



LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0428

for the Purchase and Installation of Generator at Fire Station 90 / 104

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Berg Electric, Inc.** (hereinafter "Contractor") to **supply and install Generator at Fire Station 90 / 104** to the County pursuant to County Bid number **15-0428** (hereinafter "Bid"), opening dated **March 4, 2015**, Addendum # 1 dated **February 12, 2015**, Addendum # 2 dated **February 18, 2015** and Contractor's **March 2, 2015** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The performance period under this contract shall commence upon the date of the Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and then will remain in effect until completion of the expressed and/or implied warranty periods.

Vendor shall follow timeline associated with Sand Skinks.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 04-29-15

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)
Purchase and Installation of Generator, Transfer Switch
and Misc. Electrical Work at Fire Station 90 /104

RFP Number: 15-0428 Contracting Officer: Sandra Rogers
Pre-Proposal
Proposal Due Date: March 4, 2015 Conference Date: Not applicable
Proposal Due Time: 3:00 PM RFP Issue Date: February 9, 2015

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ Phone Number: _____
E-mail Address: _____ Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract to furnish and install an emergency generator and automatic transfer switch at Lake County Fire Station 90 / City of Clermont Fire Station 104. Vendor is to provide a firm fixed price for a complete turnkey operation including all engineering, drawings, permits, fees, labor, materials and all other documentation necessary to meet installation requirements. The emergency generator and transfer switch shall be installed in full accordance with the manufacturer's installation instructions. **The contractor shall provide all labor, materials, and permits for the complete installation of an emergency generator in accordance with the specifications and terms and conditions contained within this RFP.**

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Sandra Rogers, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Firm's qualifications.
2. Proposed materials and plans to accomplish tasks.
3. Expressed understanding of the services required by the County.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Service.

7. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visit

Not applicable.

Section 1.5: Term of Contract – Upon acceptance of Goods or Services

The performance period under this contract shall commence upon the date of the purchase order or related Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment

See Facilities Management Additional Terms and Conditions.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

Work shall be completed within the time frames noted in Attachment 4 of this Invitation to Bid. Liquidated damages will apply if the work is not completed at the end of the month designated for completion of work.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.10.2: Liquidated Damages for Late Delivery

See Facilities Management Additional Terms and Conditions.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor’s expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

See Facilities Management Additional Terms and Conditions.

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County

Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

Two (2) original proposal and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposal Sections:

Proposals shall be organized into the following major sections.

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.

- Length of and type of service with firm.
- Education and formal training, including certifications.

D. Any required licenses or permits.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Provide manufacturer documentation regarding the product proposed.
- C. Exceptions and Additions– clearly describe any exceptions and additions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Completed Pricing Certifications, Addendum Acknowledgements, Signature

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 8 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 9 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Alternate Offers May be Considered

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the

County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Clean-Up

See Facilities Management Additional Terms and Conditions.

Section 1.18: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.19: Compliance with Federal Standards

See Facilities Management Additional Terms and Conditions.

Section 1.20: Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

- A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.
- B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should

any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.21: Furnish and Install Requirements

See Facilities Management Additional Terms and Conditions.

Section 1.22: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.23: Permits and License Information

Contractor shall register and obtain any and all permits and licenses with the Lake County Building Services Division prior to starting work. For more information on how to register with Building Services Division contact (352) 343-9653 or enter click on the link below:
http://www.lakecountyfl.gov/departments/growth_management/building_services/

Section 1.24: Protection of Property

See Facilities Management Additional Terms and Conditions.

Section 1.25: Operation and Maintenance Manuals to be Provided

The vendor shall supply the County with a minimum of two (2) comprehensive operation and maintenance manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals may be supplied in the form of a book, CD or Electronic Format. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.25: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent

or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

Section 1.28: Training to be Provided

The vendor shall provide instruction to County representative(s) covering proper operation and maintenance of the equipment provided.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract to furnish and install an emergency generator and automatic transfer switch at Lake County Fire Station 90 / City of Clermont Fire Station 104. Vendor is to provide a firm fixed price for a complete turnkey operation including all engineering, drawings, permits, fees, labor, materials and all other documentation necessary to meet installation requirements. The emergency generator and transfer switch shall be installed in full accordance with the manufacturer's installation instructions.

Specifications:

The generator shall duplicate the power capacity of the main power service entry as well as automatically power the building during power outages or brown outs. The generator shall also have the fuel capacity to operate for a minimum of 96 hours. The contractor is also required to provide a minimum of one (1) year warranty on all parts and labor, and install 2 – 110v duplex receptacles on opposite sides of the metal canopy to be run from the main service panel.

All Generator Sets Shall Meet or Exceed the Following Specifications:

- a) Unit shall comply with Local, State, and Federal regulations for permanent mount emergency generators.
- b) Unit is to be rated for "Prime" or "Continuous Duty" Testing Certification at a minimum 70 degrees Fahrenheit. Stand-by ratings are not acceptable.
- c) Unit shall meet current EPA requirements for Federal Emission Regulations per Tier-2.
- d) Generator shall be U.L. 2200 Listed
- e) Unit shall be liquid cooled and capable of operating between -20° and 131° Fahrenheit.
- f) Fuel tank shall be Underwriters Laboratories Listed 142 double wall self-containment and plumbed ready for operation with emergency vents and float level indicators.
- g) Fuel tanks shall be sub-base mounted.
- h) The fuel tanks for the unit shall be a minimum of 96 hour operation capacity with a self-containment capability of 110%.

All Units Shall be Supplied with the Following:

- a) 120 Volt A.C. powered D.C. battery to maintain charger with Ammeter and float switch to prevent over charging
- b) D.C. starting battery with rack and cables installed
- c) All components shall be DC Volt:
Analog Engine/Generator Control Panel: AC Ammeter, AC Voltmeter, Frequency Meter, Running Time Meter, Engine Oil Pressure Gauge, Water Temperature Gauge, Line Reading Selector Switch, On/Auto/Manual Switch, Auto Start Engine Controller with Fault Lights for Over Speed, Over Crank, Low Oil Pressure, and High Water Temperature.

- d) Controller shall be capable of interfacing with the Automatic Transfer Switch
- e) Sound attenuated weather resistant enclosure must be polyester powder coated galvanized steel, capable of wind force of up to 75 mph, gust win of up to 150 mph, and rain exposure of up to 100mm/hr.
- f) Unit shall be supplied with a critical grade spiral type silencer mounted inside the weather resistant sound enclosure.
- g) Stainless steel exhaust flex
- h) Alternating current brushless generator
- i) Thermally protected main line set mounted circuit breaker
- j) Steel channel skid-base vibration isolators
- k) Dry type air cleaner
- l) Engine block heater
- m) Safety shutdowns for high water temperature, low oil pressure, over speed and over crank.
- n) All units are to be factory load tested and certified.
- o) Concrete pad designed and approved by the manufacturer for use with the generator.

Automatic Transfer Shall be Supplied with the Following:

Automatic Seven day generator exerciser.

Miscellaneous Additional Electric Work

Install two (2) 110v duplex receptacles on opposite sides of the metal canopy to be run from the main service panel.

Estimated Permit Fees for the Work to be Performed

Vendors are advised that permit fees in the estimated amount of \$95 will apply to this project. The vendor is to apply for and obtain all required permits.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP TITLE: Purchase and Installation of Emergency Generator, Transfer Switch and Misc. Electrical Work at Fire Station 90 /104

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p style="text-align: center;"> Addendum #1, Dated: <u>2/9/2015</u> Addendum #2, Dated: <u>2/12/2015</u> Addendum #3, Dated: <u>2/18/2015</u> Addendum #4, Dated: _____ </p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this RFP.</p>

PRICING SECTION

The price below is for the total and complete installation of a generator and automatic transfer switch at Fire Station 90/104 as specified within this solicitation. In no event shall Lake County be liable for payments in excess of the amount due as stated below:

1. Total cost to provide the Generator Unit and Automatic Transfer Switch: \$ 30,533.00
2. Total cost to install the Generator Unit and Automatic Transfer Switch: \$ 6,000.00
3. Total cost to provide and install two (2) 110 v duplex receptacles on opposite sides of the metal canopy to be run from the main service panel: \$ \$400

Total Combined Price (1, 2, and 3 above): \$ 36,933.00

Generator Brand Name: Generac

Generator Model: SD0050AG163.4D18HPSY3

Vendor has has not X taken any exceptions, exemptions, or additions to the terms, conditions, or specifications stated in this solicitation. If yes, attach sheet detailing all such issues. Provide sufficient detail to enable completion of evaluation by the County. It shall be unacceptable for any contractor to make the statement "See Specifications" in lieu of listing all exceptions or additions from the preceding specifications. It shall also be unacceptable for any contractor to submit manufacturer's literature in lieu of the above. All exceptions and additions to specifications shall be either hand written or typed on an attached separate sheet.

NOTE: The completion time frame for this project shall be as noted in the time frame information provided at Attachment 4 to this solicitation. Liquidated damages will apply if the work is not completed at the end of the month designated for completion of work. Note that there is a specific time frame for completion of work associated with the existence of sand skinks at the work site and another completion time frame associated with no skink population at the work site. The County will be responsible for all identification and resolution efforts associated with this issue,

Bidder's Florida License Number: EC13002177

Name and telephone of person to contact for emergency service:

Name: Gary Berg

Telephone/Cell Number: 352-267-4583

Disaster Assistance:

Name: Chris Cass

Telephone/Cell Number: 407-925-3462

Other Items for Completion by Vendor:

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 15-0428

- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: Yes No

ver

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- Primary business location of the responding vendor (city/state): Tavares, Fl.
- Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:
Shop Located @ 4244 Old Us Hwy 441 , Mt Dora, Fl.

