BRAZORIA COUNTY

PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

April 9, 2025

McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc. Attn: Wayne Berkenmeier 5044 Timber Creek Houston, TX 77017 wayneb@mcdonaldinc.com

Re: Award for RFP# 25-23 Generators for the Sheriff's Office

Dear Mr. Berkenmeier:

Brazoria County is pleased to inform you that on April 8, 2025, Commissioners' Court awarded the above listed project to your company.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at <u>aerickson@brazoriacountytx.gov</u>.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at <u>http://brazoriacountytx.gov/departments/purchasing</u> under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at <u>http://brazoriacountytx.gov/departments/purchasing</u> under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Per the solicitation, a performance and payment bond are required and due prior to the start of the project.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Susan P. Serrano, CPPO, CPPB Brazoria County Purchasing Director

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 8th day of April 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **RFP# 25-23 Generators for the Sheriff's Office** as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP# 25-23 Generators for the Sheriff's Office
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 10th day of April 2025.

By:	County Judge Signature	
By:	L. M. "Matt" Sebesta Jr.	
By:	Printed Name	
Бу	Signature of Vendor	

 $_{Bv:}$ Wayne Berkenmeier Vice President Special Projects

Printed Name and Title

BRAZORIA COUNTY, TX Contract No. RFP#25-23 GENERATORS FOR THE SHERIFF'S OFFICE

CONTRACT AMENDMENT

DATE: <u>APRIL 17, 2025</u>

Amendment to Contract No. RFP# <u>25-23 Generators for the Sheriff's Office</u> ("Amendment") by and between **BRAZORIA COUNTY, TX** ("County") and <u>McDonald Municipal and Industrial – A</u> <u>Division of C.F. McDonald Electric, Inc of Houston, Texas</u>.

Recitals WHEREAS, the County entered into Contract No. RFP# <u>25-23</u> dated <u>April 10, 2025</u>;

NOW THEREFORE, the parties hereby agree as follows:

1. <u>Prevailing Wage Change</u>. A revised prevailing wage rate was published on March 14, 2025, for General Decision Number:TX20240233 for Construction Type: Building. This wage determination shall replace General Decision Number :TX20240233 dated 11/08/2024, Construction Type: Building included in the Request for Proposal and is therefore incorporated for all purposes into the parties' contract dated April 10, 2025

Any other term not expressed amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

BRAZORIA COUNTY, TEXAS

Name: L. M. "Matt" Sebesta Jr.

Title: Brazoria County Judge

Company: McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc.

Name: Title: $\bigvee_i P_i$

"General Decision Number: TX20250233 03/14/2025

Superseded General Decision Number: TX20240233

State: Texas

Construction Type: Building

County: Brazoria County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	:

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

1	03/07/2025
2	03/14/2025

ASBE0022-009 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
* BOIL0074-003 01/01/2025		
	Rates	Fringes
BOILERMAKER		24.92
CARP0551-009 04/01/2021		
	Rates	Fringes
CARPENTER (Excludes Drywall Hanging, Form Work, and Metal Stud Installation)		9.08
ELEC0716-005 08/29/2023		
	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
* ELEV0031-003 01/01/2025		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 53.59 3	8.435+a+b
FOOTNOTES: A. 6% under 5 years based on re hours worked. 8% over 5 years for all hours worked.		
B. Holidays: New Year's Day; Me Labor Day; Thanksgiving Day; Fr Christmas Day; and Veterans Day	iday after Than	
ENGI0450-002 04/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes		10.39
IRON0084-011 06/01/2024		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 28.26	8.13
IRON0135-002 09/01/2022		

	Rates	Fringes
IRONWORKER, STRUCTURAL		14.44
PLUM0068-002 10/01/2024		
	Rates	Fringes
PLUMBER		11.61
PLUM0211-010 10/01/2024		
	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)		11.86
SHEE0054-003 04/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit		
Installation)		
* SUTX2014-008 07/21/2014		_
	Rates	Fringes
ACOUSTICAL CEILING MECHANIC	.\$ 16.41 **	3.98
BRICKLAYER	.\$ 19.86	0.00
CAULKER	.\$ 15.36 **	· 0.00
CEMENT MASON/CONCRETE FINISHER	.\$ 13.33 **	· 0.00
DRYWALL FINISHER/TAPER	.\$ 16.30 **	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	.\$ 17.45 **	s 3.96
ELECTRICIAN (Alarm	¢ 17 07	5 57
Installation Only)	.р 1/.9/	3.37
ELECTRICIAN (Low Voltage Wiring Only)	.\$ 18.00	1.68
FLOOR LAYER: Carpet	.\$ 20.00	0.00
FORM WORKER	.\$ 12.57 **	0.00
GLAZIER	.\$ 19.12	4.41
INSULATOR - BATT	.\$ 14.87 **	0.73
IRONWORKER, REINFORCING	.\$ 12.10 **	· 0.00
LABORER: Common or General	.\$ 10.55 **	· 0.00
LABORER: Mason Tender - Brick	.\$ 13.37 **	· 0.00
LABORER: Mason Tender - Cement/Concrete	.\$ 10.86 **	· 0.00

TRUCK DRIVER: Flatbed Truck\$ 19.65 8.57 TRUCK DRIVER: Semi-Trailer 0.00 Truck\$ 12.50 ** 0.00		
LABORER: Landscape and Irrigation\$ 9.49 ** 0.00 LATHER\$ 19.73 0.00 OPERATOR: Backhoe/Excavator/Trackhoe\$ 15.56 ** 0.00 OPERATOR: Bobcat/Skid Steer/Skid Loader\$ 13.93 ** 0.00 OPERATOR: Bulldozer\$ 20.77 0.00 OPERATOR: Drill\$ 16.22 ** 0.34 OPERATOR: Drill\$ 16.22 ** 0.34 OPERATOR: Forklift\$ 15.64 ** 0.00 OPERATOR: Grader/Blade\$ 15.64 ** 0.00 OPERATOR: Grader/Blade\$ 15.64 ** 0.00 OPERATOR: Loader\$ 13.37 ** 0.00 OPERATOR: Nechanic\$ 13.55 ** 0.94 OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$ 16.03 ** 0.00 PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping\$ 16.77 ** 4.51 ROOFER\$ 15.40 ** 0.00 SHEET METAL WORKER (HVAC Duct Installation Only)\$ 20.05 4.19 SHEET METAL WORKER (HVAC Duct Installation Only)\$ 19.67 2.24 SPRINKLER FITTER (Fire Sprinklers)\$ 16.17 ** 0.00 TILE SETTER\$ 16.17 ** 0.00 TILE SETTER\$ 16.17 ** 0.00 TRUCK DRIVER: 1/Single Axle Truck. DRIVER: 1/Single Axle Truck DRIVER: Flatbed Truck\$ 12.39 ** 1.18 TRUCK DRIVER: Flatbed Truck\$ 19.65 8.57 TRUCK DRIVER: Semi-Trailer TruCK DRIVER: Semi-Trailer Truck\$ 12.50 ** 0.00	LABORER: Pipelayer\$ 12.94 **	0.00
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TRUCK DRIVER: Water Truck\$ 12.00 ** 4.11		0.00
	TRUCK DRIVER: Water Truck\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on
a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

> Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

BRAZORIA COUNTY

PURCHASING DEPARTMENT



SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

NOTICE TO PROCEED

April 29, 2025

McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc. Attn.: Wayne Berkenmeier 5044 Timber Creek Houston, TX 77017 Sent Via Email: wayneb@mcdonaldinc.com

RE: Notice to Proceed for RFP# 25-23 Generators for the Sheriff's Office

Dear Mr. Berkenmeier:

Your firm / company was approved to commence the work in accordance with the above referenced project on April 30, 2025. Please Contact the Brazoria County Project Manager to schedule work.

The Project Manager is listed below:

Chad Jones Brazoria County Sheriff's Office

Please complete this process by acknowledging this copy of this NOTICE TO PROCEED to the County.

