. Engine and alternator to be coupled together on a rigid steel frame designed to maintain proper alignment between the engine and alternator. The assembly shall incorporate vibration isolators as required to maintain vibration free operation
- D. Fuel Type
  - 1. Natural Gas
- E. Output Ratings
  - 1. Standby Power Rating
  - 2. 93 KVA / 105 KW
  - 3. 208/120 L-L / L-N Vac
  - 4. 60 Hz
  - 5. Three Phase
  - 6. 0.80 Power Factor
- F. Environmental Conditions: Engine generator set shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability
  - 1. Ambient Temperature
    - a. -18 °C Minimum
    - b. 40 °C Maximum
  - 2. Altitude Above Sea Level
    - a. 1000 Ft
  - 3. Relative Humidity
    - a. 0 to 100% RH Condensing
- G. Agency Approval
  - 1. The engine generator set shall conform to UL2200 standard for stationary engine generator assemblies in the following areas
    - a. UL<sub>US</sub> for United States of America
- H. Alternator

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1. The alternator shall be a synchronous, four pole, 2/3 pitch, revolving field, drip-proof construction, air cooled by a direct drive centrifugal blower fan, and a pre-lubricated sealed bearing design with flexible drive disc coupling directly connected to the engine. All insulation system components shall meet NEMA MG1 temperature limits for Class H insulation system
  - a. Actual temperature rise in accordance with NEMA MG1, measured by resistance method at full load, shall not exceed a temperature as follows
    - 1) Minimum of 125 °C
  - b. The alternator shall be capable of delivering rated genset output kW at rated frequency and power factor, at not more than 5 percent above or below rated voltage.
    - 1) Alternator shall be capable of 99 KW. Genset rating may less than or equal to the alternator capability
  - c. At full load, the alternator efficiency shall be not less than **93 %** Minimum
  - d. The generator set transient response from no load to full load, and full load to no load in one step shall not exceed the voltage dip, voltage overshoot, and voltage recovery as defined in ISO 8528-5
  - e. Sustained short circuit currents shall be in conformance with NEMA Standards
  - f. Telephone influence factor shall be less than 50 and conform to NEMA Standards
  - g. The neutral connection when provided, shall be electrically isolated from equipment ground and terminated in same junction box as the phase conductors
  - h. The alternator shall be equipped with a brushless rotating exciter system
  - i. Alternator shall be designed for sustained operation at 125% of the RPM specified for the engine generator set without damage
  - j. Lifting lugs shall be provided for convenient connection to and removal from the engine
  - k. The alternator shall be constructed to protect against accidental contact and ingress of foreign bodies and of water
    - 1) Protection shall be rated IP22

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- I. The alternator shall be marked with the appropriate agency markings as follows
2. Voltage Regulator
  - a. The engine generator set shall include an automatic voltage regulator which is matched and tested with the engine governing system provided. The regulator shall be immune from mis-operation due to load induced voltage waveform distortion and provide a regulated output to the alternator exciter
    - 1) The voltage regulator shall be model number AS440-UL or equivalent
    - 2) The voltage regulation system shall be equipped with RMS phase sensing and shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. The system shall include a function to reduce output voltage in proportion to frequency below a threshold of 58-59 HZ. The voltage regulator shall include adjustments for gain, damping, and frequency roll-off. Adjustments shall be broad range, and made via trim pots or digital raise-lower switches.
    - 3) The voltage regulator shall be capable of controlling the alternator transient response from no load to full load, and full load to no load in one step as not to exceed the voltage dip, voltage overshoot, and voltage recovery as defined in ISO 8528-5
      - a) Voltage Dip on application of load to be no less than -25% of rated voltage
      - b) Voltage Recovery Time on application of load to be less than 10 Seconds
      - c) Voltage Overshoot on removal of load to be no greater than +35% of rated voltage
      - d) Voltage Recovery Time on removal of load to be less than 10 Seconds
- I. Engine
  1. The engine shall be manufactured by NG Engine and meet EPA CFR 40 Part 60 & 1048 emissions level. The engine must be certified with the latest tier certification. The horsepower rating of the engine shall be sufficient to drive the generator and all connected accessories.