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:	
Firm Name:	<u>Berg Electric, Inc</u>
Street Address:	<u>4244 W. Old Hwy 441, Mt Dora, Fl</u>
Mailing Address (if different):	<u>P.O. Box 647, Tavares, Fl. 32778</u>
Telephone No.:	<u>352-267-4583</u> Fax No.: _____ E-mail: <u>Bergelec1@yahoo.com</u>
FEIN No.	<u>59 - 2453451</u> Prompt Payment Terms: _____ % _____ days, net <u>30days</u>
Signature:	<u>[Signature]</u> Date: <u>3/2/2015</u>
Print Name:	<u>Gary Berg</u> Title: <u>Owner</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: <u>Sandra Rogers</u> Date: <u>04-29-15</u>	
Printed name: <u>Sandra Rogers</u> Title: <u>Contracting Officer</u>	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: FS 90 Timeline

Attachment 5: FS 90 Site Plan

Attachment 6: Facilities Management Additional Terms and Conditions

WORK REFERENCES

Agency	PRINGLE Homebuilding Group
Address	9800 US Hwy 441, Suite 101
City,State,ZIP	Leesburg, FL 34788
Contact Person	ROB KLEINSMITH
Telephone	352-308-7220
Date(s) of Service	1984-2008; 2013 - PRESENT
Type of Service	NEW CONSTRUCTION; Complete WIRING OF New Homes; SMALL COMMERCIAL jobs; Remodels
Comments:	

Agency	City of EUSTIS
Address	Hicks Ditch FIRESTATION - 1800 Hicks Ditch Rd.
City,State,ZIP	Eustis FL 32726
Contact Person	JIM STROUPE - Building official
Telephone	352-602-5063
Date(s) of Service	6/2014 - 10/2014
Type of Service	Complete ELECTRICAL wiring including TERMINATION OF generator equipment
Comments:	

Agency	Motts CONCRETE & CONSTRUCTION
Address	3745 Rogers Industrial Park Road
City,State,ZIP	OKAHUMPKA, FL 34762
Contact Person	LARRY MOTT
Telephone	352-323-8488
Date(s) of Service	2002 - PRESENT
Type of Service	Commerical Buildouts; New CONSTRUCTION. HOMES; AIRPORT HANGERS; Remodels; VARIOUS SERVICE WORK
Comments:	

VENDOR PROFILE FORM

<p>1. Bidder Name & Address: Berg Electric, Inc P.O. Box 647 Tavares, Fl. 32778</p>	<p>1d. Licensed to do business in the State of Florida? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1a. FEIN # 59-2453451</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact Gary Berg 352-267-4582</p>
<p>1b. Year Firm was established <u>1984</u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume. Gary Berg Chris Cass</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: <u></u> Date: <u>3/2/15</u></p> <p><u>Gary Berg</u> <u>President</u> (Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u> Replacement Generator and transfer switch for Lake County Fire Station #27. 19212 County Rd 44B.	<u>Contact Person:</u> John Jolliff <u>Title:</u> Director of Public Safety Lake County
<u>Completion Date (Actual or Estimated)</u> 5/2011 <u>Project Cost:</u> \$ 30K estimated	<u>Telephone Number</u>
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items). Install new 60KW diesel generator. Remove old transfer switch and correct improper wiring and install new automatic transfer switch. Perform startup and testing of generator system. Project was completed in a lotted time and for quoted cost.	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u> Gary Berg and Chris Cass	



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: February 12, 2015

RFP No. 15-0428

RFP Title: Purchase and Installation of Generator, Transfer Switch and Misc. Electrical Work at Fire Station 90 / 104

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to supply vendors with electrical plans and address questions received to date.

Additions:

Fire Station 90 Electrical Plans attached below on attached two (2) pages.

Questions/Answers:

Question 1: The specs state that the generator shall match the utility service of the building but I cannot find this on the documents that were sent out. I need to know the KW generator or what voltage is required.

Answer: The building is a 2,500 SF modular building with a 400 amp 120/240 single phase service.

Question 2: Is there a place where I can look at the plans to determine footages, and area?

Question 2: The site plan has measurements on it

Question 3: Is it possible to use LP or NG for the fuel to power the generator or is diesel the only allowed fuel?

Answer 3: Diesel is the only fuel allowed.

Question 4: Is there a size in mind by the Project Engineer?

Answer 4: No

Question 5: What will be the amperage of the main service?

Answer 5: 400

Question 6: Where is the location of main service equipment be in relative to the generator location?

Answer 6: See site plan and electrical drawing

Question 7: Will the Transfer Switch need to be Service Entry Rated?

Answer 7: No

Question 8: Will this contractor be responsible for any of the feeder conduit and/or the conductors from the utility point of service to the main building service?

Answer 8: Yes

Question 9: Will there be a panel or loadcenter with available capacity for the outlets under the canopy, the lock heater and battery charger?

Answer 9: The receptacles added on the canopy will be powered from the main service (see electric drawings and site plan for locations).

Question 10: Will there be a remote annunciator for the generator?

Answer 10: No

Question 11: I would like to conduct a site visit to determine current building service size, and put our eyes on the proposed generator location. Please let me know when will be a good time to stop by.

Answer 11: The location is vacant and will offer no information that would be helpful. Vendors shall review the RFP, Attachment 5, Site Plan, Lake County Fire Station 90 Electrical Plans (See below) and this addendum and submit a proposal accordingly.

Question 12: Is Fire Station 90 and 104 the same station? Is this RFP to add two (2) generators to two (2) stations?

Answer 12: Lake County Fire Station 90 / City of Clermont Fire Station 104 are the same station. This is for one (1) generator at one (1) station.

Question 13: I do not see a list of approved generator manufacturers. Are we to assume the County will accept any manufacturer who can meet the requirements?

Answer 13: This is an RFP. An RFP allows the contractor to submit a generator that meets or exceeds the specifications in the Scope of Services.

Question 14: Who is responsible for the initial filling of the diesel fuel tank?

Answer 14: The contractor.

Firm Name: Gary Dora Date: 4/29/15

Signature: [Signature] Title: Pres. D.E.

Typed/Printed Name: Gary Dora

FIRE STATION 90 & 104 ELECTRIC PLAN

REVISIONS	
no.	description

ISSUED FOR: BIDDING

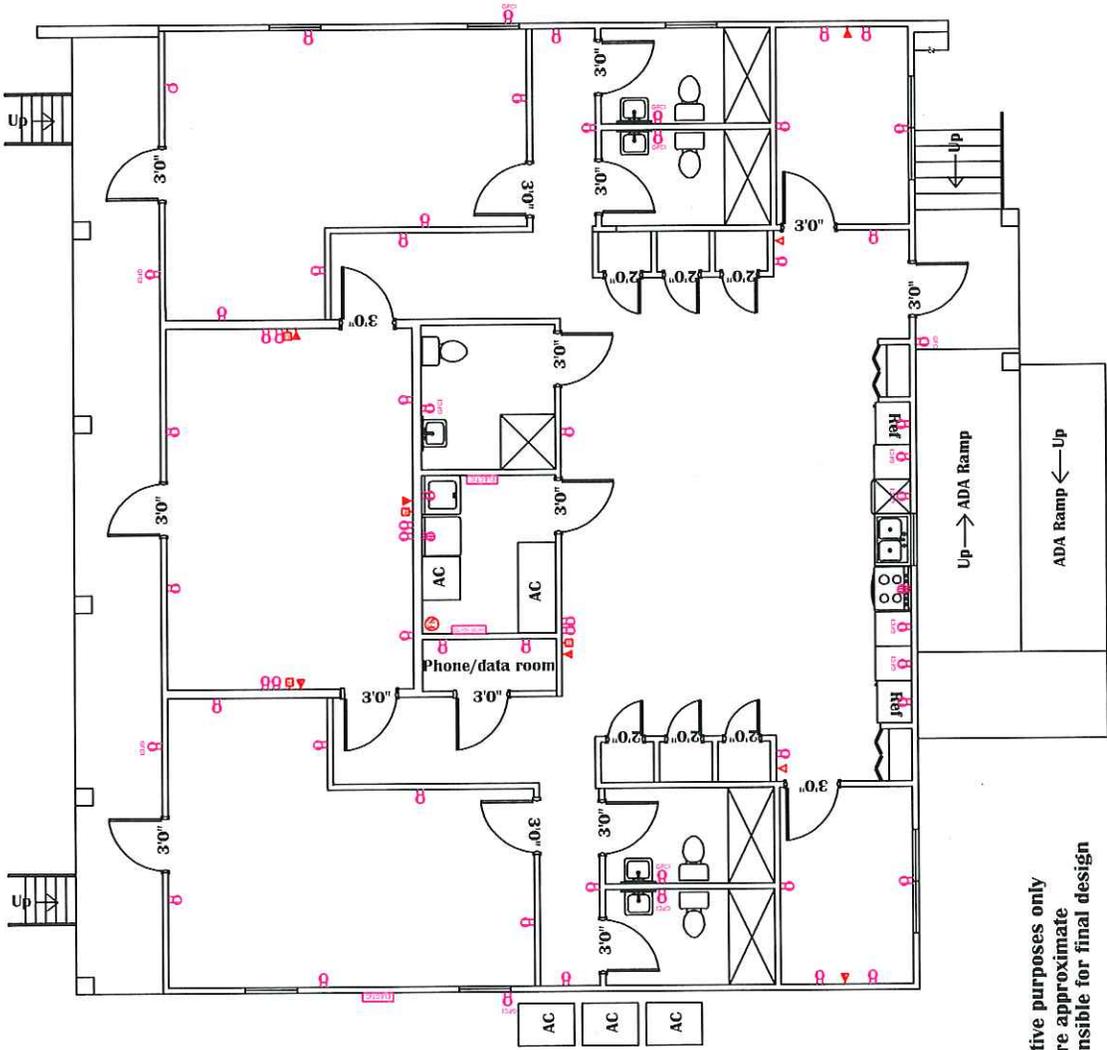
DATE: 03.14.14

REVISION FOR: FILE

DESIGNED BY: DWIGHT

DATE: 03.14.14

2 of 9



Symbol Legend

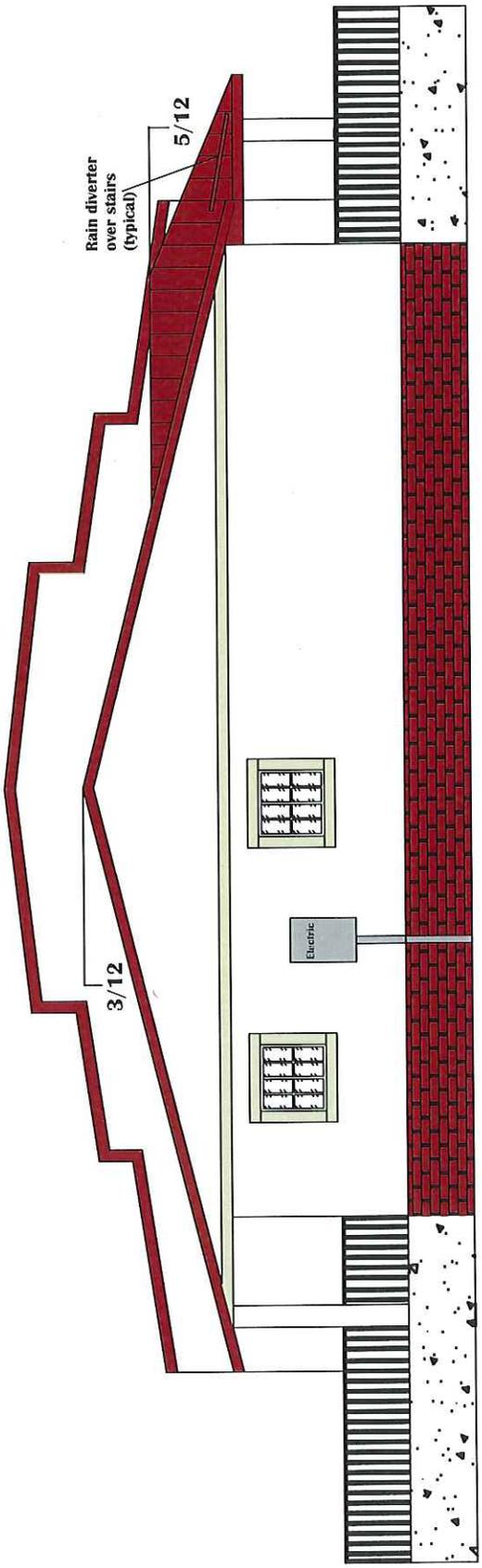
	110-volt duplex receptacle
	15A duplex receptacle
	240-volt receptacle
	Telephone jack
	Telephone & data jack
	Telephone jack
	Electric panel
	Water heater