Very truly yours,

Susan P. Serrano, CPPO, CPPB Brazoria County Purchasing Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by: McDonald Municipal and Industrial – A Division of C.F. McDonald Electric, Inc.

this <u>29</u> day of <u>April</u> , 2025

Printed Name and Title: Raymond Leal Project Manager

Signature: <u>Raymond Leal</u>





Brazoria County Purchasing

451 N. Velasco, Suite 100 Angleton TX 77515 Busn: 979-864-1825 Fax: 979-864-1034

	Dispatched	Dina.	Dispatch Via Print
	Purchase Order	Date	Revision
	0002503788	4/15/2025	
	Payment Terms	Freight Terms	Ship Via
	Net 30	FOB Destination	Common
	Buyer	Reque	estor
	Casey Greathouse - Purchasing	Lynn L	.ester - SO
Ship To:	Brazoria County Sheriff's Office 3602 CR 45 Angleton TX 77515	Bill To:	Brazoria County Auditor 237 E. Locust Ste 403 Angleton TX 77515

Vendor: 0000116761 C. F. McDonald Electric, Inc. 5044 Timber Creek Houston TX 77017 BUSN: 713 921-1368 FAX: 713 921-5109

Tax Exempt? Y Tax Exempt ID: 74-6000044 Vendor Item ID/Description/MFG - Brand Line-Sch Req ID Quantity UOM PO Price **Extended Amt** 500kw natural gas generator, 1 - 1 0002504224 1.00 EA 305,000.0000 305,000.00000 including labor & materials and 0 installation Category Code: >5K-GENERAT530 - 594900 Other Equip Greater Than 5 Co. Item ID: Account: 594900-52100-30000/Other Equip greater than 5K Proj/Act/Loc: SO VARIOUS / GENERATORS / DCSHEROFFI-Sheriff's Off Attention: Lynn Lester - SO 4000A Bypass Isolated Automatic 0002504224 1.00 EA 158,000.0000 158,000.00000 2 - 1Transfer Switch, including labor 0 & materials >5K-BLDGELECT - 593100 Buildings Greater Than 5K (Category Code: Co. Item ID: Account: 593100-52100-30000/Buildings Proj/Act/Loc: SO VARIOUS / GENERATORS / DCSHEROFFI-Sheriff's Off Attention: Lynn Lester - SO 4000 amp Dual Purpose Docking 0002504224 1.00 EA 95,469.00000 95,469.00000 3 - 1Station, including labor and materials Category Code: >5K-BLDGELECT - 593100 Buildings Greater Than 5K (Co. Item ID: Account: 593100-52100-30000/Buildings

Proj/Act/Loc: SO VARIOUS / GENERATORS / DCSHEROFFI-Sheriff's Off

Attention: Lynn Lester - SO

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order or Release Order Number. Over shipments will not be accepted unless authorized by Buyer prior to shipment. Brazoria County Standard Terms and Conditions located at https://www. brazoriacountytx.

gov/home/showpublisheddocument/15782/638273507420470000 are made part of this order and control over any vendor terms.

Authorized Signature



BUSN: 713 921-1368 FAX: 713 921-5109

Brazoria County Purchasing Dispatched **Dispatch Via Print** 451 N. Velasco, Suite 100 Purchase Order Date Revision 0002503788 4/15/2025 Angleton TX 77515 Payment Terms **Freight Terms** Ship Via Busn: 979-864-1825 Net 30 FOB Destination Common Fax: 979-864-1034 Buyer Requestor Casey Greathouse - Purchasing Lynn Lester - SO Ship To: Brazoria County Brazoria County Auditor Vendor: 0000116761 Bill To: Sheriff's Office 3602 CR 45 237 E. Locust Ste 403 C. F. McDonald Electric, Inc. Angleton TX 77515 5044 Timber Creek Angleton TX 77515 Houston TX 77017

Tax Exempt		Tax Exempt ID:					
Line-Sch	Vendo	or Item ID/Description/MFG - Brand	Req ID	Quantity	UOM	PO Price	Extended Amt
		Sine Installation, including & materials	0002504224	3.00	EA	8,200.00000	24,600.00000
Category Co Co. Item ID:		>5K-UTILITIES - 592100 Lan	d Improvements	(Utilitie			
Account:		592100-52100-30000/Land Impr	ovements				
Proj/Act/Loc	c:	SO_VARIOUS / GENERATORS / DC	SHEROFFI-Sherif	f's Off		Attention: Lynn	Lester - SO
÷							
		cete Pad Installations, nding labor & materials	0002504224	3.00	EA	17,500.00000	52,500.00000
Category Co Co. Item ID:		>5K-CONCRETE - 593200 Impr	ovements Greate	er Than 5K			
Account:		593200-52100-30000/Improveme	nts greater tha	n 5K			
Proj/Act/Loc	c:	SO_VARIOUS / GENERATORS / DC	SHEROFFI-Sherif	f's Off		Attention: Lynn	Lester - SO
		onnection & Hauling of iting generators	0002504224	4.00	EA	3,500.00000	14,000.00000
Category Co Co. Item ID:		96100 - 571300 Professiona	l Services (Mis	cellaneou			
Account:		571300-52100-30000/Professio	nal Services				
Proj/Act/Loc	c:	SO_VARIOUS / GENERATORS / DC	SHEROFFI-Sherif	f's Off		Attention: Lynn	Lester - SO
		cenance Warranty & Service age for 1 year	0002504224	3.00	EA	3,300.00000	9,900.00000
All shipm	ients, s	hipping papers, invoices, and correspo ur Purchase Order or Release Order N	ndence must be	Auth	orized	Signature	
will not be County S <u>brazoriac</u>	e acce Standar countyt:	pted unless authorized by Buyer prior to d Terms and Conditions located at <u>http</u> <u>x.</u>	o shipment. Brazoria <u>s://www.</u>	1	Q	\bigcirc	
		publisheddocument/15782/638273507- r and control over any vendor terms.	<u>420470000</u> are mad	e	S	inosen	/



Brazoria County Purchasing	Dispatched		Dispatch Via Print	
451 N. Velasco, Suite 100	Purchase Order	Date	Revision	
Angleton TX 77515	0002503788	4/15/2025		
Busn: 979-864-1825		Payment Terms	Freight Terms	Ship Via
Fax: 979-864-1034		Net 30	FOB Destination	Common
Fax. 979-004-1034		Buyer	Reque	stor
		Casey Greathouse - Purchasing	Lynn Lo	ester - SO
Vendor: 0000116761 C. F. McDonald Electric, Inc. 5044 Timber Creek Houston TX 77017 BUSN: 713 921-1368 FAX : 713 921-5109	Ship To:	Brazoria County Sheriff's Office 3602 CR 45 Angleton TX 77515		Brazoria County Auditor 237 E. Locust Ste 403 Angleton TX 77515
Tax Exempt? Y Tax E	cempt ID: 74-6000	0044		
Line-Sch Vendor Item ID/Description/MFG	- Brand Req	ID Quantity UOM	PO Price	Extended Amt
Category Code: 93901 - 542500 Mai	ntenance Agree	ements		
Account: 542500-52100-30000/M	aintenance Agr	reements		
Proj/Act/Loc: SO_VARIOUS / GENERAT	ORS / DCSHEROF	FI-Sheriff's Off	Attention: Ly	nn Lester - SO

	ineered Drawings with PE Stamp 0002504224 vided at no charge	1.00	EA	0.00000	0.00000
Category Code: Co. Item ID:	>5K-GENERAT530 - 594900 Other Equip Great	er Than 5			
Account:	594900-52100-30000/Other Equip greater than	n 5K			
Proj/Act/Loc:	SO VARIOUS / GENERATORS / DCSHEROFFI-Sheri:	f's Off			

Attention: Lynn Lester - SO

9 - 1 An additional 4 years of 0002504224 1.00 EA 38,400.00000 38,400.00000 Preventative Maintenance can be provided for \$38,400.00 Category Code: 93901 - 542500 Maintenance Agreements Co. Item ID: Account: 542500-52100-30000/Maintenance Agreements Proj/Act/Loc: SO_VARIOUS / GENERATORS / DCSHEROFFI-Sheriff's Off Attention: Lynn Lester - SO

10 - 1 500kw natural gas generator, 0002504224 1.00 EA 305,000.0000 305,000.00000 including labor & materials and 0 installation.

All shipments, shipping papers, invoices, and correspondence must be	Authorize
identified with our Purchase Order or Release Order Number. Over shipments	
will not be accepted unless authorized by Buyer prior to shipment. Brazoria	
County Standard Terms and Conditions located at https://www.	
brazoriacountytx.	X
gov/home/showpublisheddocument/15782/638273507420470000 are made	1

Authorized Signature

part of this order and control over any vendor terms.



