

SPECIFICATIONS

BID #2425-09

SECTION 1 – SCOPE OF WORK

1.1 SCOPE OF WORK:

The selected firm will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services.

1. The bid price shall include delivery to the project site at 6697 Gardenia Street, Wewahitchka FL 32465.
2. This bid includes the purchase of a 250kw diesel generator as described further in the Technical Specifications.
3. Bidders shall include an estimated delivery date in the bid response.

The County along with an evaluation team of County staff employees shall evaluate all responsive proposals. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained therein.

The County reserves the right to negotiate a contract in which, the judgment of the County, would best serve the interest of Gulf County, including the right to withdraw from negotiations, the right to limit negotiations to a single proposer or to otherwise modify the scope of services or terms hereof without further notice.

Ultimately, the County shall reserve the exclusive option and right to award a contract which will result in the lowest or best cost (or greatest benefit) to and provide the best and most comprehensive services to and be in the best interest of Gulf County and meeting those needs and requirements presented by the Gulf County staff in the RFP.

SECTION 2 – PROCUREMENT RULES AND INFORMATION

2.1 Contact Person:

All questions regarding this Request should be directed in writing; preferably by email to Clay Smallwood, P.E. at csmallwood@gulfcounty-fl.gov. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Written requirements in the Request or its amendments are binding, but any oral communications between the bidder and the County are not.

2.2 CALENDAR EVENTS:

DATE/TIME

February 20, 2025 no later than 4:00 PM (Eastern)
February 25, 2025 at 9:00 AM (Eastern)

ACTION

Proposal Submission Deadline
Sealed proposals opened by County
in Public Meeting

2.3 SUBMISSION OF PROPOSAL:

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy the requirements of this Request for Proposal. Fancy bindings, colored displays and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions herein. The Contractor shall submit one (1) original and two (2) copies as stated above.

2.4 PROPOSAL OPENING:

Proposals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Kari Summers, Deputy County Administrator at (850) 229-6106 and or at ksummers@gulfcountry-fl.gov and a copy of your correspondence to info@gulfcclerk.com at least five (5) working days prior to the event.

2.5 COST OF PREPARING PROPOSALS:

The County is not liable for any costs incurred by the proposer in responding to this RFP, including those for oral presentations.

2.6 DISPOSAL OF PROPOSAL:

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right. Any submitted proposal shall remain a valid proposal for sixty (60) calendar days after the submission date.

2.7 PROPOSAL RULES FOR WITHDRAWAL:

A proposal may not be withdrawn for a period of sixty (60) calendar days after the date of the RFP opening. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of the Proposals.

2.8 REJECTION OF PROPOSAL:

The County reserves the right to accept or reject any and all proposals as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet

any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items, and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the County will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award.

2.9 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed and in writing, will be recognized by the County, as duly authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

2.10 SALES AND USE TAX:

The County is tax exempt from federal excise and state sales tax.

2.11 PUBLIC ENTITY CRIMES:

The Proposer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.12 DRUG FREE WORKPLACE:

The Proposer must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Gulf County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more

proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

2.13 ADDENDUMS:

The County may issue Addendums to modify the proposal as deemed appropriate. Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be posted to the County's website at www.gulfcounty-fl.gov. The Addendum Acknowledgement Form shall be signed by an authorized company representative, dated, and returned with proposal.

2.14 NOTICES:

Any notices to be given under this bid shall be given by United States Mail, addressed to Proposer at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

2.15 PROTEST:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such a decision. Written notice of intent to file a protest must be submitted with Clerk's office or Deputy County Administrator, Kari Summers within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. A written protest must be submitted to the Clerk's office or Deputy County Administrator, Kari Summers within ten (10) calendar days after filing written notice of intent.

SECTION 3 – AWARD OF PROPOSAL

The Board will award this RFP to the lowest, responsive proposer. In the event the best proposer is found to be non-responsive, the County may proceed to the next best responsive proposer and continue the award process.

SECTION 4 – TERMS AND CONDITIONS:

4.1 TERMINATION OF CONTRACT:

The County may terminate this Agreement at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

APPENDIX A – ELECTRICAL DRAWINGS

APPENDIX B – TECHNICAL SPECIFICATIONS

SECTION 16216
DIESEL ENGINE DRIVEN GENERATOR

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

Furnish all labor, materials, equipment, and incidentals required putting into operation and field test Diesel Engine Driven Generator units and appurtenances shown on the Drawings and specified herein. The units shall be rated to operate all motors shown on the drawings plus all auxiliary electrical equipment.

These Specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment as offered. It is, however, intended to cover the furnishing, the shop testing, and delivery and complete installation and field testing, of all materials, equipment and appurtenances as herein specified, whether specifically mentioned in these Specifications or not.

1.2 DESCRIPTION OF SYSTEMS:

The generator unit shall be arranged for automatic starting and stopping, and load transfer upon failure of the normal source of power. The unit controls shall provide for automatic exercising on a weekly basis.

1.3 QUALIFICATIONS:

The engine-generator set shall be the standard product, as modified by these Specifications, of Cummins, Caterpillar, Kohler, Generac, or Taylor Power Systems. The unit to be furnished shall be of proven ability and shall be designed, constructed, and installed in accordance with the best practices and methods.