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2. The engine shall be natural gas fueled, radiator and fan cooled, and operate at **1800** RPM nominal. Engine accessories and features shall include:
  - a. Engine induction system shall be turbocharged and charge air cooled . Air filters shall be installed and be a replaceable dry element type air cleaner
  - b. Complete engine fuel system, including all pressure regulators and control valves as recommended by the engine manufacturer, shall be engine mounted.
  - c. An electronic governor system shall provide automatic isochronous frequency regulation and a steady state frequency regulation of +/- 0.5%
  - d. Engine oiling system shall be provided by a positive displacement, mechanical, full pressure lubrication oil pump. Oil filtering shall be full flow lubrication oil filter with replaceable spin on canister element and dipstick oil level indicator
  - e. A 24 Vdc electric starter system capable of three complete cranking cycles of engine without overheating shall be integral to the engine
  - f. Engine mounted battery charging alternator, 70 Ampere minimum, and solid state voltage regulator shall be located as necessary such that output is available to charge the starting batteries when the engine is operating
  - g. Battery rack and cables shall be provided with the generator set
    - 1) The battery rack shall be located for convenient battery connection and ease of battery maintenance
    - 2) Battery rack and cables will be provided and sized as necessary to operate the generator set at a minimum ambient temperature of -18 °C
3. Engine Cooling System
  - a. Liquid cooled, closed loop engine radiator system
  - b. Radiator shall be mounted on the engine generator base with integral engine driven circulating pump and engine driven cooling fan
  - c. Radiator and cooling system rated for full load operation in rated ambient temperature as measured at the generator air inlet
  - d. Cooling system shall be filled with 50/50 ethylene glycol/water mixture
  - e. Rotating parts shall be guarded against accidental contact

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4. Flexible fuel supply lines shall be provided with 12 inch minimum length
  5. Oil and coolant drain lines shall be extended to the genset base rail
  6. Engine Starting Battery
    - a. Quantity 1 batteries, Group 8D, 12 Volt, 750 Cold Cranking Amperes minimum shall be provided
  7. Engine Battery Charger
    - a. An engine battery charger will be provided by the generator set manufacturer to charge and maintain the engine starting batteries during times of non-operation of the engine generator set
      - 1) The battery charger will be capable of charging Lead Acid batteries
      - 2) The battery charger shall have 10 Amp nominal output
      - 3) The battery charger shall require 120 Vac, single phase, 60 Hertz power. Buyer to provide proper power supply circuits for the charger as required for the voltage and load of the charger, connected to a normally served distribution circuit.
  8. Cold Weather Starting
    - a. Coolant heater 120/208 VAC / 2500 Watt shall be connected with isolation valves to reduce the engine ambient temperature capability to -18 °C. Buyer to provide proper power supply circuits for the heater as required for the voltage and load of the heater, connected to a normally served distribution circuit.
- J. Exhaust Silencer
1. Exhaust silencer shall be provided for each engine, the size and type to provide the minimum back pressure and exhaust flow as recommended by the engine manufacturer. Exhaust system shall be installed according to the engine generator set manufacturers recommendations and any applicable codes and standards as defined by the authority having jurisdiction.
    - a. The exhaust silencer shall be critical grade and include an integral catalytic converter.
    - b. The exhaust silencer shall be mounted externally to the genset enclosure.

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- c. Connection from engine to exhaust system shall be flexible section of corrugated stainless steel pipe of the size and type as recommended by the engine generator set manufacturer.

K. Vibration Isolation

1. Vibration isolators shall be provided in a quantity as recommended by the generator set manufacturer to provide suitable isolation to reduce the vibration to the surrounding area.
  - a. Isolators shall be of the springtype.
  - b. Isolators shall be mounted between the genset base and mounting surface at the genset installation site by the seller. The isolators shall be mounted at the locations indicated by the engine generator set manufacturers drawings. Unit shall be bolted to the concrete pad at locations required by the manufacturer.