Brazoria County Purchasing		Dispatched		Dispatch Via Print
451 N. Velasco, Suite 100		Purchase Order	Date	Revision
Angleton TX 77515		0002503788		
Busn: 979-864-1825		Payment Terms	Freight Terms	Ship Via
Fax: 979-864-1034		Net 30	FOB Destination	Common
		Buyer	Request	or
		Casey Greathouse - Purchasing	Lynn Les	ster - SO
Vendor: 0000116761 C. F. McDonald Electric, Inc. 5044 Timber Creek Houston TX 77017 BUSN: 713 921-1368 FAX : 713 921-5109	Ship To:	Brazoria County Sheriff's Office 3602 CR 45 Angleton TX 77515	2	razoria County Auditor 37 E. Locust Ste 403 ngleton TX 77515

Tax Exempt? Y	Tax Exempt ID: 74-6000044				
	or Item ID/Description/MFG - Brand Req ID	Quantity	UOM	PO Price	Extended Amt
Category Code:	>5K-GENERAT530 - 594900 Other Equip	Greater Than 5			
Co. Item ID:					
Account:	594900-52100-30000/Other Equip greater	than 5K			
Proj/Act/Loc:	SO VARIOUS / GENERATORS / DCSHEROFFI-S	Sheriff's Off			
				Attention: Lynn	Lester - SO
incl	w natural gas generator, 0002504 uding labor & materials and allation	224 1.00	EA	305,000.0000 0	305,000.00000
Category Code: Co. Item ID:	>5K-GENERAT530 - 594900 Other Equip				
Account:	594900-52100-30000/Other Equip greater	than 5K			
Proj/Act/Loc:	SO_VARIOUS / GENERATORS / DCSHEROFFI-S	Sheriff's Off			
				Attention: Lynn	Lester - SO

THIS PURCHASE ORDER IS ISSUED IN ACCORDANCE WITH RFP #25-23 FOR GENERATORS FOR THE SHERIFFS OFFICE AS APPROVED BY COMMISSIONER'S COURT ON APRIL 8, 2025 PER COURT ORDER NO. J.5. WHICH REPLACED COURT ORDER 1.12

BOYCOTT, CIQ AND COI ON FILE - HARD COPY BONDS ON FILE

CONFIRMING ORDER - DO NOT DUPLICATE

DATE: 4/22/2025

EMAILED/WAYNEB@MCDONALDINC.COM AND LYNNL@BRAZORIACOUNTYTX.GOV DELIVERY: TBD ORDER TO BE PLACED BY DEPARTMENT:NO

Total PO Amount

1,307,869.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order or Release Order Number. Over shipments will not be accepted unless authorized by Buyer prior to shipment. Brazoria County Standard Terms and Conditions located at https://www. brazoriacountytx.

gov/home/showpublisheddocument/15782/638273507420470000 are made part of this order and control over any vendor terms.

Authorized Signature

BRAZORIA COUNTY RESPONDENT CERTIFICATION FORM

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING	COMPAN	ĮΥ		
74-1540453		004928230		
FEDERAL I.D. # (Company or Corpor	ation)	DUN & BRADSTI	REET D-U-N-S NUMBER	
713-921-1368		713-921-5109		
TELEPHONE NUMBER		FACSIMILE NUM	BER	
Wayne Berkenmeier		Vice President Sp	ecial Projects	
CONTACT PERSON		TITLE		
5044 Timber Creek	Hous	ston, TX	77017	
COMPLETE MAILING ADDRESS	CIT	Y & STATE	ZIP CODE	
Same				
COMPLETE STREET ADDRESS	CIT	Y & STATE	ZIP CODE	
WayneB@mcdonaldinc.com				
EMAIL ADDRESS				

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

	01/21/25
SIGNATURE	DATE
"must be authorized to execute on behalf of company"	
Wayne Berkenmeier	Vice President Special Projects
Typewritten or Printed Name	Title

BRAZORIA COUNTY BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

- 1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
- 2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

Does not own taxable property in Brazoria County.

X Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

X Is not excluded from doing business at the federal level.

- X Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).
- 2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

Bidder/Respondent C	ompany Name McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc
Signature of Company Authorizing the Bid/C	
Company Official (Printed Name)	Wayne Berkenmeier
Official's Position	Vice President Special Projects

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- **B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- **D.** If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and

RFP #25-23 Generators for the Sheriff's Office

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.
- **K.** The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #25-23, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.

SIGNATURE Wayne Berkenmeier

Typewritten or Printed Name

01/21/25

DATE Vice President Special Projects

Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official Wayne Berkenmeier, Vice President Special Projects

Typed Name and Title McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

Applicant / Organization 01/21/25

Date Signed

N/A

Approved by OMB

0348-0046 Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		offer/application I award	Report Type: a. initial filing b. material change	
Name and Address of Reporting E	e	If Reporting Ent Name and Addre	ity in No. 4 is Subawardee, Enter ss of Prime:	
Congressional District, if kno	wn:		onal District, if known:	_
Federal Department/Agency:		7. Federal Prog CFDA Number, i		
Federal Action Number, if known:		9. Award Amount, if known:		
		*		
10. a. Name and Address of Lobb (if individual, last name, first name		\$ b. Individuals F address if differe (last name, fir	Performing Services (including nt from No. 10a) st name, MI):	
11. Information requested through th authorized by title 31 U.S.C. section 1		Signature:		
disclosure of lobbying activities is a r	naterial		Vayne Berkenmeier	
representation of fact upon which reli by the tier above when this transaction entered into. This disclosure is requir U.S.C. 1352. This information will be a Congress semi-annually and will be a inspection. Any person who fails to fi disclosure shall be subject to a civil p than \$10,000 and not more than \$100, failure.	n was made or ed pursuant to 31 eported to the vailable for public le the required penalty of not less	Title: <u>Vice</u> Pre	sident Special Projects 713-921-1368 01/21/25 Date:	
Federal Use Only			orized for Local Reproduction Idard Form - LLL (Rev. 7-97)	

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

X Company <u>does not</u> have exceptions (If applicable, check here)

Or

Company does have exceptions (If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER

Before me, the undersigned authority, on this day personally appeared ______

who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc. ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

-	Wayne Berkenmeier, Vice President Special Projects
Name	Title
SWORN TO AND SUBSCRIBED BEFORE ME by the sa	id, this day of
January , 20 ²⁵ , 1	to certify which witness my hand and seal of office.
NOTARY PUBLIC in and for Texas State of Printed Name:Diana Dollar 11/10/26 My Commission Expires:	DIANA DOLLAR Notary Public, State of Texas Commission Expires 11-10-2026 Notary ID 80869-2



Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, Iowa 50306-3498 Phone: (800) 678-8171 Fax: (515) 243-3854

BID BOND PUBLIC WORK

Bond No. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc.

(hereinafter called the Principal) as Principal, and the _____ Merchants Bonding Company (Mutual)

(hereinafter called Surety), as Surety, are held and firmly bound to Brazoria County

(hereinafter called the Obligee) in the full and just sum of (<u>5% G.A.B.</u>) <u>Five Percent of Greatest Amount Bid</u> Dollars good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this ______18th day of ______ December ______, 2024

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

RFP #25-23, Generators for the Sheriff's Office

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the <u>Merchants Bonding Company (Mutual)</u>, as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:	McDonald Municipal & Industrial, a Division of C.F. McDonald Electric, Inc.
	Principal By Wayne Berkenmeier Vice President Special Projects
Attest:	Merchants Bonding Company (Mutual)
Ime	ByBy



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Tyler Smith; Chris Kolkhorst; Denise Raker; James R Reid; Michael Maddux; Ryan K Moss; Sandra Villegas; Stacie Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

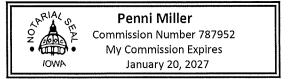
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

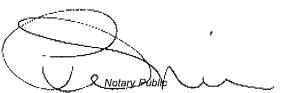
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024



STATE OF IOWA COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of December , 2024 .





MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 Phone: (800) 678-8171 • FAX: (515) 243-3854

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual) Call: Compliance Officer at (800) 671-8171 Toll-free: (800) 671-8171 Email: regulatory@merchantsbonding.com Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information you may also contact your agent:

Higginbotham Insurance Agency Inc Call: (713) 952-9990 Mail: 11700 Katy Freeway Ste 1100, Houston, TX 77079

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar. Para obtener información o para presentar una queja ante su compañía de seguros o HMO: Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: <u>Consumer Protection, MC: CO-CP, Texas Department of</u> Insurance, PO Box 12030, Austin, TX 78711-2030

Ą	CORD	CI	ER	ΓIF	ICATE OF LIAI	BILI	TY INSU	JRANC	E		MM/DD/YYYY) (18/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
lf	SUBROGATION IS W	AIVED, subject	to th	ie ter	ITIONAL INSURED, the p ms and conditions of th ficate holder in lieu of su	e polic ich end	y, certain po lorsement(s)	olicies may r			
	oucer ginbotham Insurance	Agency Inc				CONTA NAME:	^{CT} Ashley Enr		FAX		
Higginbotham Insurance Agency, Inc. PHONE FAX 11700 Katy Freeway, Suite 1100 Intervention Intervention Houston TX 77079 Address; aenrique@higginbotham.net						7-6981					
								URER(S) AFFOR			NAIC # 13021
INSU					CFMCD				isualty Company Of Ame	rica	25674
Mcl a D	Donald Municipal & li iv. of C.F. McDonald	ndustrial, Electric Inc						utual Insuran			22945
504	4 Timber Creek Dr.					INSURE	RD:Westche	ster Surplus	Lines Ins Co		10172
Ηοι	uston TX 77017-595							Casualty Cor	mpany		42374
<u> </u>	/ERAGES	CER	TIFIC		NUMBER: 1304078052	INSURE	R F :		REVISION NUMBER:		
TĚ	IS IS TO CERTIFY THA	T THE POLICIES	OF I	NSUF	ANCE LISTED BELOW HAV			THE INSURE	D NAMED ABOVE FOR 1		
CE	ERTIFICATE MAY BE IS	SUED OR MAY	PERT	AIN, [•]	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY	THE POLICIE	S DESCRIBED			
INSR LTR	TYPE OF INSUF	RANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
A	X COMMERCIAL GENER	AL LIABILITY X OCCUR			85318281		4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000 \$1,000	
	X PD Ded- \$1,000								MED EXP (Any one person)	\$ 5,000)
	X Contractual Liab								PERSONAL & ADV INJURY	\$ 1,000	
	GEN'L AGGREGATE LIMIT A POLICY X PRO- JECT								GENERAL AGGREGATE	\$ 2,000	
	OTHER:	LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000
А	AUTOMOBILE LIABILITY				85318281		4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	0,000
	X ANY AUTO OWNED	SCHEDULED							BODILY INJURY (Per person) BODILY INJURY (Per accident	\$	
	AUTOS ONLY	AUTOS NON-OWNED			· .				PROPERTY DAMAGE (Per accident)) \$ \$	
	AUTOS ONLY	AUTOS ONLY							(Per accident)	\$	
В	X UMBRELLA LIAB	X OCCUR			CUP2T41569324NF		4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 10,00	00,000
	EXCESS LIAB	CLAIMS-MADE							AGGREGATE	\$ 10,00	00,000
	DED X RETENTION	<u>2N\$10,000</u>							PROD-COMP APS AGG	\$ 10,00	00,000
С	AND EMPLOYERS' LIABILITY	Y Y/N			0001303563		4/1/2024	4/1/2025	X PER OTH- STATUTE ER	\$ 1,000	000
	ANYPROPRIETOR/PARTNER OFFICER/MEMBEREXCLUDE (Mandatory In NH)		N / A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE		
	If yes, describe under DESCRIPTION OF OPERATION	ONS below							E.L. DISEASE - POLICY LIMIT		
A D E	L/R Equipment / Instal. Floate Pollution Liability Professional Liability	ər			46308377 G27577313010 HCC2469262		4/1/2024 4/1/2024 4/1/2024	4/1/2025 4/1/2025 4/1/2025	*See Below *See Below *See Below		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverages: Crime Policy Number: 105917903: Policy Term: 4/01/2024-04/01/2025 Single Loss Limit - \$750,000; \$5,000 Single Loss Retention Installation Floater Policy Number: 46308377: \$3,000,000 All Job Sites; \$5,000 Deductible Leased/Rented Equipment Policy Number: 46308377: \$200,000 Per Item Limit; \$1,000 Deductible Pollution Liability Policy Number: G27577313010: \$10,000,000 Each Pollution Condition; \$5,000 Deductible Professional Liability Policy Number: HCC2469262: \$1,000,000 Each Claim; \$1,000,000 Total of All Claims; \$15,000 Deductible Per Claim											
See Attached											
CEI	RTIFICATE HOLDER					CAN	CELLATION				
	Brazoria County 451 N. Velasco Street, Suite 100 Angleton TX 77515										
	l					12	met to	5			
L	. <u></u> 1					I	© 19	988-2015 AC	ORD CORPORATION.	All rig	hts reserved.

AGENCY CUSTOMER ID: CFMCD

LOC #: _____

ACORD

1 1

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED McDonald Municipal & Industrial,
POLICY NUMBER	a Div. of C.F. McDonald Electric, Inc. 5044 Timber Creek Dr. Houston TX 77017-595
CARRIER NAIC CODE	
	EFFECTIVE DATE:
ADDITIONAL REMARKS	
FORM NUMBER:FORM TITLE: CERTIFICATE OF LIABILIT	TINSURANCE
The General Liability policy includes a blanket additional insured endorsement written insured contract between the insured and certificate holder that require	nt that provides additional insured status to the certificate holder only when there is a res such status.
nsured and the certificate holder that requires it.	ement that provides this feature only when there is a written contract between the
The General Liability policy includes a primary and non-contributory provision hat requires such provision.	n only when there is a written contract between the insured and the certificate holder
contract between the named insured and the certificate holder that requires i	
The General Liability policy includes a blanket additional insured endorsemene additional insured status to the certificate holder only when there is a written status.	nt, which includes Completed Operations and Ongoing Operations, that provides insured contract between the insured and certificate holder that requires such
The General Liability policy includes Contractual Liability.	
The Commercial Automobile policy includes a blanket additional insured end here is a written insured contract between the insured and certificate holder	orsement that provides additional insured status to the certificate holder only when that requires such status.
The Commercial Automobile policy includes a blanket waiver of subrogation he insured and the certificate holder that requires it.	endorsement that provides this feature only when there is a written contract between
The Commercial Automobile policy includes a primary and non-contributory pertificate holder that requires such provision.	provision only when there is a written contract between the insured and the
The Commercial Automobile policy includes a blanket endorsement providing written contract between the named insured and the certificate holder that re	g 30 days' notice of cancellation that provides this feature only when there is a quires it, except 10 days of nonpayment of premium.
The Umbrella Liability policy is follow form on the General Liability, Automobility	
contract between the named insured and the certificate holder that requires i	
The Workers Compensation policy includes a blanket waiver of subrogation the insured and the certificate holder that requires it.	endorsement that provides this feature only when there is a written contract between
The Workers Compensation policy includes a blanket endorsement providing written contract between the named insured and the certificate holder that re	g 30 days' notice of cancellation that provides this feature only when there is a quires it, except 10 days of nonpayment of premium.
The Workers Compensation policy includes a United States Longshore and	Harbor Workers' Compensation Act Coverage Endorsement.
The Workers Compensation policy includes a Texas Maritime Coverage End	lorsement.
The Contractors Pollution Liability policy includes a blanket additional insure when there is a written insured contract between the insured and certificate l	d endorsement that provides additional insured status to the certificate holder only holder that requires such status.
The Contractors Pollution Liability policy includes a blanket additional insure written contract between the insured and the certificate holder that requires s	d endorsement, which shall be primary and non-contributory only when there is a such provision.
	d endorsement, which includes Products- Completed Operations Hazard that a written insured contract between the insured and certificate holder that requires
The Contractors Pollution policy includes a includes a blanket waiver of subr between the insured and the certificate holder that requires it.	rogation endorsement that provides this feature only when there is a written contract
RE: RFP #25-23, Generators for the Sheriff's Office	

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176,006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity. McDonald Municipal and Industrial - A Division of C. F. McDona	ld Electric, Inc.
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
None	
Name of Officer	
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment	h additional pages to this Form
B. Is the vendor receiving or likely to receive taxable income, other than investmen of the local government officer or a family member of the officer AND the taxable local governmental entity?	income is not received from the
5 Describe each employment or business relationship that the vendor named in Section 1 is other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	naintains with a corporation or officer or director, or holds an
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	r of the officer one or more gifts .003(a-1).
7 01/2	1/25
Signature of vendor doing business with the governmental entity Wayne Berkenmeter	Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015



Contractor Acknowledgement of Stormwater Management Program

I hereby acknowledge that I am aware of the Stormwater Management Program and standard operating procedures developed by Brazoria County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Brazoria County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

- 1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
- 2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
- 3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
- 4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
- 5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
- 6. Sanitary waste, trash, debris, or other waste products
- 7. Wastewater from wet saw machinery,
- 8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Brazoria County immediately of any issue caused by or identified by that is believed to be an immediate threat to human health or the environment.