The unit must be of such physical dimensions as to make a good installation in the opinion of the Engineer, in the space provided as indicated on the Drawings.

The unit shall be assembled in the U.S. with over 50% of the components such as the engine, generator, auxiliary equipment, etc., manufactured in the U.S. by a manufacturer currently engaged in the production of such equipment.

An authorized distributor having a parts and service facility within a 250-mile radius of the job site shall ship the unit to the job site. In addition, and in order not to penalize the Owner for unnecessary or prolonged periods of time for service or repairs to the emergency system, the engine generator set supplier must always have no less than eighty percent (80%) of all engine replacement parts locally available. Certified proof of this replacement shall be furnished to the Engineer upon request.

All materials and parts comprising the units shall be new and unused, of current manufacture, and of the highest grade, free from all defects or imperfections. Equipment shall not have been in prior service except as required by factory tests. Workmanship shall conform to the best modern practices. Only new and current models will be considered. The units offered under these

Specifications shall be the product of a firm regularly engaged in the production of engine-generator equipment and shall meet the requirements of the Specifications set forth herein. Major exceptions to Specifications will be considered sufficient cause for rejection of the machine.

All equipment furnished under this Specification shall be the standard product of a manufacturer having a successful record of manufacturing and servicing the equipment and systems specified herein for five (5) years minimum.

1.4 SUBMITTALS:

Submit to the Engineer for approval complete sets of installation drawings, schematics, and wiring diagrams which show details of installation and connections to the work of other Sections, including foundation drawing showing location and size of foundation bolts for the spring type vibration isolators and brochures covering each item of equipment.

If it is impossible to conform to certain details of the Specifications due to different manufacturing techniques, describe completely all nonconforming aspects.

The submittal data for each unit shall include, but not necessarily be limited to, the following:

1. Installation drawings showing plan and elevations of the complete generator unit; weatherproof housing; foundation plan; exhaust silencer; starting battery; battery charger; fuel tank; and all other items requiring space for installation.
2. Certificate(s) within 30 days after award certifying that not less than two engines of identical number of cylinders and cylinder size, identical rotational speed, and identical or higher BMEP, and of the same basic configuration (in-line or "V") as the engine to be furnished, shall have driven generators which have produced in satisfactory operation not less than 1,000 kW hours of electricity within a two year period.
3. Construction drawings showing outline, general arrangement (setting Plan), and anchor bolt details. Drawings shall show the total weight and center of gravity of the assembled equipment on the mounting skid.
4. Piping schematics for fuel oil, lubricating oil, jacket water, and cooling water integral with diesel engine.
5. Battery sizes and cranking time calculations.
6. Battery charger and block heater electrical power requirements and connections.
7. Critical speed calculations.

Engine Data:

- a. Manufacturer
- b. Model
- c. Number of cylinders
- d. RPM

- e. Bore x stroke
- f. BMEP at full rated load
- g. Fuel consumption rate curves at various loads
- h. Gross engine horsepower to produce generator standby rating (including fan and all parasitic loads)

Generator Data:

- a. Manufacturer
- b. Model
- c. Rated KVA
- d. Rated kW
- e. Voltage
- f. Temperature rise above 40 degree C ambient:
 - (1) Stator by thermometer
 - (2) Field by resistance
 - (3) Class of insulation
- g. Generator efficiency including excitation losses and at 80 percent power factor:
 - (1) Full load
 - (2) 3/4 Load
 - (3) 1/2 Load

Generator Unit Control Data:

- a. Actual electrical diagrams including schematic diagrams, and interconnection wiring diagrams for all equipment to be provided.
- b. Legends for all devices on all diagrams.
- c. Sequence of operation explanations for all portions of all schematic-wiring diagrams.

8. Alternator Data Sheet

Furnish Manufacturer's certified shop test record of the complete engine driven generator unit.

1.5 OPERATING INSTRUCTIONS:

Operating and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operation and maintenance personnel unfamiliar with such equipment. At job closeout submit 3 copies of operation and maintenance manuals for equipment. Identification symbols for all replaceable parts and assemblies shall be included. Information in manuals shall be comprehensive and specific.

A factory representative of the generator unit manufacturer who has complete knowledge of proper operation and maintenance shall be provided for one day to instruct representatives of the Owner and the Engineer on proper operation and maintenance. With the Owner's permission,

this work may be conducted in conjunction with the inspection of the installation and test run as provided under PART 3 - EXECUTION. If there are difficulties in operation of the equipment due to the manufacturer's design or fabrication, additional service shall be provided at no cost to the Owner.

1.6 SPECIAL TOOLS AND SPARE PARTS:

The manufacturer shall furnish any special tools required for normal operation and maintenance of the equipment being furnished.

The manufacturer shall furnish two (2) complete spare replacement sets of all filter elements required for the generator unit.

1.7 PRODUCT HANDLING:

All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.

All equipment and parts must be properly protected against any damage during a prolonged period at the site.

Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.

Finished surface of all exposed openings (exhaust, etc.) shall be protected by wooden blanks, strongly built and securely fastened thereto.

Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

Proper care shall be taken to protect parts from the entrance of water during shipment, storage and handling.

Each box or package shall be properly marked to show its net weight in addition to its contents.

1.8 WARRANTY:

The contractor and the equipment manufacturers shall warrant all equipment supplied under this section for a period of one (2) years. Warranty period shall commence on Final Completion Date.

The equipment shall be warranted to be free from defects in workmanship, design and materials. If any part of the equipment should fail during the warranty period, it shall be replaced in the machine and the unit restored to service at no expense to the Owner.

The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. No exception to this provision shall be allowed.

PART 2 - PRODUCTS

2.1 STANDARD COMMERCIAL PRODUCT:

Generator set shall, as a minimum, be in accordance with the requirements of this specification and shall be the manufacturer's standard commercial product with any added features needed to comply with the requirements. Additional or better features which are not specifically prohibited by this Specification, but which are a part of the manufacturer's standard commercial product shall be included in the generator set being furnished. A standard commercial product is a product, which is or will be sold on the commercial market through advertisements or manufacturer's catalogs, or brochures, and represents the latest production model(s).

2.2 RATINGS:

The rating of the generator set shall not exceed the manufacturer's published standby rating. The gross engine horsepower required to produce the standby rating shall not exceed the manufacturer's published continuous duty rating by more than 150 percent. The gross engine horsepower described shall include all parasitic demands such as generator inefficiencies, fuel pumps, water pumps, radiator fan (for fan cooled models) and all accessories necessary to the unit's proper operation while operating at rated load and at a rotational speed not to exceed 1800 rpm. Diesel-electric generator set shall have a net continuous standby rating as indicated on the Drawings. The net kW rating of the diesel generator set shall be defined while operating the unit at 1800 RPM with the generator set equipped with all necessary operating accessories including alternating current generator and exciter, air cleaner(s), oil pump, fuel pump, fuel injection pump, jacket water pump, radiator fan, exhaust system, and battery charging alternator.

Note:

The above stated requirements may require a diesel-electric generating set with a larger than indicated nominal rating. Site conditions for this project are an elevation of not greater than 100 feet above mean sea level and an atmospheric temperature of 104 degrees F burning #2 diesel fuel oil. An oversized alternator may be required for motor starting, selective coordination, and due to harmonics from the VFDs and Soft Starters and shall be the supplier's responsibility to make any deratings/adjustments.

The diesel engine driven generator set shall be capable of producing the specified standby kW rating for continuous electrical service during interruption of the normal utility source and shall be certified to this effect by the manufacturer for the actual unit supplied.

The Diesel Generator Unit kW rating shall be at 0.8 power factor.

Diesel engine-generator set shall conform to the requirements of NFPA 37, 110, and NEMA MG1-22.40.

2.3 DIESEL ELECTRIC GENERATOR SET AND AUXILIARY EQUIPMENT:

The generator set shall consist of a diesel engine connected to an alternating current generator with Permanent Magnet excitation system.

The generator set shall be arranged for automatic unattended starting.

Critical speeds: The complete diesel-electric generator set shall be free of critical speeds of either a major or minor order that will endanger satisfactory operation of the set. Satisfactory operation will be considered endangered if torsion vibration stresses exceed 5,000 psi within 10% above or below rated engine speed.

Rotating or reciprocating parts or other parts that may present a hazard to operating personnel shall be isolated or shielded to minimize danger. Design Characteristics shall limit operating temperatures at critical points of maximum wear at full-load operating conditions.

2.4 ENGINES:

The engine shall be a full compression ignition, four cycle, naturally aspirated, turbocharged, turbocharged-intercooled, single acting, solid injection engine, either vertical in-line or "V" type. Engine shall be designed and constructed so as to eliminate undue heating, vibration, and wear. Speed shall not exceed 1800 revolutions per minute at normal full load operation. The engine governor shall maintain frequency regulation not to exceed 3 percent (1.8 Hertz) from no load to full rated load and shall have a Vernier control with positive locking mechanism for manual operation and adjustment. Engine shall be constructed adequately to withstand sudden changes from no load to rated load, and to preserve alignment of integral components under all conditions of operation. Engine shall be neat in appearance and shall permit easy access to various parts for maintenance purposes.

Assembly: Completely factory assemble engine. Mount turbocharger, intercooler if provided, and all piping integral with the engine, on the engine.

Radio-Interference Suppression: The diesel engine shall comply with MIL-I-16165 relative to radiated radio interference.

Generators and other devices capable of producing radio interference shall comply with MIL-STD-461 relative to radiated and conducted radio interference.

Engine Speed Governing System: Governing system shall be suitable for controlling the speed of the generator set within the requirements specified herein without intermediate adjustment and shall maintain the specified stability without hunting or cycling.

Overspeed Shutdown Device: The overspeed shutdown device shall be entirely independent of the engine speed governing system and shall be positive engaged so that engine speed shall not exceed 110 percent of synchronous speed, and shall react to shut off the engine's air and fuel supply. The overspeed device shall require manual resetting after emergency tripping.

The engine shall be capable of satisfactory performance on No. 2 fuel oil (ASTM Designation D396). Diesel engines requiring a premium fuel will not be considered.