L. Engine Generator Set Controls

1. General
  - a. The generator set shall be provided with a microprocessor based control system designed to provide the following features and functions:
    - 1) The control system shall be mounted within the generator set and provide a suitable operator control panel. The control panel shall provide vibration isolation as necessary to the mounted controls to provide trouble free operation
    - 2) Manual and automatic starting/stopping of the generator set shall be provided
      - a) Automatic mode of operation shall have provisions for accepting a starting/stopping signal from a remote device
      - b) Manual mode of operation shall be provided at the operator control panel located on the generator set
    - 3) Monitoring and control functions for the generator set shall be provided
      - a) Local monitoring and control shall be provided on the generator set operator control panel

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- b) Control system shall have the capability for remote monitoring and control with the use of additional hardware, components, and cabling as noted in the text. Controller shall communicate in Modbus.
- 4) Automatic annunciation or shutdown of generator set warning or alarm functions
  - a) Local monitoring and control shall be provided on the generator set operator control panel
  - b) Control system shall have the capability for remote monitoring and control with the use of additional hardware, components, and cabling as noted in the text
- 5) Controller must be non-proprietary and serviceable by **any** service technician.
- b. Control Functions
  - 1) The control system shall include a engine cycle cranking system with adjustable settings for:
    - a) Pre Start Delay Time
    - b) Maximum Crank Time
    - c) Pause Time between crank attempts
    - d) Idle Time
  - 2) The control system shall include an engine governing control to provide steady state frequency regulation. The governor shall include adjustments for gain, dampening, and ramping functions to control engine speed if not provided by the engine control module supplied by the engine manufacturer
  - 3) The control system shall include adjustable time delay functions for:
    - a) Time Delay Start
    - b) Time Delay Stop
- c. Emergency Stop
  - 1) An emergency stop switch shall be provided. Depressing the switch shall cause the generator set to shut down. The switch shall be flush



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mounted and located to prevent accidental operation. The switch shall be a Red mushroom type requiring a manual reset and shall be clearly marked as emergency

2. Controller Operator Display
  - a. The generator set controller shall have the following operator display features as a minimum
    - 1) Backlit graphical LCD display 64x128 pixel resolution minimum
    - 2) Genset status LEDs shall provide the following indications:
      - a) Alarm - Preferred color is Red
      - b) Not In Auto - Preferred color is Red
      - c) Warning - Preferred color is Yellow
      - d) Running - Preferred color is Green
      - e) Ready / Auto - Preferred color is Green
      - f) Supplying Load - Preferred color is Green
    - 3) The controller panel shall be a sealed membrane type. Sealing shall meet IP64 and have operator keys for the following control functions:
      - a) Start
      - b) Stop
      - c) Fault Reset
      - d) Horn Reset
      - e) Data Entry - Mode, Page Up, Page Down, and Enter
    - 4) The genset controller shall display the following engine metering and protection functions:
      - a) Running Hour Meter
      - b) Over Speed Shutdown
      - c) Low Oil Pressure Warning
      - d) Low Oil Pressure Shutdown

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- e) High Coolant Temperature Warning
  - f) High Coolant Temperature Shutdown
  - g) Low Coolant Temperature Warning
- 5) The genset controller shall display the following generator set metering and protection functions:
- a) Under Voltage Warning
  - b) Under Voltage Shutdown
  - c) Over Voltage Warning
  - d) Over Voltage Shutdown
  - e) Over Frequency Warning
  - f) Over Frequency Shutdown
  - g) Under Frequency Warning
  - h) Under Frequency Shutdown
  - i) Over Current Shutdown
- 6) The genset controller shall display the following generator set output metering functions:
- a) Output Voltage - Each Phase
  - b) Output Current - Each Phase
  - c) Output Frequency
  - d) Output kW (kilowatt)
  - e) Output kWh (kilowatt hours)
  - f) Output kVA<sub>r</sub> (kilovolt-ampere Reactive)
  - g) Output kVA<sub>h</sub> (kilovolt-ampere hours)
3. Common Alarm
- a. A common remote audible alarm function will be provided so that a horn output will occur. The horn shall be battery powered and resettable from

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the operator control panel and any remote annunciator as specified in the text. The horn will activate if any of the following conditions occur:

- 1) Over Crank Alarm
- 2) Low Coolant Temperature Warning
- 3) High Coolant Temperature Warning
- 4) High Coolant Temperature Alarm
- 5) Low Oil Pressure Warning
- 6) Low Oil Pressure Alarm
- 7) Over Speed Alarm
- 8) Not In Automatic Warning
- 9) Low Cranking Voltage Warning