(Company/Contractor) McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

01/21/25

Contractor Signature Wayne Berkenmeier Date

Printed Name Vice President Special Projects

Title

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

Respondent acknowledges having read and understood the following law, effective January 1, 2020

SIGNATURE "must be authorized to execute on behalf of company" Wayne Berkenmeier 01/21/25

DATE

Vice President Special Projects

Typewritten or Printed Name

body; or

Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental

(2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section <u>552.301(b)</u> to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section <u>552.301(d)</u> is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section <u>552.301(e)</u> is considered timely if submitted to the attorney general not later than the
 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section <u>552.301(e-1)</u> is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section <u>552.302</u> does not apply to information described by Subsection (b) if the governmental body:

RFP #25-23 Generators for the Sheriff's Office

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and
 (3) if applicable and notwithstanding the deadlines prescribed by Sections <u>552.301(b)</u>, (d), (e), and (e-1), complies with the

requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section <u>552.301</u> regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section <u>552.371</u> must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section <u>552.374</u>(c) applies, a bid for a contract described by Section <u>552.371</u> and the contract must include the following statement: "The requirements of Subchapter J, Chapter <u>552</u>, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section <u>552.371</u> or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section <u>552.371</u> shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section <u>552.374</u>(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section <u>552.371</u> if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

Wayne Berkenmeier

PRINTED NAME

Vice President Special Projects

TITLE

01/21/25

DATE

AUTHORIZED NEGOTIATOR

If your company is selected to enter into negotiations with the County, please list the name and contact information for the individual or individuals that will be negotiating a possible contract on behalf of your company.

Name:	Wayne Berkenmeier
Title:	Vice President Special Projects
Email Addı	ress:WayneB@mcdonaldinc.com
Phone Nurr	nber: 713-921-1368
Name:	
Title:	
Email Add	ress:
Phone Num	ıber:

RESIDENT / NONRESIDENT BIDDER PROVISIONS

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principle place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (\checkmark) one of the following:

Zip Code

I certify that my company is a **Resident Proposer**.

I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principle place of business is located):

Company Name		
Address		
City	 	
State	 	

A. Does your resident state require a proposer whose principle place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

Yes No

B. What is the prescribed amount of percentage? \$______ or _____%

BRAZORIA COUNTY VENDOR DATA SHEET

X New Vendor ☐ Business Name Change McDonald Municipal and Industr	Address Change Tax Info Change (W-9									
Wavne Berkenmeier 01/21/25										
COMPLETED BY: DATE FORM COMPLETED:										
SAM.GOV: VENDOR D & B DUNS NUMBER: CAGE CODE: OHRF6										
Is vendor incorporated? X Yes No; If incorporated: How inco	prporated:Where incor	Texas								
	Has Name Changed in past two (2) years?									
FORMER NAME:										
5044 Timber Creek	Houston	TX 77017								
PHYSICAL STREET ADDRESS (Cannot be P.O. Box) Diane Dollar	CITY Secretary/Treasurer	STATE/ZIP 713-921-1368								
PRIMARY PERSON AUTHORIZED TO EXECUTE A	TITLE	() TELEPHONE #								
FINANCIAL/BANKING AGREEMENT	diane@mcdonaldinc.com									
SIGNATURE OF ABOVE INDEVIDUAL	EMAIL ADDRESS									
		()								
SECONDARY PERSON AUTHORIZED TO EXECUTE A FINANCIAL/BANKING AGREEMENT	TITLE	TELEPHONE #								
SIGNATURE OF ABOVE INDIVIDUAL	EMAIL ADDRESS									
www.mcdonaldinc.com										
WEBSITE ADDRESS										
REMITTANCE INFORMATION REMIT TO N	IAME (If different from above)									
5044 Timber Creek	Houston	TX 77017								
REMIT TO ADDRESS	CITY	STATE / ZIP								
Diane Dollar Secretary/Treasurer	713-921-1368	713-921-5109								
CONTACT PERSON/TITLE	TELEPHONE #	FACSIMILE #								
diane@mcdonaldinc.com 	Is this the only remit address you have? If no, please provide information:	XYes No								

PLEASE COMPLETE THE W-9 FORM & RETURN IT WITH THE VENDOR DATA SHEET (NOTE: 1099 FORMS WILL BE SENT TO THE ADDRESS ON THE W-9)

P:/dept_share/Vendor_Information/Vendor Data Sheet



February 18, 2025

Brazoria County

Ref: Brazoria County RFP#25-23 (Generators for the Sheriff's Office)

To Whom it May Concern:

Please let this letter serve as an introduction to McDonald Municipal and Industrial – A Division of C. F. McDonald Electric, Inc. We are a contractor and electrical supply vendor located in Houston, Texas and have been in business for 66 years. We currently have approximately 155 electricians, 10 estimators, 15 project managers, and 2 professional electrical engineers on staff. We have furnished and installed approximately 1000 generators ranging in size from 20KW to 2750KW on many different projects all over the State of Texas and we acted as the prime contractor on all projects. We have installed generators for **Brazoria County**, TDCJ, City of Pearland, City of Friendswood, The City of Galveston, Galveston County, Harris County, City of Pflugerville, and hundreds more. We complete an average of \$20M in contacts per year that are "design build". We complete an average of \$75M in contracts nclude the installation of emergency generators.

If the project is awarded to our firm the design of the new system will be provided by one of our two Electrical Engineers that are on staff and the project will comply with all National Electrical Code requirements.

The following work is included in our proposal:

- 1. The installation of (3) 500KW natural gas generators in parallel with Preventative Maintenance for 1 year.
- 2. The installation of a 4000A SE rated bypass isolation ATS (includes main breaker for disconnecting means and overcurrent protection).
- 3. The installation of a 4000A DUAL PURPOSE Docking Station.
- 4. All conduit, wire, misc. materials, supervision, and design for a "turnkey" installation.
- 5. Natural 200' of gas piping.
- 6. Removal and haul off the existing generators.
- 7. Installation of new concrete generator pads poured on top of the existing paving.
- Notes: 1. MM&I will provide a comprehensive 1-year warranty for all work on the project. The generators and the ATS will be provided with a 2-year warranty from the date of "start-up" by the manufacturer.
 - 2. We did not include any work in this proposal that is not listed above. If there is any work not listed it is likely not included but I did include everything that I understand is required for this project.

After reviewing our proposal and our qualifications/experience we hope that you find our offer to be the best value for the County. Please contact me anytime at 713-202-4887 or WayneB@McDonaldinc.com if you have any questions or if you need any additional information. I look forward to hearing from you soon.