The engine shall be capable of operating at light loads for extended periods of time and shall provide a means to reduce carbonization (wet stacking).

The engine shall be equipped with fuel filters, lube oil filters, intake air filters, lube oil cooler, fuel transfer pump, fuel priming pump, service meter, engine driven water pump, and unit mounted

instruments. Unit mounted instruments shall include a fuel pressure gauge, water temperature gauge, and lubrication oil pressure gauge. The engine shall be provided with low oil pressure, high water temperature and overspeed safety shutdowns of the manual reset type.

A mechanical fuel injection system shall be employed. Injection pumps and injection valves shall be a type not requiring adjustment in service and shall be of a design allowing quick replacement by ordinary mechanics without special diesel experience. The engines shall have an individual mechanical injection pump and injection valve for each cylinder, any one of which may be removed and replaced from parts stock. Fuel injection pumps shall be positive action, constant-stroke pumps, activated by a cam driven by gears from the engine crankshaft. Fuel lines between injection pumps and valves shall be of heavy seamless tubing.

The fuel system shall be equipped with fuel filters having replaceable elements. Filter elements shall be easily removable from their housing for replacing without breaking any fuel line connections, or disturbing the fuel pump, or any other part of the engine. All fuel filters shall be conveniently located in an accessible housing, ahead of the injection pumps so that the fuel will have been thoroughly filtered before it reaches the pump. No screens or filters requiring cleaning or replacement shall be used in the injection pump or injection valve assemblies. The engines shall be equipped with a built-in gear-type, engine-driven fuel transfer pump, capable of supplying fuel through the filters to the injection pump at constant pressure.

In addition to the standard fuel filters provided by the engine manufacturer, there shall also be installed a primary fuel filter and a water separator in the fuel inlet line to the engine.

The engine shall be provided with removable wet-type cylinder liners of close grained alloy iron, heat treated for proper hardness as required for maximum liner life.

The engine shall have a gear-type lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, valve rocker mechanism and governor. Effective lubricating oil filters shall be provided and so located and connected that all oil being circulated is continuously filtered and cleaned. The engine shall have a suitable water-cooled lubricating oil cooler. The crankshaft shall incorporate drilled passages for pressure lubrication of bearings. And the journals shall be hardened or chromium plated to provide a hard shock resistant surface with ductile core. Crankshaft and connecting rod bearings shall be replaceable precision sleeve type.

The piston rings shall be constructed of heat-resistant alloy steel or chromium plated cast iron. Camshafts shall be gear or chain driven, and shall have higher wear resistance at cams and journals. Timing marks shall be clearly indicated on the crankshaft and gears. The flywheel shall be balanced, and shall be capable of being rotated 50 percent above the maximum rated engine rotational speed without danger of breaking or exploding. Flywheel housing shall be provided with a drain hole at the lowest point. Means for turning the crankshaft manually shall be provided.

The engine shall be provided with one or more engine mounted dry type air cleaners of sufficient capacity to protect effectively the working parts of the engine from dust and grit.

2.5 ENGINE LUBRICATING OIL SYSTEM:

Provide unit with a full pressure lubricating system arranged to distribute oil to all moving parts of

the engine and to cool the pistons. System shall include an engine-driven positive displacement pump, pressure regulating valves, oil filter, oil pressure indicator, and the necessary piping and fittings. The pump shall have ample capacity to circulate the lubricating oil required for engine lubrication and to cool the pistons. All necessary stop, check, pressure relief, and pressure control valves shall be provided.

Lubricating Oil Filters: Shall be the full-flow type (throwaway type) and shall be capable of filtering the full rate of oil flow of the oil pump at maximum engine speed. Means shall be provided to ensure delivery of lubricating oil to vital wearing surfaces regardless of the condition of the filter. Filters shall be accessible, easily removed and cleaned and shall be equipped with a spring-loaded by-pass valve as an insurance against stopping of lubricating oil circulation in the event the filters become clogged.

Lubricating Oil Coolers: Provide to maintain the lubricating oil within the temperature limits recommended by the manufacturer. Oil cooler shall utilize the engine jacket cooling water from the radiator as the cooling medium.

2.6 COOLING SYSTEMS:

The engine shall be furnished with a unit mounted radiator- type cooling system. The radiator fan shall direct the airflow from the engine outward through the radiator, with horizontal air discharge. The fan shall be driven directly from the engine crankshaft or through V-belt drive. The radiator shall have sufficient capacity to dissipate not less than the total British Thermal Units per hour rejected by the engine to the cooling system at 110 percent rated load in 110°F ambient, and against a static restriction of 0.5 inch of water. The cooling section shall have a tube and fin type core which shall consist of copper or copper base alloy tubes with nonferrous fins. The radiator filler cap shall be designed for pressure relief prior to removal. A coolant overflow container shall be provided.

A modulating thermostatic control valve shall be installed in the jacket water system of the engine to maintain the water system optimum temperature of the engine. The valve shall be capable of passing the water flow as determined by the manufacturer without excessive pressure drop across the valve. The valve shall be designed so that if the thermostatic element fails, water will be able to flow through the engine.