Drawing is for illustrative purposes only
NTS. Measurements are approximate
Vendor shall be responsible for final design

FIRE STATION 90 & 104 REAR ELEVATION PLAN

ISSUED FOR:		no	date	description
BIDDING				

DATE: 03.14	REVIEWED BY: ILB
DRAWN BY: DWIGHT	SHEET NO.: 7 of 9



Drawing is for illustrative purposes only
 NTS Measurements are approximate
 Vendor shall be responsible for final design



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
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TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2

Date: February 18, 2015

RFP No. 15-0428

**RFP Title: Purchase and Installation of Generator, Transfer Switch and Misc. Electrical Work
at Fire Station 90 / 104**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to address questions received to date.

Questions/Answers:

Question 1: The electrical prints in the addendum show the electrical entrance but do not depict where you want the generator located. I would assume as close to the service as possible and adjacent to the building. Will the contractor be responsible for the concrete slab for the generator? If so are there any specs for the slab?

Answer 1: The generator contractor will be responsible for a complete turnkey operation including transfer switch, generator, slab, conduit, wiring, installation, permits, engineering, etc. The site plan indicates the location of the generator.

Question 2: Can I have the name of the Ele contractor who is completing the power for the Fire Station. I need to know if they will be mounting the transfer switch and installing the pipe between the Meter Can and the Switch. It only make sense to do it this way because it's much more cost effective to install it once. Also, if they will wire the switch into the service and the Gen contractor will wire to the switch. (Switch will be the Demark)

Answer 2: See answer to Question 1.

Question 3: Is it possible to run the conduit under the slab or has the slab been poured already?

Answer 3: See answer to Question 1.

Question 4: Is there a scale drawing to pull footages from?

Answer 4: See answer to Question 1.

Question 5: The information in Addendum # 1 does not help in regards to figuring out the KW needed. You need an electrical engineer to figure out the KW needed. We would take the chance of calculating the power needed from the information given. There is no record of consumption at all.

Answer 5: There is no building on site so a record of consumption is not available. See answer to Question 1.

Firm Name: Garrett Bros Date: 4/29/15

Signature: [Handwritten Signature] Title: Partner Garrett Bros

Typed/Printed Name: Garrett Bros

FIRE STATION #90 / LAKE COUNTY, FL FIRE STATION #104 / CLERMONT, FL SITE PLAN

CALL BEFORE YOU DIG:
 Sunshine State One Call
 11 Plantation Road
 DeBary, FL 32713
 Admin: (800) 636-4097
 Locates: 811 or (800) 432-4770

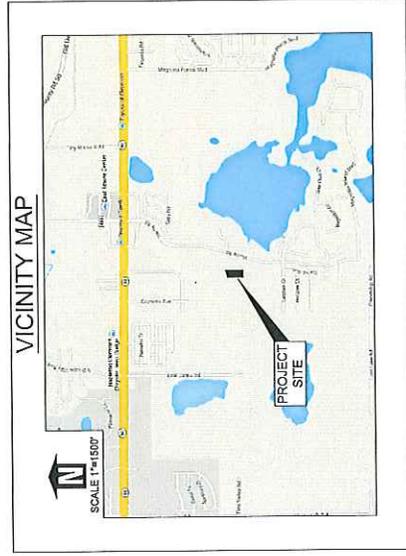
INDEX

1. COVER SHEET
2. SURVEY
3. LAYOUT
4. PAVING, GRADING, & DRAINAGE
5. STORMWATER POLLUTION PREVENTION PLAN
6. UTILITY
7. DETAILS & NOTES
8. CITY OF CLERMONT GENERAL NOTES
9. CITY OF CLERMONT GENERAL NOTES

DEVELOPMENT REVIEW

PROJECT # 2014080006 APPLICATION REQUEST # 2546
 PROJECT NAME Lake County Fire Station #90 Clermont
 ALTERNATE KEY # 1795044 ORDINANCE # 2015-
 REVIEWER PLEASE SIGN AND DATE BELOW

ENVIRONMENTAL _____
 COMMENTS: _____
 PUBLIC SAFETY / EMERGENCY 911 _____
 COMMENTS: _____
 HEALTH DEPARTMENT _____
 COMMENTS: _____
 FIRE _____
 COMMENTS: _____
 CONCURRENCY _____
 COMMENTS: _____
 PUBLIC WORKS _____
 COMMENTS: _____
 PLANNING AND COMMUNITY DESIGN _____
 COMMENTS: _____
 LANDSCAPE _____
 COMMENTS: _____
 PRELIMINARY/FINAL DEVELOPMENT REVIEW _____
 APPROVAL _____
 DATED _____ MANAGER, PLANNING & COMMUNITY DESIGN (OR DESIGNEE)



PROPERTY DESCRIPTION

THAT PART OF THE FOLLOWING PARCEL OF LAND AS RECORDED IN OFFICIAL RECORDS BOOK 1118 PAGE 2054 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AND THE NORTHEAST CORNER OF TRACT 39 OF THE MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, ACCORDING TO PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26 AND THE EAST LINE OF TRACTS 39 AND 42 FOR 1306.84 FEET TO THE POINT OF BEGINNING (SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF THE PROPOSED REALIGNMENT FOR HARTLE ROAD); THENCE CONTINUE S00°20'25" WEST ALONG SAID EAST LINE FOR 482.04 FEET; THENCE N89°36'16" W FOR 195.00 FEET; THENCE N00°20'25" E FOR 426.84 FEET TO THE SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE FOR HARTLE ROAD; THENCE N74°35'13" E ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE FOR 202.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.03 ACRES OR 88,615 SQUARE FEET MORE OR LESS.

COVER

FIRE STATION #90
LAKE COUNTY, FL
FIRE STATION #104
CLERMONT, FL
SITE PLAN

LAKE COUNTY BCC
315 WEST MAIN STREET
P.O. BOX 7800
TAWARES, FLORIDA 32778
PHONE (352) 943-9800

GRIFFEY ENGINEERING
408 N. CENTER STREET
P.O. BOX 9278
FLORIDA 32708
PHONE (352) 937-9328
FAX (352) 937-9319
FLORIDA CERT. OF AUTH. # 8082

DONALD A. GRIFFEY
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE # 12579

REV. #	DATE	DRAWN BY:	D.M.A.
		CHECKED BY:	D.M.A.
		DATE PLOTTED:	01-28-2015
		PROJECT #:	10011_02_10
		SCALE:	AS NOTED
		DATE:	08-27-2014
SHEET 1 OF 9			

PROJECT DATA
 ZONING: CFD (PROPOSED) REGIONAL OFFICE
 FUTURE LAND USE AREA: 88.61535 s.f. (2.03 ac)
 IMPERVIOUS AREA: 22,600.05 s.f. (0.52 ac)
 IMPERVIOUS SURFACE: 25.35%
 RATIO (ISR): 0.26 (MAX. 0.75)
 OPEN SPACE: 74.5%
 BUILDING SIZE: 9,498 s.f.
 FLOOR AREA RATIO (FAR): 0.03 (MAX. 1.0)
 PARKING CALCULATIONS: 10 spaces
 PARKING PROVIDED: 1 space
 ACCESSIBLE SPACES: 50 (max)
 MAX. BLDG. HEIGHT: 50 (max)
 UTILITIES: CITY OF CLEMONT
 WATER: CITY OF CLEMONT
 ELECTRIC: DUKE ENERGY
 TELEPHONE: CENTURY LINK
 FLOOD ZONE: X (FIRM 12086C05895E, 12-16-2012)
 *NO PARKING LDR. NUMBER OF SPACES DICTATED BY USER (FIRE DEPARTMENT).