Sincerely,

Wayne Berkenmeier

Wayne Berkenmeier Vice President Special Projects

27980	27835	27806	27689	27505	27450	27448	27388	27377	27303	27302	27235	26975	26865	26779	26589	26199	26198	26196	26050	26046	26043	25584	26049	27992	27506	27150	24366	18144	Job #	JOBS
City Of Alice	Terranova West MUD	Harris County MUD 171	Barker Cypress	Grand Mission MUD 1	METRO	City Of College Station	City Of Granite Shoals	Port Of Freeport	Langham Creek Utility District	Timber Lake ID	City Of Fort Worth	City Of Harker Heights	Grand Mission MUD 1	Travis County WCID 10	Reid Road MUD	Pecan Grove MUD	City Of Carrollton	River Plantation MUD	Port Of Houston	Pecan Grove MUD	Fort Bend MUD 133	Nottingham MUD	Summit Rock Austin	AT&T Jefferson Toll	FAA IAH	NASA ALOF	NASA Building 31X	NASA Bldg 48	Project	JOBS IN PROGRESS 02/01/25
Well #2 Electrical	Water Plant #1 Improvements and MCC Replacement	Lift Station 2 Improvements	District SCADA System	Lift Station #1 Rehab & Generator Addition	Rehab Of Electrical Generator and ATS	Wells 1-3 Motor Control Center Replacement	ARP Grant Emergency Generators	Fiber Optic Expension	District SCADA System	Water Plant 1 MCC Replacement	Emergency Standby Generators	New Emergency Generators & Turbo Blowers	Construction Of Lift Stations 1 & 3 Improvements	Emergency Standby Generators	MCC Replacement At Water Plant 1	WWTP Electrical Imp and Natural Gas Generator	Standby Generators For Pump Stations	Water Plant 2 Electrical Upgrades	Redundant Power Wharves 4, 5, 6	South Pump Station Generator Replacement	Wastewater Treatment Plant Generator	Wastewater Treatment Plant Motor Control Center	Two Level Golf Course Clubhouse	7th Floor Modifications	Fire Alarm System	JSC Aviation Logistics and Operations Facility	ARES Annex	New Motor Control Centers, Generators and Switchgear	Description	
\$1,199,469.00	\$895,969.00	\$1,198,469.00	\$849,119.00	\$518,269.00	\$992,169.00	\$1,336,719.00	\$1,079,469.00	\$363,469.00	\$784,469.00	\$754,269.00	\$19,373,469.00	\$1,798,225.00	\$1,035,169.00	\$778,469.00	\$908,899.00	\$813,369.00	\$961,523.00	\$551,469.00	\$7,404,810.00	\$921,969.00	\$817,293.00	\$2,282,496.00	\$1,574,609.00	\$3,173,166.00	\$3,698,936.00	\$3,490,000.00	\$2,802,286.00	\$9,873,526.00	Contract \$	
10%	30%	65%	40%	30%	35%	50%	20%	70%	20%	85%	40%	75%	50%	95%	95%	80%	80%	95%	%06	85%	%06	%06	95%	95%	55%	10%	80%	95%	% Complete	
7/25	8/25	5/25	4/25	5/25	5/25	10/26	10/25	3/25	5/25	4/25	2/27	4/25	4/25	3/25	3/25	3/25	4/25	3/25	4/25	4/25	3/25	4/25	3/25	4/25	12/25	12/25	4/25	5/25	End Date	
Roel Campos	Daniel Ramus	John Anderson	Darren Ridge	Darren Ridge	Rumi Mustaque	Ramiro Martinez	Luis Tonche	Jesse Alatorre	Ken Grafton	Gerald Geham	David Townsend	Bob Thornholf	Durran Ridge	James McDermott	Jose Sagreva	Jennifer Elms	Andrew Mata	Taylor Reed	Josh Keller	Jennifer Elms	William Saour	Vernon Webb	David ten Brink	Monica Mata	David Reading	Lance Nowicki	Lance Nowicki	Alice Miller	Owner/Rep	
956-793-3445	951-570-8016	713-488-8278	979-239-7190	979-239-7140	713-615-6217	979-764-6349	512-684-3150	713-940-3300	713-353-7322	712-942-2700	817-988-5702	512-328-6736	979-239-2190	267-808-8891	713-462-3242	281-306-0240	214-361-7900	832-374-4677	281-330-3364	713-376-2141	713-266-9930	832-473-2162	832-373-0764	281-960-4652	720-541-1400	504-616-8181	504-616-8181	281-483-3866	Phone #	
													•								\uparrow	•								

GENERATOR INSTAILS

_		\$920,560.00			
	t		Stallworth Field House	Goose Creek ISD	27126
Richard Peoples	0 9/24	\$1,264,000.00	Electrical Build Out	Salvation Army	26947
Tom Gadbury) 8/24	\$698,484.00	HVAC Renovations	Pasadena ISD	25891
Gary Goesler	0 6/23	\$1,591,529.00	Water Plant 1 Improvements	West Lake MUD #1	23901
2 Rusty Minchew	10/22	\$507,399.00	Electrical Buildout	MLN Warehouse	23597
Maurice Mullaly) 3/24	\$496,169.00	Emergency Generators At Lift Stations 7, 11, 12 and 16	Harris County MUD 165	26535
Mark Cervantes	7/24	\$311,269.00	Generator Replacement At WWTP	Spencer Road PUD	26524
Gerardo Carmona) 7/24	\$664,469.00	1250KW Standby Generator for WWTP Belt Press	City Of Edinburg	26396
Matt Kelley	0 5/24	\$1,354,349.00	Emergency Power Generators 3 Lift Stations	Harris County MUD 89	26297
Ken Grafton	0 4/24	\$500,199.00	Lift Station 3 Improvements	Bridgestone MUD	26254
Les Dodson	6/24	\$381,119.00	Platforms & Emergency Quick Connects Lift Stations	Galveston County WCID 12	26173
Hector Pena	6/24	\$593,069.00	Generator Replacements Water Wells 1, 2, and LS 1, 3, 4	Fort Bend MUD 25	25912
George Luke	0 6/24	\$1,597,100.00	Waater Distribution System Generators	City Of Round Rock	25384
Brent Fields	3/24	\$528,409.00	Water Plant No. 2 Generator Replacement	Horsepen Bayou MUD	25379
Eric Belaj) 4/24	\$392,469.00	Water Plant Emergency Power Project	City Of Burnett	25138
Anna Aldridge	4/22	\$350,469.00	Generator Improvements	Goliad County	23143
Mazher Hagizadah		\$1,164,469.00	Lake Pump Station Standby Generator	City Of Pflugerville	23078
Marcos Garcia	3/22	\$432,469.00	Odor Control For Hewitt and Tuscan Lift Stations	City Of League City	23047
John Blackmon	-	\$418,981.00	Electrical For New Building	Clay Services	23030
David Payne	0 8/22	\$1,701,305.00	Chiller Replacement	Quanta	23024
Monica Mata	8/22	\$608,534.00	Switchgear Maintenance	AT&T Parkwest	22739
Jimmy Flowers		\$850,114.00	CDBG-DR Generator Installations	City Of Alvin	22700
John Mercer		\$954,469.00	Critical Facilities Generators and Quick Connects	Matagorda County	26634
Jolie Craft	8/24	\$602,463.00	Generator Addidtional At Water Plant 2	Mission Bend MUD 1	26614
		\$614,369.00	ARPA Lift Station Improvements	City Of Sealy	26511
Piero Battistini		\$1,882,469.00	Lifet Station Mitigation package 2 Harvey LS Repairs	City Of Friendswood	26304
Ken Grafton		\$768,369.00	Construction Of Remote Watr Well No. 2 Generator	First Colony MUD 9	26303
Gary Goesler		\$572,369.00	Remote Well Emergency Generator Addition	Fort Bend MUD 34	26279
Mark Cervantes		\$1,052,469.00	Generators To Serve Water Plants and Lift Stations	Timber Lane Utility District	25960
. Rene Hurtado		\$1,564,469.00	Lift Stations 1, 2, 3, 4, 5 and 6 Rehab	Remington MUD 1	25914
Piervo Baltishni	0 9/24	\$2,196,369.00	Lift Station Mitigation package 2 Harvey LS Repaiars	City Of Friendswood	25898
Mazher H		\$7,951,173.00	Surface Water Treatment planat Standby Generator	City Of Pflugerville	23667
John Nguyen		\$1,032,859.00	New build out	Retina Consultants Woodlands	27225
Scott Brooks		\$722,073.00	Elevated Water Tank Project	NASA	26237
Monica Mata		\$1,618,223.00	Switchgear Maintenance	AT&T Jefferson Toll	25741
Amanda Aubry		\$843,058.00	Cummins Genset Generator	NASA Bldg 31	25388
Scott Brooks	2/22	\$1,498,019.00	Emergency Operations Center	NASA Johnson Space Center	22321
Cerek Graffagnino	8/22	\$733,257.00	Emergency Generator Installation	City Of West Orange	22315
Allen Woelke	0 1/22	\$1,544,469.00	Main Street Pump Station Electrical Improvements	City Of Bryan	22020
Sean Mickler	0 6/24	\$1,223,440.00	Core and Shell Electrical	Spring MOB	26616
Chris White	7/24	\$673,874.00	New build out	Isurge Of Spring	25954
Monica Mata	0 6/24	\$1,062,501.00		-	24238
te Owner/Rep	End Dat	Contract \$	Description	Project	Job #
				leted Projects - 02/01/25	Past Comp
		End Date 6/24 6/24 7/24 6/24 1/22 1/22 1/22 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 9/24 12/24 9/24 12/24 9/24 12/24 9/24 12/24 9/24 12/24 9/24 12/24 9/24 10/22 8/22 8/22 8/22 10/22 8/22 10/22 8/22 10/22 8/22 10/22 8/22 10/22 10/22 10/22	End Date 0 $6/24$ 0 $6/24$ 0 $7/24$ 0 $1/22$ 0 $1/22$ 0 $1/22$ 0 $1/22$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 0 $9/24$ 10/22 $8/22$ 10/22 $8/24$ 10/22 $8/22$ 3/24 $10/22$ 3/22 $8/22$ 3/24 $3/24$ 3/24 $3/24$ 3/24 $3/24$ 3/24 $3/24$ 6/24 $3/24$ 7/24 $7/24$	Description Contract \$ End Date Imposition \$1,062,501,00 $6/24$ Strong Station Electrical Improvements $51,223,440,00$ $7/24$ regenerator $51,223,440,000$ $1/22$ regenerator $51,223,400,00$ $1/22$ regenerator $51,223,400,00$ $1/22$ regenerator $51,32,57,00$ $8/22$ regenerator $51,173,000$ $1/22$ regenerator $51,173,000$ $1/22$ regenerator $51,152,469,000$ $1/22$ regenerator $51,152,469,000$ $1/22$ regenerator $51,152,469,000$ $1/22$ interance $51,523,69,000$ $9/24$ interance $51,523,69,000$ $9/24$ interance $51,701,305,00$ $8/22$ regenerator	Description Contract \$ End Date A/C Reno 51,062,501,00 6/24 New build out \$1,062,501,00 6/24 Core and Shell Electrical \$1,062,501,00 6/24 Main Street Pump Station Electrical Improvements \$1,323,400,00 6/24 Emergency Operations Center \$1,332,57,00 8/22 6 Cummine Generator \$1,323,400,00 1/22 6 Switchager Maintenance \$1,323,400,00 1/22 6 Elevated Water Generator \$1,323,57,00 8/22 6 Switchager Maintenance \$1,323,400,00 1/25 6 Elevated Water Treatment planat Standby Generator \$1,323,400,00 1/24 Uit Station Mitigation package 2 Harvey LS Repairs \$1,564,459,00 1/124 Generator To Serve Water Plants and Lift Stations \$1,564,459,00 9/24 Uit Station Mitigation package 2 Harvey LS Repairs \$1,582,469,00 9/24 Generator Additional A Water Plant 2 \$502,459,00 9/24 9/24 Generator Additional A Water Plant 2 \$502,459,00 9/24 9/