One unit mounted thermal circulation type water heater incorporating an adjustable thermostatic switch shall be furnished to maintain engine jacket water at 70 to 100 degrees F. The heater shall be 208 volt, single phase.

Engine shall be delivered with adequate antifreeze for protection at 0°F. Closed circuit jacket water systems shall be treated with a rust inhibitor as recommended by the engine manufacturer.

2.7 ENGINE FUEL SYSTEM:

The engine shall be provided with all necessary equipment, including piping, fittings, valves, filters (throwaway type), strainers and appurtenances.

Provide a Florida DEP approved Double Wall Base mounted fuel tanks, with capacity in gallons to operate the unit at the full load (current and future) as shown on the plans for 72 hours, complete

with fuel level gauge and screw on fuel filler cap. Provide Tank Level indicator with two low level switches for remote tank level indication and optional sensor for precise tank level. Tank shall be primed and painted with two heavy coats of enamel. Tank shall meet all requirements of the Florida Administrative Code Chapter 62-762 and all FL DEP requirements.

The Contractor shall fill fuel tank with #2 fuel oil for testing and top off at close out.

2.8 EXHAUST SYSTEMS:

Provide a complete exhaust system, including exhaust flexible connection and silencer.

Exhaust silencer shall be provided for the engine of the size recommended by the manufacturer. Silencer shall be suitable for residential silencing. Silencer shall be furnished and mounted by the manufacturer.

All exhaust equipment must be rated to withstand temperatures of approximately 1,000 degrees F. A flexible stainless steel pipe connection shall be provided between the engine exhaust stack and exhaust piping. One silencer rain cap with counter weight shall be provided for the unit.

2.9 ENGINE AIR INDUCTION SYSTEM:

The air induction system shall be equipped with heavy-duty dry type air cleaners of adequate capacity to effectively remove the dirt and abrasives from the combustion air to the engine.

Turbocharger shall be a combination centrifugal blower driven by an exhaust gas turbine, with the air blower directly connected to the intake air manifold. Systems that require cooling of the intake air below ambient air temperature ahead of the turbocharger or scavenger air blower will not be acceptable. A reliable Lubrication System for the turbocharger shall be provided. All necessary supports and connections shall be provided.

2.10 AUTOMATIC STARTING SYSTEM:

NEMA ICS 1 and NEMA ICS 2. A DC electric positive engagement type cranking system shall be furnished, capable of rotating the engine at a speed sufficient for rapid starting in an ambient temperature of 10°F. The system shall be arranged to permit starting of the engine automatically upon signal from the automatic transfer switch.

Cranking: The electric cranking system shall utilize a 24 volt direct current (dc) electrical circuit, with the negative polarity grounded, energized by storage batteries. The cranking motor shall be of the heavy-duty type with adequate capacity to crank the engine continuously to start the engine in an ambient temperature of 10 degrees F.

The drive mechanism for engaging the starting motor with the engine flywheel shall be designed to inherently engage and release without binding. When the engine starts, a "stop cranking" switch, which is engine speed actuated, shall cause disengagement of the starting gearing and the shutdown of the starting motor. If the engine fails to crank after three consecutive cranking cycles lockout shall occur. On lockout an alarm shall sound and an "OVERCRANK" light shall illuminate which shall remain lighted until it is manually reset.

Starting Aids: A jacket water heating system shall be provided to ensure starting. The heater shall be thermostatically controlled at the temperature recommended by the engine manufacturer. Power leads shall be brought to a junction box. The junction box shall be mounted on the engine base. The block heater shall be 208VAC, no exceptions.

Storage Battery: The engine cranking battery shall be S.A.E. Type "D", diesel engine starting type and of sufficient size and capacity in a fully charged condition to start the engine-generator six consecutive times at 10 degrees F without recharging between cranks

Battery Charger: The battery charger shall be enclosed, mounted in the weatherproof housing, automatic, dual rate, solid-state, constant voltage type having ac voltage compensation, dc voltage regulation, and current limiting. The charger shall employ transistor-controlled magnetic amplifier circuits to provide continuous taper charging. Charger shall have two ranges, float and equalize, with 0-24 hour equalizer time, dc cranking relay, silicon diode full-wave rectifiers, automatic surge suppressors, dc ammeter, dc voltmeter, and fused inputs and outputs. Charger shall have a continuous rated output of not less than 10 amps. Battery charger shall conform to UL 1236.

Battery Charging Alternator: Provide a V-belt driven, from the engine, 35amp minimum-rated battery-charging alternator complete with a solid- state voltage regulator.

2.11 SAFETY SHUTDOWN CONTROLS AND ALARMS:

Control shall be provided that will function to immediately shut off delivery of fuel to the engine cylinders when actuated by a condition of low lubricating oil pressure, high water temperature, overspeed, or low water level. The values at which the controls for low lubricating oil pressure and high water temperature are actuated shall be as recommended by the manufacturer, and the overspeed governor shall be set to actuate at the value specified herein. The low lubricating oil pressure shutdown control shall be provided with a means to make it inoperative during the period of low oil pressure when the engine is started. Each shutdown shall initiate its individual light, close a 120VAC rated contact and sound an alarm within the cranking panel, and shall require manual reset. Normal start-up and shutdown shall not actuate the safety shutdown and alarm indicator system.