GRAFFEY ENGINEERING
 408 Z CENTER STREET
 EUSTON, FLORIDA 32726
 TX (904) 957-9219
 FLORIDA CERT. OF AUTH # 8082

LAKE COUNTY BCC
 315 WEST MAIN STREET
 P.O. BOX 7800
 TAVARES, FLORIDA 32728
 PHONE (352) 343-9800

SITE PLAN
 FIRE STATION #104
 FIRE STATION #90
 LAKE COUNTY, FL

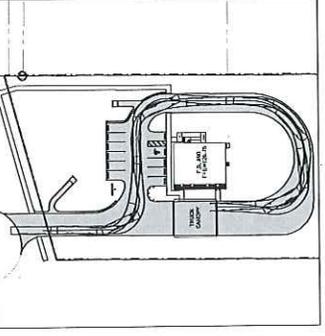
LAYOUT

REV. # DATE DRAWN BY: D.M.M.
 01-26-2015 CHG BY: D.A.A.
 01-16-2015 DRAWING #:
 10-18-2014 PROJECT #:
 DATE: 08-27-2014 SCALE: AS NOTED
 SHEET 3 OF 9

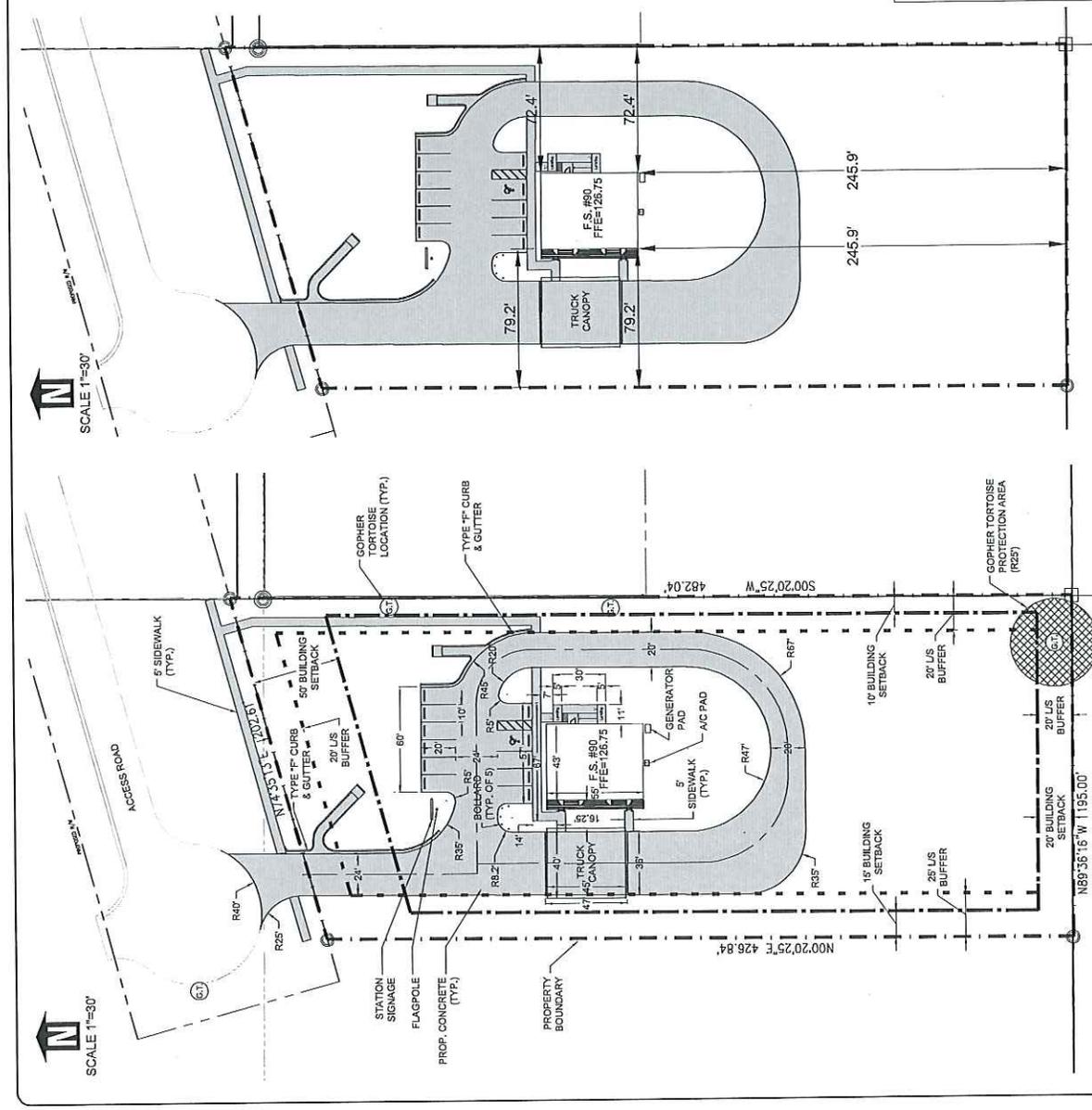
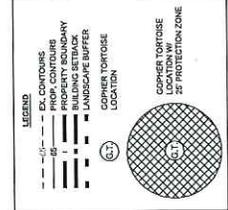
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 PARKING CALCULATIONS: 10 spaces
 PARKING PROVIDED: 1 space
 ACCESSIBLE SPACES: 50 (max)
 MAX. BLDG. HEIGHT: 50 (max)
 UTILITIES: CITY OF CLEMONT
 WATER: CITY OF CLEMONT
 ELECTRIC: DUKE ENERGY
 TELEPHONE: CENTURY LINK
 FLOOD ZONE: X (FIRM 12086C05895E, 12-16-2012)
 *NO PARKING LDR. NUMBER OF SPACES DICTATED BY USER (FIRE DEPARTMENT).



ZONING MAP
 SCALE 1"=150'



TURN PATH DETAIL
 SCALE 1"=60'



BUILDING CORNER LOCATIONS

GEOMETRY & DIMENSIONING

SCALE 1"=30'

SCALE 1"=150'

SCALE 1"=60'

CONTRACTOR SHALL OBTAIN COVERAGE UNDER AN APPLICABLE STORMWATER PERMIT. CONTRACTOR SHALL BECOME FAMILIAR WITH THE PERMIT REQUIREMENTS, DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), AND FILE A NOTICE OF INTENT (NOI) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP). INFORMATION REGARDING THE PERMIT PROCESS PROGRAM CAN BE OBTAINED AT: www.fdepriver.com OR BY CALLING THE FDEP APPLICABLE STORMWATER SECTION AT (850) 32-6900.

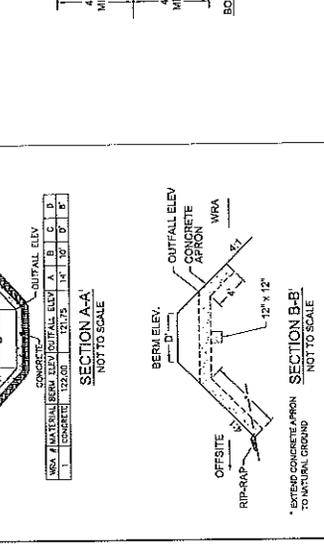
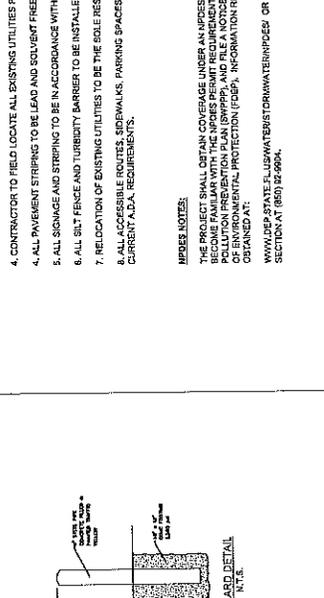
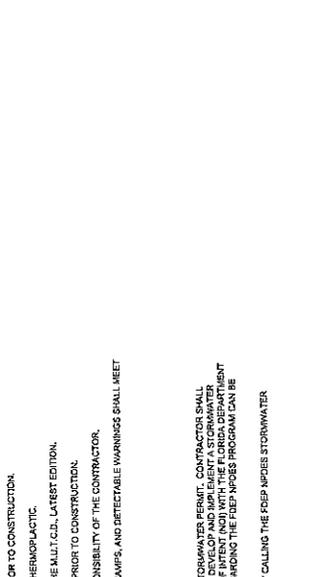
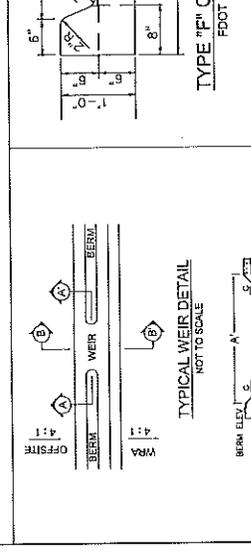
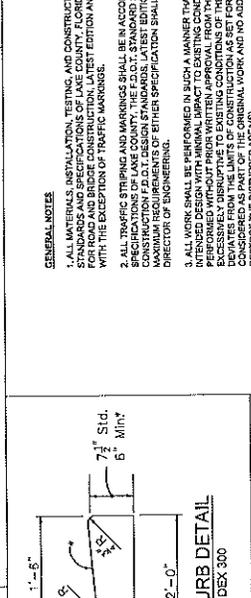
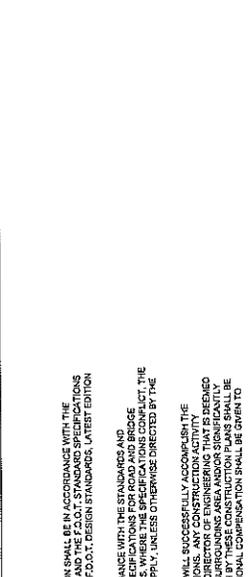
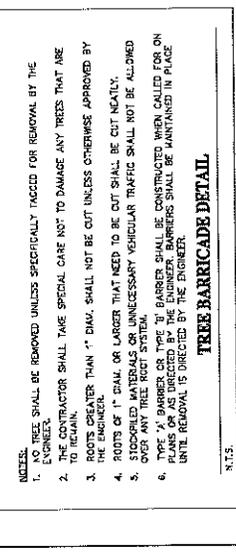
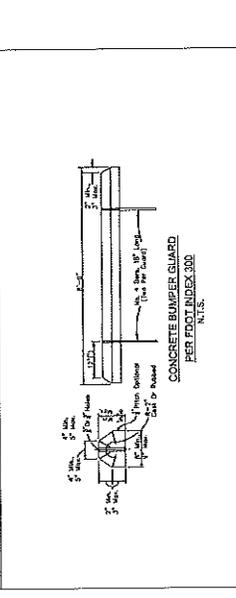
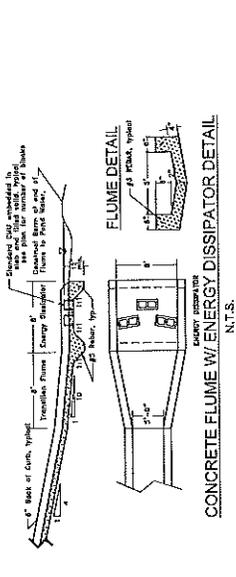
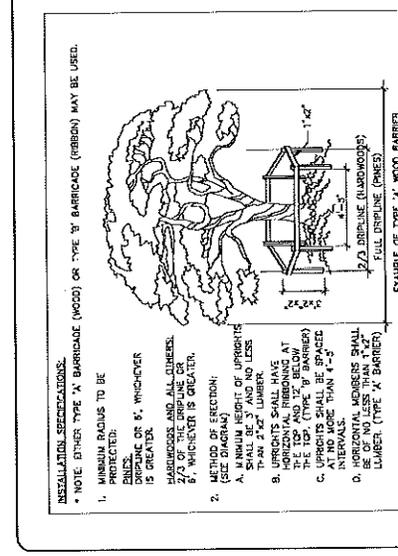
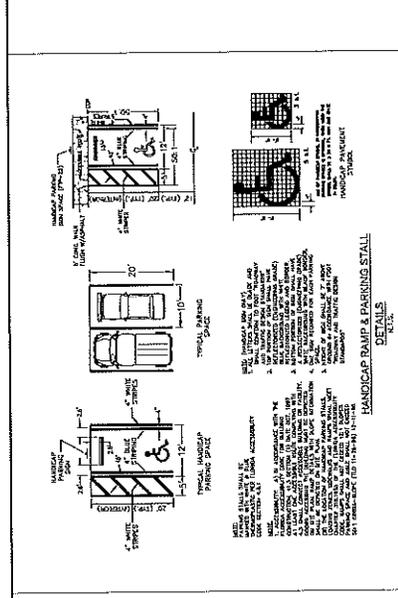
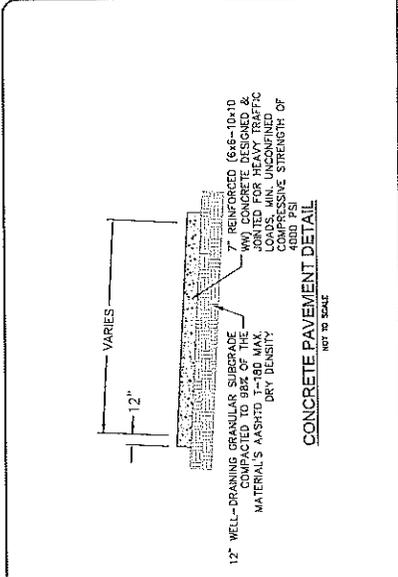
FLORIDA DEPT. OF AWT # 8082
 GRIFFIN ENGINEERING
 406 N. CENTRAL STREET
 SUITE 100
 TAMPA, FLORIDA 33606
 PHONE (813) 257-9218
 FAX (813) 257-9219