Generator Installs



REFERENCES

- Chelford City MUD Generator Addition. Contract Amount: \$2,3M. Scope: We installed a 2000KW generator, new 3000A electrical service, and new electrical distribution throughout a WWTP site in Harris County Texas to provide emergency power to the facility. Contact Person: Taylor Reed at Van De Wiele & Vogler Inc. (713) 782-0042 or TReed@vs-eng.com
- 2. Fort Bend Levee Improvement District 2.

Contract Amount: \$2.1M

We constructed a new building to house a new electrical distribution system and a new 450KW natural gas generator and a new 450KW diesel generator for redundant feeds to a Storm Water Pumping Station. This project was one of my favorites as it included concrete, masonry, steel, roofing, concrete, utilities, paint, drywall, HVAC, plumbing, etc. for the "turn key" construction of the facility which allowed us to illustrate our "turn key" construction capabilities. Our work on this project and our work on other projects can be seen at the following link so please click below to see:

https://www.mcdonaldinc.com/mcdonald-municipal-industrial.html Contact Person: Eric Burrer at Burrer Engineering (281) 841-9405 or eric@burrereng.com

- Bay City Harvey Recovery Generators at the City of Bay City Contract Amount: \$1.35M We installed (4) generators at (4) separate sites in the City of Bay City. Our work included new electrical distribution equipment, concrete pads, and site work for a "turnkey" installation. Contact Person: Wade Parks at Garver. 832-335-8299 or wpparks@garverusa.com
- 4. City of Pearland Recreation Center & Natatorium Generator and Improvements Contract Amount: \$1.26M We installed a new 750KW natural gas generator at a large building for the City of Pearland to provide housing for the community in time of a natural disaster. Our work included a new concrete pad, new electrical distribution equipment, and several interior improvements to the HVAC system, ceiling improvements, and partition walls. Contact Person: Jameson Appel at the City of Pearland 281-652-1757.1 jappel@pearlandtx.gov
- Pintail Pump Station Auxiliary Power & Upgrades Contract Amount: \$1,06M We installed new site utilities, driveway, generator pad, a 1000KW generator, and modifications to an existing EATON switch. Contact Person: Dale Crown, P.E. at the Town of Flower Mound 972-874-6302 or

In addition to the references above I would encourage you to check our capabilities by talking to any of the people below as we have installed hundreds of generators in water and wastewater facilities for them at many different facilities in and around the Gulf Coast:

Eric Burrer. Burrer Engineering 281-841-9405

Guy Humphrey: Costello Engineering 713-783-7788

Andres Aranzales: Van De Weile & Vogler Inc. 713-782-0042

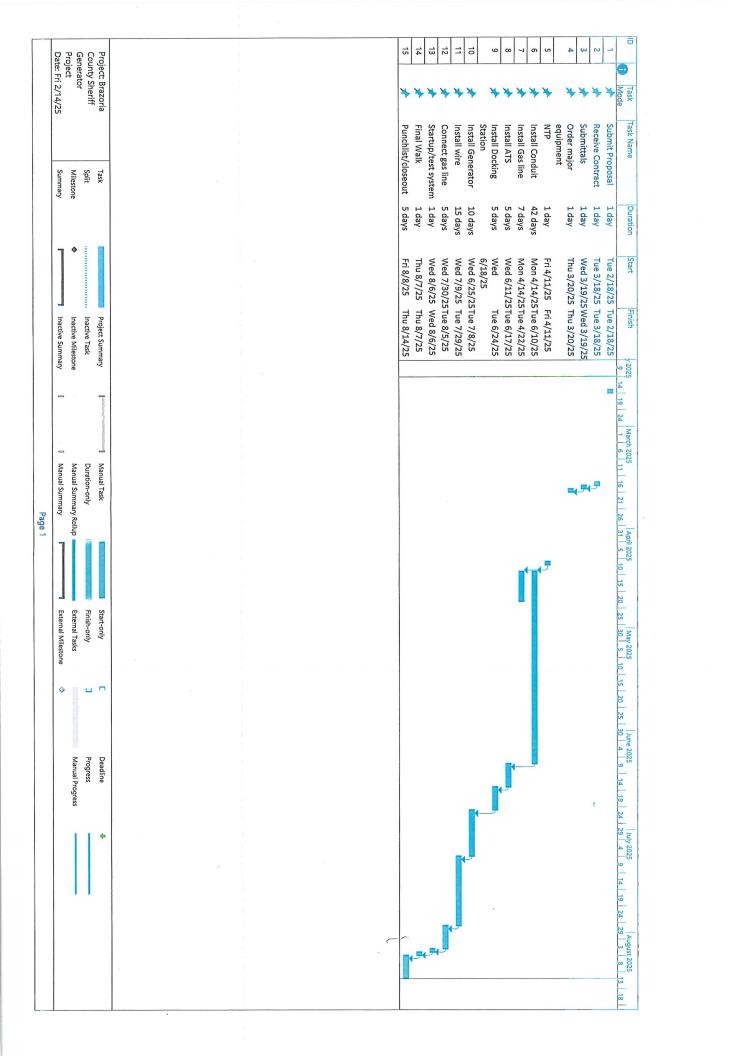
Shane Mecke: Baird Gilroy & Dixon Electrical Engineers: 281-529-5005

Thank you for your time and consideration. We look forward to working with you in the future.

Sincerely,

McDonald Municipal and Industrial

Wayne Berkenmeier Vice President Special Projects



BRAZORIA COUNTY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

I, <u>MCDONALHUNG</u> (print or type name), as an employee and/or subcontractor of <u>MCDONALHUNG</u> providing service for Brazoria County, agree not to disclose to any non-essential third party, individual, or business entity including individuals in or outside of , who have not been fully vetted by the Brazoria County

Human Resources Department nor have signed a nondisclosure agreement in connection with the provided services.

Further, I understand that information and/or data, including any photographs, or notes related to Brazoria County, I may be aware of, or possess is considered sensitive and a security interest to Brazoria County. I agree not to appropriate such information and/or data for personal use, nor release or discuss such information and/or data with third parties unless I am specifically authorized in writing to do so by Brazoria County.

This agreement shall continue for a term of five (5) years from the date I last accessed said information and/or data. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive or source selection information to any individual or business entity unless that individual or business entity is authorized by Brazoria County to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal penalties under Texas law.

Signed Agreements: The Contractor and any subcontractors further agree to sign an Agreement to this effect. The Contractor further agrees to sign an Agreement to this effect with other private or public entities providing sensitive data for performance under this proposal.

(Signature of Contractor Employee)

ractor Employee) Wayne Berkenmeier

Vice President Special Projects

(Printed Name)

Date

(Title)

(Telephone Number)

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

^X Company <u>does not</u> have exceptions (*If applicable, check here*)

Or

Company does have exceptions (If applicable, check here and list exceptions here for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)

VENDOR TO INSERT EXCEPTIONS HERE

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. The following questions have been submitted for clarification:
 - 2.1 Vendor Question: "What voltage do you need for the generators?"