Remote Audible Annunciator: Provide remote audible annunciators for engine-generator sets with light emitting diode (LED) indicators. Annunciators shall include the following:

1. Control switch not in Auto position
2. Overcrank
3. Low lube oil pressure
4. High coolant temperature
5. Low coolant temperature
6. Overspeed
7. Low fuel main tank
8. High coolant temperature pre-alarm
9. Low lube oil pressure pre-alarm

2.12 GENERATORS AND EXCITATION SYSTEMS:

Generators: The generator shall be three-phase, 60 hertz alternating-current type with revolving field. The speed of the generator shall be 1800 rpm. Enclosures shall be sound attenuating weatherproof aluminum and wind rated to 150 mph. The generator shall conform to ANSI C50.10, and to NEMA MG-1. The generator shall have form-wound stator and rotor coils with Class F insulation. The rotor and stator shall have a maximum temperature rise, as measured by the resistance method, suitable for Class F insulation in accordance with NEMA Standard MG1-22.4. The generator and flywheel shall have sufficient flywheel effect to meet the requirements of regulation and operation as specified. The generator rotor shall be coupled directly to the engine flywheel through a flexible drive disc. Impellers shall be mounted on the rotor for cooling the generator. The rotor shall be capable of safe operation at a speed 25 percent in excess of its rated synchronous speed. The generator armature, field, and ground leads shall have clamp or crimp-type lugs or connectors for electrical connections. Terminal markings shall conform to NEMA MG-1.

Excitation and Voltage Regulation System: The excitation system shall be the Permanent Magnet type. The system shall serve as an individual excitation and regulation system for the generator specified herein, and there is no requirement for parallel operation with other exciters. The excitation system shall have a continuous current rating of not less than the generator excitation current required when the generator operates at 105 percent rated voltage under the condition of continuous rating requiring maximum field current. The voltage rating of the system shall be as required to match the generator field requirements. The exciter insulation shall be Class F. The excitation system response ratio shall be not less than 0.5 and the ceiling voltage shall be not less than 120 percent of rated voltage.

Voltage Regulator: The voltage regulator shall be a completely solid-state type for control of generator voltage by control of the exciter field. The regulator shall control the generator exciter field as required to maintain a constant and stable generator output voltage within plus or minus 2 percent of nominal for all steady-state loads from no load to full load, including a 5 percent variation in frequency and the effects of field heating. Electromagnetic interference suppression shall be an integral part of the regulator. Thermal protection for power semiconductors, inherent over voltage protection, and fuse protection shall be provided internally in the regulator. No electrolytic capacitors, vacuum tubes, or electromechanical relays shall be used in the voltage regulator.

2.13 GENERATOR CONTROL PANEL:

Engine-Generator Instruments and Controls: NEMA ICS I, 2, 3, 4, and 6.

Engine Instruments: Include the following as minimum components:

1. Lubricating Oil Pressure Gauge: Shall be indicating dial type accurate to within 2 percent of full-scale reading.
2. Coolant Temperature Indicators: Shall be indicating dial type accurate to within 2 percent of full-scale reading.
3. Running Time Meter: Totalize engine running time to 9999.9 hours total.
4. Generator Controls and Instruments: NEMA ICS I, 2, 3, and 4 and shall include the components listed below. Instruments shall comply with ANSI c39.1.
 - a. Voltmeter, Ammeter and Frequency Meters: Shall be indicating dial type,

- not less than 3-1/2 inch nominal round or square with accuracy of 2 percent of full scale.
- b. Control Switches: Voltage and ampere ratings suitable for the intended use.
 - c. Voltage adjustment rheostat.
 - d. Panel lights and control switch.
 - e. Alarm indicating panel.

Electronic Trip Circuit Breaker(s) shall be installed for the generator unit and sized per the output of the generator, unless otherwise noted on the plans. The trip unit shall contain fully adjustable LI or LSI trip functions (as shown on the plans). This means the output breaker shall have an adjustable Long time pickup, long time delay, short time pickup, short time delay, and instantaneous. Manufacturer's circuit breakers without full adjustability for L.S.I .trip functions will be rejected.

Furnish unit with a second output circuit breaker installed (dual output breaker configuration) to facilitate load bank testing without having to disconnect the breaker connected to the site load. The second circuit breaker can be thermal magnetic trip type and will only be used for load bank testing when the site load is connected to the primary output breaker.

2.14 TREATMENT AND PAINTING:

All parts, including engine subject to high temperature, shall be treated and painted in accordance with manufacturer's standards.

The generator and all associated electrical equipment shall be thoroughly cleaned and treated prior to painting. Color shall be manufacturer's standard.

2.15 BASE ASSEMBLY:

Engine-Generator: Shall be mounted on a fabricated steel Double Wall Base Tank suitable for supporting, transporting, and skidding engine and generator without damage to equipment or alignment.

Vibration Isolators: The engine-generator shall be provided with suitable spring-type vibration isolators between the engine and its concrete foundation.