LAKE COUNTY BCC
 315 WEST MAIN STREET
 P.O. BOX 7800
 TAVARES, FLORIDA 32718
 PHONE (352) 343-8800

FIRE STATION #90
 LAKE COUNTY, FL
 FIRE STATION #104
 CLEMONT, FL
 SITE PLAN

DETAILS & NOTES

REV. # DATE
 DRAWN BY: D.M.V.
 CHECKED BY: D.A.B.
 DATE: 01-18-2015 1:07 P.M.
 DRAWING #: 13-001-0014
 PROJECT: FIRE STATION #90
 DATE: 04-22-2014 AS NOTED
 SHEET 7 OF 9



MINIMUM RADIUS TO BE PROTECTED: 6" OR 8", WHICHEVER IS GREATER.

2/3 OF THE DRIVELINE OR 2/3 OF THE DRIVEWAY, WHICHEVER IS GREATER.

METHOD OF ERECTION:

- A. SHALL BE 12" AND NO LESS THAN 2" OF LUMBER.
- B. UPRIGHTS SHALL HAVE A MINIMUM DIAMETER OF 12" AT THE TOP AND 12" BELOW THE TOP. (TYPE 'B' BARRIER)
- C. UPRIGHTS SHALL BE SPACED AT INTERVALS OF 12" TO 16".
- D. HORIZONTAL MEMBERS SHALL BE 12" AND NO LESS THAN 2" OF LUMBER. (TYPE 'A' BARRIER)

EXAMPLE OF TYPE 'X' WOOD BARRIERS

NOTES:

1. ALL TREES SHALL BE REMOVED UNLESS SPECIFICALLY TAGGED FOR REMOVAL BY THE ENGINEER.
2. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE ANY TREES THAT ARE TO REMAIN.
3. ROOTS GREATER THAN 4" DIA. SHALL NOT BE CUT UNLESS OTHERWISE APPROVED BY THE ENGINEER.
4. ROOTS OF 4" OR LARGER THAT NEED TO BE CUT SHALL BE CUT NEATLY.
5. CUTS OF 4" OR LARGER OR UNNECESSARY VERTICAL TRAFFIC SHALL NOT BE ALLOWED OVER ANY TREE ROOT SYSTEM.
6. TYPE 'X' BARRIER OR TYPE 'B' BARRIER SHALL BE CONSTRUCTED WHEN CALLED FOR ON PLANS OR AS DIRECTED BY THE ENGINEER. BARRIERS SHALL BE MAINTAINED IN PLACE UNTIL REMOVAL IS DIRECTED BY THE ENGINEER.

FACILITIES MANAGEMENT ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Hourly Rate – N/A
4. Employees
5. Dress Code
6. Supervision
7. Back Ground Check – N/A
8. Emergencies – N/A
9. Compliance with Occupational Safety and Health / Hazardous Materials
10. Licensing
11. General Inspection Requirements
12. County's Project Manager
13. Purchase Orders/Notice To Proceed
14. Contract Time
15. Liquidated Damages
16. Hours of Operation
17. Changes in Work
18. Retaining Other Contractors
19. Claims and Disputes
20. Equal Products Can Be Considered
21. Labor and Materials Supplied by the Contractor
22. Maintenance of Traffic
23. Underground Utilities
24. Clean up/Surplus Material Removal
25. Protection of Existing Structures, Utilities, Work and Vegetation
26. Sanitation
27. Inspection and Response
28. Final Acceptance
29. Method of Payment
30. Warranty

1. INTENT OF CONTRACT DOCUMENTS

- i. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- ii. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- iii. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County's Project Manager.

2. ERRORS AND OMISSIONS

It is the intent of the County to have a completed project when the work is finished. The Contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the Contractor shall immediately notify the County's Project Manager in writing of such errors or omissions. In the event the Contractor knows or should have known of any error or omission and fails to provide such notification, the Contractor shall be deemed to have waived any claim for increased time or compensation the Contractor may have had, and the Contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. HOURLY RATE

N/A

4. EMPLOYEES

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, the Contractor shall be fully responsible for the performance of his/her organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site. The Contractor shall

provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees to service Lake County.

5. DRESS CODE

- i. The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed. The Contractor's employees shall be neat and clean in appearance and a form of identification that clearly identifies them as employees of the Contractor.
- ii. All workers shall be required to wear an ID badge identifying them as approved Vendors. Lake County will supply the ID badges. The Contractor will ensure that all workers employed under this contract, whether employed by the Contractor or a subcontractor are scheduled, prior to assignment, for an appointment during the County's normal working hours with the County's Project Manager, to process and receive the ID badge. All new workers must be assigned an ID badge prior to starting work. The contractor should be aware that it may take up to one week to receive ID badges after required information has been received and pictures have been taken.

6. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. Superintendent shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. All communications to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall be required to provide the name and position within the company of the supervisor(s) to the County. The Contractor shall provide a telephone answering service for the use of the supervisor(s) for work-related messages. The supervisor(s) shall have a cell phone in good working order provided. This cell phone number shall be provided to the County's Project Manager.

7. BACKGROUND CHECK

N/A

8. EMERGENCIES

N/A

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS

- i. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The Contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements

shall be borne by the Contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the Contractor and its employees.

- ii. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
 - a. The chemical name and the common name of the toxic substance.
 - b. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
 - c. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
 - d. The primary route of entry and symptoms of exposure.
 - e. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
 - f. The emergency procedure for spills, fire, disposal and first aid.
 - g. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - h. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- iii. Any spillage of hazardous chemicals and/or wastes caused by the Contractor must be reported immediately to the proper authority and the County's Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County will share no responsibility for these costs. A copy of a completed compliance order with local, State, and Federal agencies shall be given to the County.
- iv. If any hazardous chemicals or conditions are discovered by the Contractor during the normal work operation, it is the responsibility of the Contractor to immediately contact the County's Project Manager with a description and the location of the condition.
- v. The County's Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the County's Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

- vi. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- vii. The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- viii. The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

10. LICENSING

The Contractor shall retain all appropriate professional licenses throughout the term of this Agreement. The Contractor will only be given projects which fall into the categories permitted by their particular license.

11. GENERAL INSPECTION REQUIREMENTS

- i. Due to the nature of this Agreement, the County shall at the time of establishment of need, require the Contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for Contractor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of Contractor on that individual project.
- ii. Contractor shall furnish the County's Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the County's Project Manager so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the County's Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the Contractor's expense.

However, should the work exposed or examined prove acceptable in the opinion of the County's Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

- iii. If during or prior to the operations, the County's Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the County's Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iv. If during or prior to the operations, the County's Project Manager rejects any portion of the work on the grounds that the work or materials are defective, notice will be given to the Contractor. The Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the County's Project Manager will send a second written notice to the Contractor giving the Contractor another seven (7) calendar days to correct the defect. If the Contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another Contractor or terminating the contract.
- v. Should the Contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the Contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the Contractor's defective work and additional compensation due the County. The Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.
- vi. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

- vii. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the County's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the County's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the County's Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the County's Project Manager deems necessary to conform to the determination based on the County's Project Manager's professional judgment.

12. COUNTY'S PROJECT MANAGER

It is agreed to by the parties that the County's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The County's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

13. PURCHASE ORDERS/NOTICE TO PROCEED

Purchase orders shall be issued for projects to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

14. CONTRACT TIME

- i. The Contractor acknowledges that time is of the essence in carrying out Contractor responsibilities. If the Contractor fails to have the project completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the project as assigned shall be deducted from the Contractor's final invoice.
- ii. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to the Contractor's fault or neglect, the Contractor shall notify the County's Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- iii. If the Contractor complies with the two (2) business days' notice requirement, the County's Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the County's Project Manager's sole judgment, the findings of fact justify such an extension. The Contractor shall

cooperate with the County's Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the Contractor's schedule. Extensions of contract time, if approved by the County's Project Manager, must be authorized in writing.

15. LIQUIDATED DAMAGES

- i. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days.
- ii. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the County's Project Manager may send out a notification notifying Contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- iii. The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if the work is not completed within the time specified. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under.....	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000.....	\$ 91
\$20,000 or more but less than \$30,000.....	\$121
\$30,000 or more but less than \$40,000.....	\$166
\$40,000 or more but less than \$50,000.....	\$228

- iv. County shall retain from the compensation to be paid to Contractor the above described sum.
- v. Any Contractor that is in default for not completing the work within the time specified, at the option of the County, may not permitted to perform work for the County until the project is complete and the liquidated damages sum is satisfied.