M. Sound Attenuated Engine Generator Set Enclosure

1. Sound Attenuated engine generator set enclosure shall be factory assembled to generator set base. Enclosure shall provide ample airflow for generator set operation at rated load in the ambient conditions specified. The housing shall have hinged side access doors and all doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color using an electro-coating paint process, or equal meeting the performance requirements specified below
  - a. Example: Roof and wall sections shall be 14 gauge ASTM A569 hot rolled steel with #4 finish and shall be finished with DuPont Powder Coating No. PFT500S8, Almond color, TGIC-Polyester, electrostatically applied enamel-based powder paint 1.5 to 2.5 mil. thickness and shall be baked at 400F for 15 minutes.
  - b. Hardware used on enclosure exterior surfaces shall include stainless steel fasteners, zinc plated cast aluminum keylock door handles, and heavy duty stainless steel hinges with removable brass pins
  - c. Noise reduction provided by enclosure over internally mounted equipment shall be a minimum of 15dBA at 3 Meters
  - d. External mount silencer shall be mounted above the enclosure roof using heavy duty powder coated brackets. Integral rain shield shall be included

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- on exhaust pipe to enclosure opening to divert rain and debris away from the genset area
- e. Sound Deadening Interior Surface shall be constructed with 3 inches of thermoset fiber material set between the exterior wall and a perforated mil finished aluminum interior wall
  - f. Fixed acoustic louvers for cooling air Intake shall be made of mil finished aluminum exterior, fiberglass insulation with perforated aluminum on interior facing surface, and designed to divert rain and debris away from the genset area. Louvers will include a bird and debris screen
  - g. Air Discharge Hood is mounted in front of the unit mounted radiator and includes an integral punched screen air discharge barrier mounted in front of the normal radiator area to protect from birds and debris. Discharge Hood is lined with acoustic foam insulation and includes a rain gutter to channel water away from the genset interior. The discharge hood and air discharge barrier shall be made of the same enclosure material to complement the genset exterior
  - h. Modular construction shall be provided to allow flexibility to meet various field conditions including reversing door swing, adding or moving doors, or adding sound attenuating hoods
  - i. Wall sections shall use overlapping flanges that are bolted together and to the base rail with SAE grade 5 bolts with Nylock or Rivnut fasteners or equivalent
  - j. Roof, wall and door sections shall be no more than 42 inch wide with folded flanges of no less than 2-1/4 inch to prevent moisture from entering the genset area and can withstand up to 150 MPH wind load. PE Certification must be supplied at no cost to owner.
  - k. Roof sections shall be designed with a load rating of 25 lb/ft<sup>2</sup> and constructed with a 1 inch overhung drip edge and rain gutters over all doors and openings to maintain less than 0.01 ounces of moisture penetration per square foot of louver free area during a 4 inch per hour rainfall.
  - l. Door gaskets shall be made from heavy duty non-hygroscopic rubber to prevent doors from freezing shut during inclement weather
  - k. Structural steel frame will incorporate vibration isolators between genset and mounting surface to decouple genset vibration from mounting surface.

Manatee County Desoto Center  
Sheriff's Office Evidence Room

Vibration isolators will be installed by the manufacturer. Frame shall include integral lifting points capable of lifting the genset without damage

- n. Internal stub up area shall be provided for easy access to power cabling and fuel supply connections

A. PROJECT INCLUDES

- 1. Ground-fault sensing, relaying, tripping, and alarm devices for installation in distribution switchboards and panelboards rated 600 volts and less.

B. PRODUCTS

- 1. Ground-Fault Sensing Devices:
  - a. Outgoing-Circuit Current Sensors: Current transformer with circuits requiring outgoing-circuit sensing method.
  - b. Ground-Return Current Sensors: Current transformer for encircling main bonding jumper connection.
  - c. Short Circuit Rating: 200,000 amperes RMS symmetrical.
  - d. Outputs: Compatible with relay inputs.
- 2. Ground-Fault Relays and Monitors:
  - a. Ground-Fault Relay: Solid-state type without external electrical power supply required for relay.
  - b. Monitor Panels: Ground-fault indicators, control-power indicators, test and reset buttons.

END OF SECTION

Attachment "A"

STATEMENT OF NO BID

If you do not intend to bid please return this form immediately to:

Manatee County Purchasing  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No.: 12-2212CD- Purchase of 80 KW Natural Gas Generator- for Manatee County Desoto Center Property and Evidence Storage Project- Phase II, for the following reason(s):

- Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond requirement
- Specifications unclear (explain below)
- Unable to meet insurance requirements
- Remove us from your "Bidders List"
- Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title of above signer)

**Attachment "B"**

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

SWORN STATEMENT PURSUANT TO ARTICLE 6,  
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no

FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgement has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.