2.16 OUTDOOR WEATHER PROTECTIVE SOUND ATTENUATED ENCLOSURE:

The generator set shall be provided with an aluminum outdoor enclosure suitable for a corrosive environment, with the entire package listed under UL2200. The package shall comply with the requirements of the National Electrical Code for all wiring materials and component spacing. The total assembly of generator set, enclosure, and sub-base fuel tank (when used) shall be designed to be lifted into place using spreader bars.

Housing shall provide ample airflow for generator set operation at rated load in an ambient temperature of 104F.

Housing shall be rated for minimum 150 mph wind gust or as required by the Florida Building Code

for the exact project location if higher requirement.

The housing shall have hinged access doors as required to maintain easy access for all operating and service functions. All doors shall be lockable, and include retainers to hold the door open during service. Enclosure roof shall be cambered to prevent rainwater accumulation.

Openings shall be screened to limit access of rodents into the enclosure.

All electrical power and control interconnections shall be made within the perimeter of the enclosure. Furnish a load center for connection of the generator auxiliary equipment (battery charger, block heater, enclosure lighting, etc.

All sheet metal shall be primed for corrosion protection and finish painted with the manufacturers' standard color using a two step electro coating paint process, or equal meeting the performance requirements specified below. All surfaces of all metal parts shall be primed and painted. The painting process shall result in a coating that meets the following requirements:

- Primer thickness, 0.5-2.0 mils. Top coat thickness, 0.8-1.2 mils.

- Gloss, per ASTM D523-89, 80% plus or minus 5%. Gloss retention after one year shall exceed 50%.

- Crosshatch adhesion, per ASTM D3359-93, 4B-5B.

- Impact resistance, per ASTM D2794-93, 120-160 inch-pounds.

- Salt Spray, per ASTM B117-90, 1000+ hours.

- Humidity, per ASTM D2247-92, 1000+ hours.

- Water Soak, per ASTM D2247-92, 1000+ hours.

Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant, and designed to minimize marring of the painted surface when removed for normal installation or service work.

Enclosure shall be constructed of aluminum. All hardware and hinges shall be stainless steel.

A factory-mounted exhaust silencer shall be installed inside the enclosure. The exhaust shall exit the enclosure through a rain collar and terminate with a rain cap. Exhaust connections to the generator set shall be through seamless flexible connections.

The enclosure shall include the following maintenance provisions:

- Flexible coolant and lubricating oil drain lines that extend to the exterior of the enclosure, with internal drain valves

- External radiator fill provision.

The generator set shall be provided with a sound-attenuated housing which allows the generator set to operate at full rated load in an ambient temperature of up to 104F.

The enclosure shall reduce the sound level of the generator set while operating at full rated load to a maximum of 75 dBA at any location 7 meters from the generator set in a free field environment.

The enclosure shall be insulated with non-hydroscopic materials.

Provide steps or platform around the generator for operating and maintenance.

PART 3 - EXECUTION

3.1 INSTALLATION:

Installation shall conform to the requirements of NFPA 70.

Install diesel generator unit as indicated on Drawings.

The generator manufacturer shall supply the services of a factory representative to check over the completed generator installation, who will provide certification that the installation meets the approval of the manufacturer.

3.2 INSPECTION AND TESTING:

Prior to acceptance of the installation, equipment shall be tested to show it is free of any defects and will start automatically to be subjected to full load test through the use of portable dry type load banks supplied for this purpose at the job site by the generator set factory representative.

The generator set factory representative shall perform all field tests and trial operations and conduct all field inspections. The Contractor shall provide all labor, equipment, and incidentals required for the tests performed by the generator set supplier, including water, fuel, and lubricants. The only exception is the load banks, which are to be furnished by the generator set supplier.

The Owner and/or Owner's representative shall witness all field tests and trial operations and conduct final field inspections. The Contractor shall give the Owner ample notice of the dates and times scheduled for tests, trial operations, and inspections requiring the presence of the Owner. All deficiencies found shall be rectified and work affected by such deficiencies shall be completely re-tested at the Contractor's expense. A qualified Factory Representative shall assist the Contractor with the field checkout, start-up, and test. Field tests shall include the following:

1. Demonstrate proper operation of all systems.
2. Simulate power failure and demonstrate complete automatic start, load, unload, by-pass, and stop sequence.
3. Conduct 3-hour load test using generator supplier furnished portable load banks as follows:
 - a. 1/2 load--1 hour
 - b. Full load--2 hours

The load bank shall be capable of definite and precise incremental loading and shall not be dependent on the generator control instrumentation to read amperage and voltage of each phase. The test instrumentation will serve as a check of the generator set meters. Readings will be taken and recorded at no longer than 30-minute intervals during the test and at each occurrence of a load change.

Load bank testing shall be done in the presence of the Owner and the Engineer only after the unit is permanently installed in accordance with the plans and Specifications.

3.3 JOB CLOSE-OUT:

At job closeout, perform the following:

1. Clean all equipment and accessories thoroughly.
2. Touchup all scratches and nicks with paint provided by the manufacturer for that purpose.
3. Top off fuel tank.