16. HOURS OF OPERATION

- i. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the County's Project Manager. Request for permission to work must be received by the County's Project Manager no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- ii. Special schedules may be established if necessary because of problems with noise or similar difficulties affecting citizens in homes or buildings/rooms adjacent to the work being completed. When the Contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the Contractor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

17. CHANGES IN WORK

- i. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the Contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the Contractor shall commence performance of the work as specified.
- ii. The Contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the Contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the Contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

- iii. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.

18. RETAINING OTHER CONTRACTORS

Nothing herein shall be deemed to preclude the County from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with the services provided under this Agreement.

19. CLAIMS AND DISPUTES

- i. Claims by the Contractor shall be made in writing to the County's Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the County's Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- ii. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
 - a. Claims by the Contractor shall be resolved in the following manner:
 - 1) Upon receiving the claim and supporting data, the County's Project Manager will review the claim, or if the County's Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The Contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.
 - 2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
 - b. Claims by the County against the Contractor shall be made in writing by the County's Project Manager as soon as the event leading to the claim is discovered by

the County. Written supporting data shall be submitted by the County's Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the County's Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

- c. Arbitration shall not be considered as a means of dispute resolution.

20. EQUAL PRODUCTS CAN BE CONSIDERED

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the County can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

21. LABOR, FUEL, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, fuel, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

22. MAINTENANCE OF TRAFFIC (MOT)

- i. In the event that any of the work is conducted within any public right of way the Contractor shall be responsible for proper MOT. Unless otherwise specified, the standard

specifications to be used for the work shall be the most applicable and the most stringent of the following

- ii. Maintenance of traffic shall be the responsibility of the Contractor, is part of the Contractor's proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2013 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2002 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: www.dot.state.fl.us/mapsandpublications
- iii. All costs associated with MOT must be included in the Contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the Contractor does not comply with the F.D.O.T. and the F.H.W.A (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the Contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- iv. If the Contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the Contractor to hire and pay for this service.
- v. All lane closures shall have the prior approval of the County's Project Manager.
- vi. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.
- vii. The use of public roads and streets by the Contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the Contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

23. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the

Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County's Project Manager shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

24. CLEAN UP/SURPLUS MATERIAL REMOVAL:

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor's bid. The Contractor must have ample cleaning supplies and a working vacuum cleaner on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager. The Contractor shall have all necessary tools, equipment, and supplies to adequately clean the work area and any area(s) that may have been affected by the work. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

25. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- i. The Contractor shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the County's Project Manager. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- ii. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made.
- iii. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County sign, or other property owned by the County or private landowner, shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the County's Project Manager.
- iv. If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the County's Project Manager of the incident by telephone. The Contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the Contractor shall forward a copy of the report to the County's Project Manager.
- v. The Contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the Contractor during the course of the work being completed.

26. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the County's Project Manager's approval.

27. INSPECTION AND RESPONSE

- i. The Contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the County's Project Manager.
- ii. Inspections during the project or after the project has been completed will be conducted by the County's Project Manager. The final inspection will be conducted within five (5) business days of receipt of notification. The County's Project Manager will notify the Contractor if necessary of any deficiencies with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made.
- iii. The Contractor shall notify the County's Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the Contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the Contractor, the County's Project Manager shall make another inspection.
- iv. The following is a list of fees that can be assessed to the Contractor during the term of the contract. These fees are assessed to help offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections or missed meetings. The fee(s) shall be deducted from the final invoice are:
 - a. Missing scheduled appointments \$ 70.00 each appointment
 - b. Failure to respond to emergency calls \$250.00 per day
 - c. If applicable to this contract, late to emergency calls \$ 36.00 per hour
 - d. Inspected unacceptable workmanship \$ 55.00 each inspection
 - e. All Re-inspection Fees Assessed by the inspecting authority for inspection failures
 - f. Failure to provide any and all required documentation or reports \$ 75.00 per day
 - g. Failure to pass all inspecting authority re-inspections \$250.00 per day
(within 30 days of initial inspection)

28. FINAL ACCEPTANCE

The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the County's Project Manager.

29. METHOD OF PAYMENT

- i. The Contractor shall submit their invoice to the **Facilities and Fleet Management Department, 32400 C.R. 473 Leesburg, FL 34788**, after all work has been completed. Invoices shall be hand delivered or mailed. Faxes &/or emails will not be accepted for invoicing. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and, if required, include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.
- ii. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. The Contractor shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- iii. If applicable to this contract, all work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in the Pricing/Certifications/Signatures, Pricing Section and as discussed in Scope of Work.
- iv. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract.

30. WARRANTY

- i. The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor shall be responsible for registering all required materials with the manufacturer and shall provide documentation verifying that registration has been completed. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified in the solicitation or the plans, if within twelve (1) months after final completion and acceptance,

any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

- ii. If sod is used as part of this project it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the affected areas. The process for treating these areas shall be approved by the County's Project Manager. If the sod does not meet any of the specifications within this document, the Contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the Contractor to insure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the Contractor shall be responsible for the replacement at no cost to the County.

Lake County

Bid # 15-0428

Submitted by

Berg Electric, Inc

3/2/2015

Alternate Bid

This alternate bid is to provide the County with an option to the required generator for Fire Station 90.

We believe the specifications that we in original bid created an over sizing of the generator and that the building can easily be handled with a smaller and less expensive generator. This alternate bid will provide the County an option that will save them money and provide a more efficient generator system.

This bid is a full turnkey bid that meets all the same requirements of the original bid except it provides a smaller generator.

It is hoped that the County will seriously consider this alternate bid. We are available to answer all questions and concerns.

Sincerely,

Berg Electric, Inc

Date: March 2, 2015

To: Lake County Government

Reference: Alternate bid to bid # 15-0428

We are pleased to offer the following quote for the above project

Quantity 1 - 1 One automatic transfer switch consisting of the following typecode and components:

- **GTS040W-2A2LDNCN**
- Rated at 400 amps, 2 Pole construction Operating at 60 HZ, 240 Volts 1 phase, with 2-wire start circuit
- Utility voltage sensing controls: * Drop-out and pick-up * Utility interrupt delay
- Adjustable logic controls * Minimum standby voltage * Minimum standby frequency * Engine warmup * Inphase monitor * Time delay neutral * Return to utility * Engine cooldown * Transfer on exercise
- NEMA 3R Enclosure
- Standard set of 3 manuals
- UL 1008 listed
- CSA Certified
- Standard 2 Year warranty

Quantity 1 - Generac industrial diesel engine driven generator, turbocharged/aftercooled 4 cylinder 3.4L engine, consisting of the following features and accessories:

- **SD0050AG163.4D18HPSY3**
- Stationary Emergency-Standby rated
- 50 kW Rating , synchronous alternator, wired for 120/240 VAC 1 Phase, 60 HZ
- Permanent magnet excitation
- 0.25% voltage regulation
- H-100 Control Panel
 - o Meets NFPA 99 and 110 requirements
 - o Temp Range -40 to 70 degrees C

- o Digital microprocessor:
 - Two 4 line x 20 displays, full system status
 - 3 phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20 ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
- o Engine function monitoring and control:
 - Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
- o HTS transfer switch function monitoring and control
- o 2-wire start controls for any 2-wire transfer switch
- Electronic governor Frequency regulation, isochronous Steady state regulation +/-0.25%
- 250A UL mainline circuit breaker
- Sound attenuated, Level 1 Acoustic enclosure
 - o Industrial Grey Enclosure, powder paint finish
- Critical muffler - installed
- 90AH, 700 CCA, 27F battery
 - o w/rack installed
- 2.5 Amp Battery charger-installed
- Battery charging alternator
- Battery cables

- Battery tray
- Fuel shut-off solenoid valve
- Solenoid activated starter motor
- Fuel filter
- Air cleaner and oil filter with internal bypass
- Oil and antifreeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- Block heater 1500W
- 36" 300 Gal DW Basetank
 - o STD Fuel Level Sender
 - o w/fuel level indicating gauge
 - o UL approved
- Emergency Vent
- Standard set of 3 manuals
- Listed to standard UL2200
- STD 2-year limited warranty
- EPA Certified Engine
- Standard Electronic Governor
- Two (2) year standard warranty

Quantity 1 - 150MPH enclosure upgrade :

- Upgrade from standard enclosure to 150MPH rated enclosure.

Quantity 1 - Startup :

- Start up and commissioning by certified tech, required for warranty activation.

Quantity 1 - Inbound Freight :

- Inbound freight from factory.

Total investment for the above equipment \$30,533.13

SD050

3.4L

Industrial Diesel Generator Set

EPA Certified Stationary Emergency

SD050 50 kW

1 of 6

Standby Power Rating
50 kW 63 kVA 60 Hz

Prime Power Rating*
45 kW 56 kVA 60 Hz

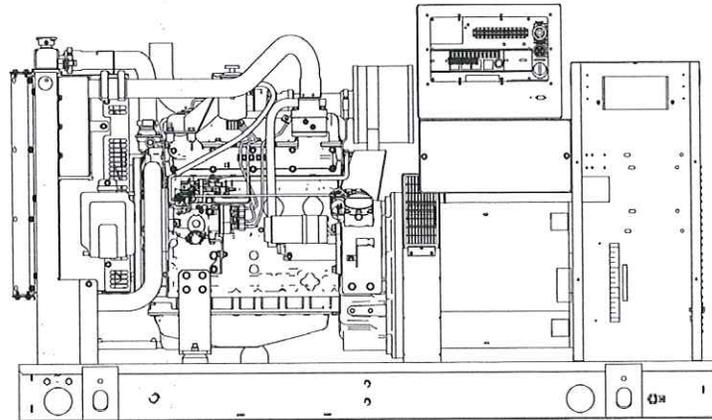


Image used for illustration purposes only

*EPA Certified Prime ratings are not available in the U.S. or its Territories

Codes and Standards

Generac products are designed to the following standards:



UL2200, UL508, UL142, UL498



NFPA70, 99, 110, 37



NEC700, 701, 702, 708



ISO9001, 8528, 3046, 7637, Pluses #2b, 4



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41
American National Standards Institute

Powering Ahead

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD050

Standard Features

ENGINE SYSTEM

General

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel flexible exhaust connection
- Critical Exhaust Silencer (enclosed only)
- Factory Filled Oil
- Radiator Duct Adapter (open set only)

Fuel System

- Fuel lockoff solenoid
- Primary fuel filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone resistant hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- 120 VAC Coolant Heater

Engine Electrical System

- Battery charging alternator
- Battery cables
- Battery tray
- Solenoid activated starter motor
- Rubber-booted engine electrical connections

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- Class H insulation material
- Vented rotor
- 2/3 pitch
- Skewed stator
- Auxiliary voltage regulator power winding
- Amortisseur winding
- Brushless Excitation
- Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced (get tolerance)
- Full load capacity alternator
- Protective thermal switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of circuits - high/low voltage
- Separation of circuits - multiple breakers
- Silencer Heat Shield
- Wrapped Exhaust Piping
- Silencer housed in discharge hood (enclosed only)
- Standard Factory Testing
- 2 Year Limited Warranty (Standby rated Units)
- 1 Year Limited Warranty (Prime rated units)
- Silencer mounted in the discharge hood (enclosed only)

ENCLOSURE (if selected)

- Rust-proof fasteners with nylon washers to protect finish
- High performance sound-absorbing material
- Gasketed doors
- Stamped air-intake louvers
- Air discharge hoods for radiator-upward pointing
- Stainless steel lift off door hinges
- Stainless steel lockable handles
- Rhino Coat™ - Textured polyester powder coat

TANKS (if selected)

- UL 142
- Double wall
- Vents
- Sloped top
- Sloped bottom
- Factory pressure tested (2 psi)
- Rupture basin alarm
- Fuel level
- Check valve in supply and return lines
- Rhino Coat™ - Textured polyester powder coat
- Stainless hardware

CONTROL SYSTEM



Control Panel

- Digital H Control Panel - Dual 4x20 Display
- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable PLC
- RS-232/485
- All-Phase Sensing DVR
- Full System Status
- Utility Monitoring
- Low Fuel Pressure Indication
- 2-Wire Start Compatible
- Power Output (kW)
- Power Factor
- kW Hours, Total & Last Run

- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Predictive Maintenance algorithm
- Sealed Boards
- Password parameter adjustment protection
- Single point ground

- 15 channel data logging
- 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Low Fuel Pressure Alarm
- Engine Speed (Pre-programmed Over speed Shutdown)
- Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)

SD050

Configurable Options

ENGINE SYSTEM

- General
- Oil Make-Up System
 - Oil Heater
 - Industrial Exhaust Silencer

- Fuel System
- Flexible fuel lines
 - Primary fuel filter

- Engine Electrical System
- 10A UL battery charger
 - 2.5A UL battery charger
 - Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical coating
- Permanent Magnet Excitation

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

GENERATOR SET

- Gen-Link Communications Software (English Only)
- 8 Load Position Load Center
- 2 Year Extended Warranty
- 5 Year Warranty
- 5 Year Extended Warranty

ENCLOSURE

- Weather Protected
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Steel Enclosure
- Aluminum Enclosure
- 150 MPH Wind Kit
- 12 VDC Enclosure Lighting Kit
- 120 VAC Enclosure Lighting Kit
- AC/DC Enclosure Lighting Kit
- Door Alarm Switch

TANKS (Size on last page)

- Electrical Fuel Level
- Mechanical Fuel Level
- 54 Gal (204.4 L) Usable Capacity
- 132 Gal (499.7 L) Usable Capacity
- 211 Gal (798.7 L) Usable Capacity
- 300 Gal (1135.6 L) Usable Capacity
- 8" Vent Extension
- 13" Vent Extension
- 19" Vent Extension

CONTROL SYSTEM

- 21-Light Remote Annunciator
- Remote Relay Panel (8 or 16)
- Oil Temperature Sender with Indication Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)

- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem

- Remote Communication - Ethernet
- 10A Run Relay
- Ground fault indication and protection functions

Engineered Options

ENGINE SYSTEM

- Coolant heater ball valves
- Block Heaters
- Fluid containment pans

CONTROL SYSTEM

- Spare inputs (x4) / outputs (x4) - H Panel Only
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing
- IBC Seismic Certification

ENCLOSURE

- Motorized Dampers
- Door switched for intrusion alert
- Enclosure ambient heaters

TANKS

- Overfill protection valve
- UL2085 Tank
- ULC S-601 Tank
- Stainless Steel Tank
- Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions

Rating Definitions

Standby – Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime – Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications.

Power ratings in accordance with ISO 8528-1, Second Edition dated 2005-06-01, definitions for Prime Power (PRP) and Emergency Standby Power (ESP).

SD050

application and engineering data

ENGINE SPECIFICATIONS

General

Make	Generac
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	4
Type	In-Line
Displacement - L (cu in)	3.4 (207.48)
Bore - mm (in)	98 (3.86)
Stroke - mm (in)	113 (4.45)
Compression Ratio	18.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head Type	Cast Iron OHV
Piston Type	Aluminum
Crankshaft Type	Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	± 0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - L (qts)	7 (7.4)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Flow	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	NA
Fan Diameter mm (in)	560 (22)
Coolant Heater Wattage	1500
Coolant Heater Standard Voltage	120 V /240 V

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	10
Fuel Inject Pump	Bosch (VE)
Fuel Pump Type	Engine Driven Gear
Injector Type	Pintel - 2100 PSI
Fuel Supply Line - mm (in)	7.92 (0.312)
Fuel Return Line - mm (in)	7.92 (0.312)

Engine Electrical System

System Voltage	12 VDC
Battery Charging Alternator	20 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	390
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	< 3%
Telephone Interference Factor (TIF)	< 50
Standard Excitation	Synchronous
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes

Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	± 0.25%

SD050

operating data

POWER RATINGS

	Standby	
Single-Phase 120/240 VAC @1.0pf	50 kW	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW	Amps: 173
Three-Phase 120/240 VAC @0.8pf	50 kW	Amps: 150
Three-Phase 277/480 VAC @0.8pf	50 kW	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW	Amps: 60

STARTING CAPABILITIES (sKVA)

		sKVA vs. Voltage Dip											
		480 VAC						208/240 VAC					
Alternator	kW	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	50	34	52	69	86	103	120	26	39	52	65	77	90
Upsize 1	60	42	63	83	104	125	146	32	47	62	78	94	110

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)		Diesel - gph (lph)	
3 (1)		Percent Load	gph (lph)
Total Fuel Pump Flow (Combustion + Return)		25%	1.3 (4.92)
5.5 gph		50%	2.3 (8.71)
		75%	3.3 (12.50)
		100%	4.3 (16.36)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow per Minute	gpm (lpm)	12.2 (46)
Coolant System Capacity	gal (L)	2.5 (9.5)
Heat Rejection to Coolant	BTU/hr	135,900
Inlet Air	cfm (m3/hr)	7500 (212)
Max. Operating Radiator Air Temp	F° (C°)	122 (50)
Max. Ambient Temperature (before derate)	F° (C°)	104 (40)
Maximum Radiator Backpressure	in H ₂ O	0.5

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power cfm (m3/min)	166 (4.7)

ENGINE

		Standby
Rated Engine Speed	rpm	1800
Horsepower at Rated kW**	hp	86
Piston Speed	ft/min (m/min)	1335
BMEP	psi	169

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

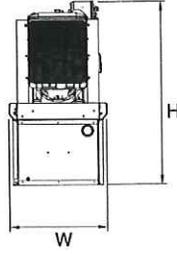
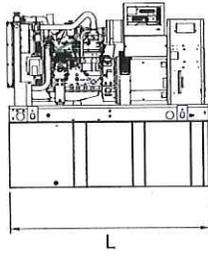
EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m ³ /min)	448 (12.7)
Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
Exhaust Temp (Rated Output)	°F (°C)	1044 (562)
Exhaust Outlet Size (Open Set)	mm (in)	63.5 (2.5)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

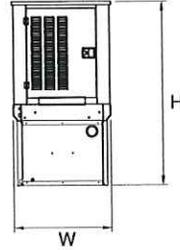
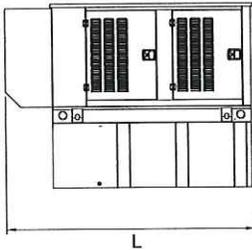
SD050

dimensions and weights*



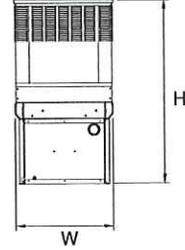
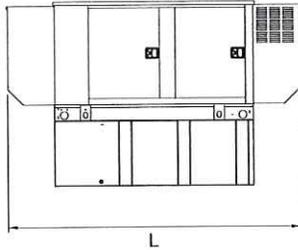
OPEN SET

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Tank & Open Set	
			Steel	Aluminum
NO TANK	-	76 (1930.4) x 38 (914.4) x 45 (1143)	1756 (796)	
13	54 (204.4)	76 (1930.4) x 38 (914.4) x 58 (1473.2)	2236 (1014)	
31	132 (499.7)	76 (1930.4) x 38 (914.4) x 70 (1778)	2466 (1119)	
49	211 (798.7)	76 (1930.4) x 38 (914.4) x 82 (2082.8)	2675 (1213)	
70	300 (1135.6)	93 (2362.2) x 38 (914.4) x 86 (2184.4)	2738 (1242)	



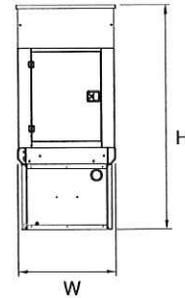
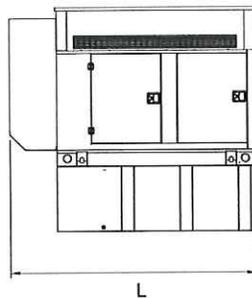
STANDARD ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	95 (2413) x 38 (965.2) x 50 (1270)	334 (152)	115 (52)
13	54 (204.4)	95 (2413) x 38 (965.2) x 63 (1600.2)		
31	132 (499.7)	95 (2413) x 38 (965.2) x 75 (1905)		
49	211 (798.7)	95 (2413) x 38 (965.2) x 87 (2209.8)		
70	300 (1135.6)	95 (2413) x 38 (965.2) x 91 (2311.4)		



LEVEL 1 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	113 (2870.2) x 38 (965.2) x 50 (1270)	435 (198)	150 (68)
13	54 (204.4)	113 (2870.2) x 38 (965.2) x 63 (1600.2)		
31	132 (499.7)	113 (2870.2) x 38 (965.2) x 75 (1905)		
49	211 (798.7)	113 (2870.2) x 38 (965.2) x 87 (2209.8)		
70	300 (1135.6)	113 (2870.2) x 38 (965.2) x 91 (2311.4)		