END OF SECTION 16216

APPENDIX C – FORMS

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Gulf County, Florida by _
(print individual's name and title)

for_
(print name of entity submitting sworn statement)

Whose business address is_

and (if applicable) its Federal Employer Identification Number (FEIN) is

_
; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement:).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Printed Notary Name
Commission Expires:

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.**
2. **Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
3. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
5. **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
6. **Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

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

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

APPENDIX D – FEDERAL CONTRACT TERMS

Required Contract Terms and Conditions
State of Florida Department of Environmental Protection
Standard Grant Agreement 22SRP18

1. General. This contract will be funded in whole or in part through a grant agreement between Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection Resilient Florida Program and the Gulf County Board of County Commissioners ("Owner"). As such, this contract is subject to the applicable terms and conditions of the Standard Grant Agreement (the "Grant Agreement") for this project (the "Project"). The contractor and all subcontractors shall be bound by the terms and conditions of the Grant Agreement, as applicable, as well as any applicable State and Federal laws, rules, and regulations.
2. State Funds Documentation: Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under Section 215.97(2)(m), F.S., Contractor must provide documentation to the Owner and DEP that indicates the amount of state funds:
 - a. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of the Contractor.
 - b. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.
3. Annual Appropriation Contingency: This project is funded in whole or in part by funding through Resilient Florida – Grant Number 22SRP18. The Owner's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If funding should be rescinded by the Legislature for this award, the Owner reserves the right to immediately stop work and be released from future obligations for incomplete work.
4. Invoicing:
 - a. Contractual Costs (Subcontractors): As applicable, invoices must include backup documentation identical to that which the Owner is required to provide to Florida DEP. Contracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Florida DEP determines that multipliers charged by any contractor or subcontractor exceeded the rates supported by audit, the contractor shall be required to reimburse such funds to Gulf County within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a contract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The contractor shall be responsible for maintaining

appropriate property records for any contract or subcontract that includes the purchase of equipment as part of the delivery of services.

- b. Direct Purchase Equipment: Invoices or receipts must be submitted to document all equipment purchases. All information must be provided to enable the Owner to complete DEP Exhibit B. Property Reporting Form.
5. Insurance Requirements: The contractor shall maintain insurance coverage of such types and with such terms and limits as described in the Grant Agreement and these contract documents. The contractor shall make compliance with these insurance requirements a condition of any contract or subcontract that is related to this Project. The contractor shall provide proof of insurance upon request.
6. Statutory Notices Relating to Unauthorized Employment.
- a. The Owner shall consider the employment by the contractor or any subcontractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract. The contractor shall be responsible for including this provision in all subcontracts related to this Project.
 - b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The contractor shall notify Gulf County if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Project. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. Compliance with Federal, State and Local Laws.

- a. The contractor and all its subcontractors shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The contractor shall include this provision in all subcontracts issued as a result of the Grant Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Project.

8. Build America, Buy America Act (BABA): Applies to Infrastructure Projects with Federal Funding, excepting agreements wholly funded by Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) [DOES NOT APPLY – THIS PROJECT IS FUNDED WITH STATE FUNDING]

9. Investing in America: Applicable to construction projects funded in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act. [DOES NOT APPLY – THIS PROJECT IS FUNDED WITH STATE FUNDING]

10. Scrutinized Companies:

- a. The contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Owner may immediately terminate the contract at its sole option if the contractor is found to have submitted a false

certification; or if the contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract.

- b. If the contract is for more than one million dollars, the contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 286.135, F.S. The Owner may immediately terminate the contract at its sole option if the contractor is found to have submitted a false certification; or if the contractor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
 - c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize the contracting prohibitions, then they shall become inoperative.
11. Record Keeping. Contractor shall maintain books, records and documents directly pertinent to performance under this project in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. DEP, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of the Grant Agreement and for five (5) years following the completion date or termination of the Grant Agreement. In the event that any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of DEP's Inspector General, or other authorized State official, the contractor shall provide any type of information the Inspector General deems relevant to the contractor's integrity or responsibility. Such information may include, but shall not be limited to, the contractor's business or financial records, documents, or files of any type or form that refer to or relate to this project. The contractor shall retain such records for the longer of: (1) three years after the expiration of the Grant Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
12. Audits - Inspector General. The contractor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The contractor will comply with this duty and ensure that its subcontracts issued, if any, impose this requirement, in writing, on its subcontractors, respectively.
13. Diversity in Procurement. Florida DEP supports diversity in its procurement program and requests that all subcontracting opportunities afforded by the Grant Agreement embrace diversity enthusiastically. The award of contracts and subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. Contractor's Employees, Subcontractors and Agents. All contractor employees, subcontractors, or agents performing work funded by the Grant Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work funded by the Grant Agreement must comply with all security and administrative requirements of DEP and shall comply with all controlling laws and regulations relevant to the services they are providing under the Grant Agreement.
15. Documentary Evidence Requirement: The Grant Agreement requires the Owner to submit documentary evidence demonstrating that each contractor has fully performed its project obligations. In accordance with this requirement, the Contractor shall, upon request, submit documentary evidence to the Owner.
16. Common Carrier or Contracted Carrier: The contractor shall not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States.