LEVEL 2 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	95 (2413) x 38 (965.2) x 62 (1574.8)	520 (236)	179 (81)
13	54 (204.4)	95 (2413) x 38 (965.2) x 75 (1905)		
31	132 (499.7)	95 (2413) x 38 (965.2) x 87 (2209.8)		
49	211 (798.7)	95 (2413) x 38 (965.2) x 99 (2514.6)		
70	300 (1135.6)	95 (2413) x 38 (965.2) x 103 (2616.2)		

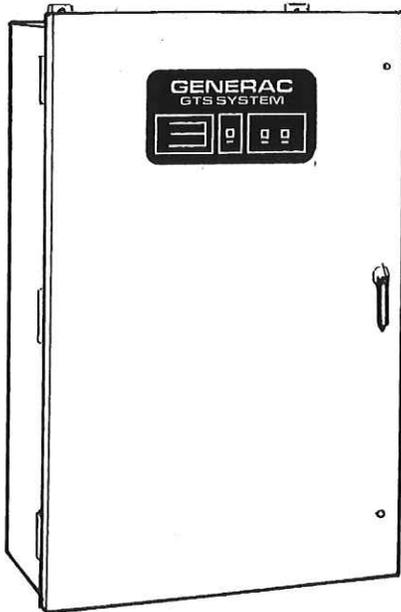
*All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

**100 - 400 Amps,
600 VAC**

Automatic Transfer Switches



- Standard time delay neutral will reduce switchover problems.
- Logic control with inphase monitor regulates switch functions and allows adjustable switch settings with LED indicators.
- Control switches located on the front of the door for ease of operation.
- All switches are UL 1008 listed and CSA certified.
- Electrically-operated, mechanically-held and interlocked main contacts with break before make design for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive with no derations.
- 2, 3, and 4 Pole 600 VAC contactors.
- 160 millisecond transfer time.

Standard Features

- Single coil design, electrically operated and mechanically held
- Programmable exerciser
- Main contacts are silver alloy to resist welding and sticking
- Conformal coating protects all printed circuit boards
- Indicating LED's for switch position—Normal, Emergency, and Standby Operating
- NEMA 1 enclosure with hinged door and key-locking handle
- Three-position switch—Fast Test, Auto, Normal Test
- Arc chutes on main contacts

Optional Accessories

- NEMA 12 enclosure
- NEMA 3R enclosure
- NEMA 4 & 4X enclosure
- Exterior AC meter package
- Controls accessible through door in door design on NEMA type 3R and 4 enclosures – key lock provided on access door
- 4-pole design for neutral isolation
- Single or double sets of auxiliary contacts
- Preferred source selector switch
- Manual 3 position selector switch
- Remote automatic control circuit
- Signal before transfer contacts
- Return to normal timer bypass

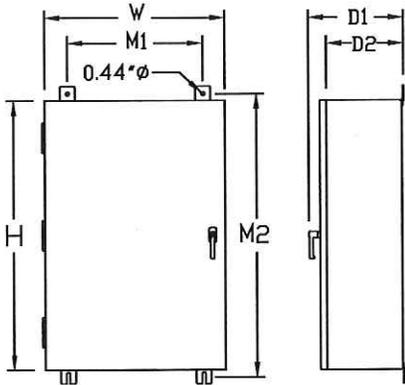
GTS Control Systems

LOGIC CONTROL w / Inphase Monitor	
Utility Voltage	
Dropout	75-95% (Adj.)
Pickup	85-95% (Adj.)
Line Interrupt	0.1-10 Sec. (Adj.)
Engine Minimum Run	5-30 Min. (Adj.)
Engine Warmup	5 Sec.-3 Min. (Adj.)
Return to Utility	1-30 Min. (Adj.)
Engine Cooldown	1-30 Min. (Adj.)
Standby Voltage	85-95% (Adj.)
Standby Frequency	80-90% (Adj.)
Time Delay Neutral	0.1-10 Sec. (Adj.)
Transfer on Exercise	On/Off Switch
Warmup Timer Bypass	On/Off Switch
Time Delay Neutral Bypass	On/Off Switch
Inphase Monitor	On/Off Switch

Withstand Current - 600 Volt GTS Series

GTS Rated Amps	100	150	200	300	400
FUSE PROTECTED					
Maximum RMS Symmetrical Fault Current – Amps	200,000	200,000	200,000	200,000	200,000
Maximum Fuse Size – Amps	200	400	400	600	600
Fuse Class	J,T	J,T	J,T	J,T	J,T
CIRCUIT BREAKER PROTECTED (See separate sheet for specific circuit breakers)					
Maximum RMS Symmetrical Fault Current – Amps	14,000	25,000	25,000	35,000	35,000
Protective Device Continuous Rating (Max) – Amps	150	300	300	600	600

- Tested in accordance with the withstand and closing requirements of UL 1008 and CSA Standards
- Current ratings are listed @ 480 VAC



Unit Dimensions

GTS Rated Amps	Voltage	Enclosure Height	Enclosure Width	Wall Mount Bolt Pattern		Enclosure Depth		Weight (lbs.)
		H	W	M1	M2	D1	D2	
100	All	36	24	18	37.5	12.7	10	180
150-200	120/240	36	24	18	37.5	12.7	10	185
150-200	120/208	36	24	18	37.5	12.7	10	185
150-200	277/480	48*	30*	24	49.5	14.8	12	265
150-200	600	48*	30*	24	49.5	14.8	12	265
300-400	120/240	36	24	18	37.5	12.7	10	245
300-400	120/208	36	24	18	37.5	12.7	10	245
300-400	277/480	48*	30*	24	49.5	14.8	12	325
300-400	600	48*	30*	24	49.5	14.8	12	325

* Note: On NEMA 1 enclosures only, door overlaps enclosure – door dimensions are 48.8 H X 30.8 W. All dimensions in inches.

Terminal Lug Wire Ranges

GTS RATED AMPS	CONTACTOR TERMINALS (1 LUG PER POLE) LUG WIRE RANGE	# LUGS	NEUTRAL BAR*	GROUND LUG (1 PROVIDED)
			LUG WIRE RANGE	LUG WIRE RANGE
100	2/0 – 14 AWG	4	2/0 – 14 AWG	2/0 – 14 AWG
150	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
200	400MCM – 4 AWG	4	350MCM – 6 AWG	350MCM – 6 AWG
300	600MCM – 4 AWG or 2 – [250MCM – 1/0 AWG]	4	600MCM – 4 AWG [250MCM – 1/0 AWG]**	350MCM – 6 AWG 350MCM – 6 AWG
400	600MCM – 4 AWG or 2 – [250MCM – 1/0 AWG]	4	600MCM – 4 AWG [250MCM – 1/0 AWG]**	350MCM – 6 AWG

* Not included in GTS with switched neutral. ** Allowable wire range in brackets is for 2 wires per lug.

EXHAUST EMISSIONS DATA

**STATEMENT OF EXHAUST EMISSIONS
2015 DIESEL FUELED GENERATOR**

The measured emissions values provided here are proprietary to Generac and its authorized dealers. This information may only be disseminated upon request, to regulatory governmental bodies for emissions permitting purposes or to specifying organizations as submittal data when expressly required by project specifications, and shall remain confidential and not open to public viewing. This information is not intended for compilation or sales purposes and may not be used as such, nor may it be reproduced without the expressed written permission of Generac Power Systems, Inc. The data provided shall not be meant to include information made public by Generac.

Generator Model:	SD050	EPA Certificate Number:	FKMCL3.41D43-005
kW _e Rating:	50	CARB Certificate Number:	Not Applicable
Engine Family:	FKMCL3.41D43	SCAQMD CEP Number:	536263
Engine Model:	D3400T-Gen1	Emission Standard Category:	Tier 3
Rated Engine Power (BHP)*:	85	Certification Type:	Stationary Emergency CI (40 CFR Part 60 Subpart IIII)
Fuel Consumption (gal/hr)*:	4.32		
Aspiration:	Turbo/Aftercooled		
Rated RPM:	1800		

*Engine Power and Fuel Consumption are declared by the Engine Manufacturer of Record and the U.S. EPA.

Emissions based on engine power of specific Engine Model.			
(These values are actual composite weighted exhaust emissions results over the EPA 5-mode test cycle.)			
CO	NOx + NMHC	PM	
3.51	4.27	0.15	Grams/kW-hr
2.64	3.19	0.11	Grams/bhp-hr

- The stated values are actual exhaust emission test measurements obtained from an engine representative of the type described above.
- Values based on 5-mode testing are official data of record as submitted to regulatory agencies for certification purposes. Testing was conducted in accordance with prevailing EPA protocol, which is typically accepted by SCAQMD and other regional authorities.
- No emissions values provided above are to be construed as guarantees of emission levels for any given Generac generator unit.
- Generac Power Systems, Inc. reserves the right to revise this information without prior notice.
- Consult state and local regulatory agencies for specific permitting requirements.
- The emission performance data supplied by the equipment manufacturer is only one element required toward completion of the permitting and installation process. State and local regulations may vary on a case-by-case basis and local agencies must be consulted by the permit application/equipment owner prior to equipment purchase or installation. The data supplied herein by Generac Power Systems cannot be construed as a guarantee of installability of the generating set.

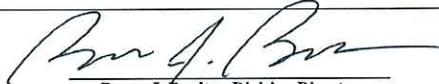


**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
2015 MODEL YEAR
CERTIFICATE OF CONFORMITY
WITH THE CLEAN AIR ACT**

**OFFICE OF TRANSPORTATION
AND AIR QUALITY
ANN ARBOR, MICHIGAN 48105**

Certificate Issued To: KUKJE MACHINERY CO., LTD
(U.S. Manufacturer or Importer)
Certificate Number: FKML3.41D43-005

Effective Date:
12/12/2014
Expiration Date:
12/31/2015


Byron J. Bunker, Division Director
Compliance Division

Issue Date:
12/12/2014
Revision Date:
N/A

Model Year: 2015
Manufacturer Type: Original Engine Manufacturer
Engine Family: FKML3.41D43

Mobile/Stationary Indicator: Stationary
Emissions Power Category: 56<=kW<75
Fuel Type: Diesel
After Treatment Devices: No After Treatment Devices Installed
Non-after Treatment Devices: No Non-After Treatment Devices Installed

Pursuant to Section 111 and Section 213 of the Clean Air Act (42 U.S.C. sections 7411 and 7547) and 40 CFR Part 60, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 60 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 60.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