Brazoria County Answer: Generators need to be 480V.

2.2 Vendor Question: "What phase do you need for the generators?"

Brazoria County Answer: Generators need to be 3phase.

2.3 Vendor Question: "Do you need a NEMA 3 ATS?

Brazoria County Answer: The ATS will be installed inside, therefore NEMA 1 will be sufficient.

2.4 Vendor Question: "Do you need the ATS to be service entrance rated?"

Brazoria County Answer: Yes, the ATS will need to be service entrance rated

2.5 Vendor Question: "What height do you want the generator pads to be?"

Brazoria County Answers: Generator pads will be four (4) inches.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or <u>bidclarifications@brazoriacountytx.gov</u>.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY	
713-921-1368	713-921-5109
TELEPHONE NUMBER	FACSIMILE NUMBER Wayne Berkenmeier, Vice President Special Projects
SIGNATURE	NAME AND TITLE PRINTED
*Addendum approved by:	10/10/2020 1
Singden	12/12/2024
Susan P. Serrano, CPPO, CPPB County Purchasing Director	Date

RFP# 25-23 Addendum No.1

Page 1 of 2

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. The following questions have been submitted for clarification:

2.1 Vendor Question: "Could you kindly confirm if these specifications will be included in a subsequent addendum or if they are available in another section of the documentation? If they are not yet provided, I would appreciate any guidance on the expected design or performance standards for these components.

- Three 500KW generators
- 4000A Bypass Isolated Automatic Transfer Switch
- 4000A Dual-Purpose Docking Station

Brazoria County Answer: As this is a competitive sealed proposal, we left the specifications vague as to not limit to a certain brand or specification. There is a scheduled Pre-bid / Site Visit for this project on January 7, 2025, vendors are encouraged to attend. Additional information for the Pre-bid can be found in the solicitation documents.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY	
713-921-1368	713-921-5109
TELEPHONE NUMBER	FACSIMILE NUMBER Wayne Berkenmeier, Vice President Special Projects
SIGNATURE	NAME AND TITLE PRINTED
*Addendum approved by:	12/13/2024
Susan P. Serrano, CPPO, CPPB County Purchasing Director	Date

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. Brazoria County is submitting the following clarifications.
 - 2.1 A non-mandatory pre-offer meeting was held on Tuesday, January 7, 2025, at the Brazoria County Sheriff's Office. The following companies were in attendance.

AGS McDonald Municipal and Industrial Texas Municipal Jerdon LP ARCCO Power Systems GenSolutions

In addition, the Pre-Bid sign in sheet is posted in the project in Bonfire and labeled as 25-23 Pre-Offer Sign In Sheet.

2.2 There will be an additional non-mandatory site visit offered on Wednesday, January 15, 2025, at 10am at the Sheriff's Office Administration Building located at 3602 County Rd. 45 Angleton, Texas.

Vendors are to submit their Non-Disclosure Agreement (NDA) by Friday, January 10, 2025. Please send an email to bidclarifications@brazoriacountytx.gov and include the full name and email address for the individuals that will be in attendance and attached their signs NDA forms. A clear background check and signed NDA must be received by our department prior to attending the site visit.

2.3 Due to the additional site visit being offered the due date for clarification questions and the due date /opening date have been revised. The new dates are listed below.

Questions are due by Monday, January 20, 2025 by 5pm

Due Date/Opening will be Tuesday, January 28, 2025 at 11am

- 2.4 Due to the requirements of Buy America, Build America (BABAA), vendors are to include Attachment C Buy America, Build America Act (BABAA) Required Self-Certification form which is now posted in Bonfire and labeled as 25-23 Attachment C BABAA Self-Certification Form.
- 3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or <u>bidclarifications@brazoriacountytx.gov</u>. McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY 713-921-1368

TELEPHONE NUMBER

SIGNATURE

*Addendum approved by:

Singler

Susan P. Serrano, CPPO, CPPB County Purchasing Director 713-921-5109

FACSIMILE NUMBER

Wayne Berkenmeier, Vice President Special Projects

NAME AND TITLE PRINTED

01/08/2025 Date

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. Brazoria County is submitting the following clarifications.
 - 2.1 A non-mandatory pre-offer meeting was held on Wednesday, January 15, 2025, at the Brazoria County Sheriff's Office. The following companies were in attendance.

McDonald Municipal and Industrial Texas Municipal GenSolutions Fisk Corp. Energy Systems

In addition, the Second Site Visit sign in sheet is posted in the project in Bonfire and labeled as 25-23 Site Visit Sign In Sheet. No 2

2.2 Due to Brazoria County offices closing to the winter weather event the opening date has been revised. The new date is listed below.

Due Date / Opening will be Tuesday, February 04, 2025.

2.3 Vendor Question: "It appears that conduit will be installed above ground from the new generators to the new ATS. Is this conduit to be EMT, rigid galvanized, rigid aluminum, PVC, Fiberglass, or something else?"

Brazoria County Response: No preference as long as it's within the electrical code.

2.4 Vendor Question: "During the site visit docking stations were mentioned. Addenda #2 references a "dual purpose docking station" There is a significant cost difference between a docking station and a "dual purpose docking station" as the "dual purpose docking" provides a way to connect a portable building as well as a way to connect a load back. Will you specify which type of docking station is required?"

Brazoria County Response: Dual purpose docking station

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY	
713-921-1368	

TELEPHONE NUMBER

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB

County Purchasing Director

SIGNATURE

713-921-5109

FACSIMILE NUMBER Wayne Berkenmeier, Vice President Special Projects

NAME AND TITLE PRINTED

01-20-2025

Date

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. Brazoria County is submitting the following clarifications.
 - 2.1 Vendor Question: "What is required of us regarding the gas line installation to all three generators"

Brazoria County Response: The scope of work for upgrading the existing gas line will include, but not limited to, the following shown below and include all labor, materials, project management, inspection (if applicable) and permits (if required by the County):

- Supply and install a 200 feet 3 inch schedule 40 steel pipe (awarded vendor to field verify length), which will connect to three (3) 500 kw generators. Vendor is to install all required valves, connectors and fittings and perform necessary pressure testing and system certification.
- Operating pressure is 5 PSI.
- Pressure regulators, as required in addition to pipe supports and hangers.
- Awarded vendor will work with the County in determining how the piping will be run as well as how it will be capped off for future use.
- 2.2 Vendor Question: "Will you provide a plumbing riser diagram to illustrate what work you expect from us and what size lines to each generator?"

Brazoria County Response: The Sheriff's Office does not have a diagram available. It is recommended to upgrade the current gas line to three (3) inches.

2.3 Vendor Question: "Where are each gas lines to tie into your existing gas lines?

Brazoria County Response: This will be based off of the recommendations and Specifications from the equipment that is proposed.

2.4 Vendor Question: "We know the total amount of gas that is required to feed the generators, but we have no idea what your existing gas capacity or gas consumption is no its not possible to provide a cost estimate for the plumbing work with a riser diagram and sketch to show us where to tie into your existing gas system. Will you provide both?

Brazoria County Response: The Sheriff's Office does not have an existing gas riser diagram available. According to past natural gas volume history the consumption varies from 532 MMBtu to 1160 MMBtu per month.

2.5 Brazoria County Clarification:

An updated prevailing wage rates, effective January 3, 2025 is now posted in Bonfire labeled as 25-23 Addendum No. 5 Updated Prevailing Wage Rate. Vendors are to disregard the original wage rates included in the RFP.

2.7 The project due date has been extended. The new due date:

TUESDAY, FEBRUARY 18, 2025 AT 11:00 A.M. C.S.T.

A revised Return Label is posted in Bonfire and labeled as Addendum No.5 Revised Return Label. If you are submitting a hard copy response, please use the revised Return Label.

3. All other terms and conditions of the RFP are to remain unchanged.

Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or <u>bidclarifications@brazoriacountytx.gov</u>.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY	
713-921-1368	713-921-5109
	EACCIMUE NUMDED
TELEPHONE NUMBER	FACSIMILE NUMBER
	Wayne Berkenmeier, Vice President Special Projects
SIGNATURE	NAME AND TITLE PRINTED
*Addendum approved by:	
Jacoben	1/31/2025
Susan P. Serrano, CPPO, CPPB	Date
County Purchasing Director	

RFP# 25-23 Generators for the Sheriff's Office

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED RFP PACKAGE.

This Addendum modifies the RFP package as follows:

- 1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.
- 2. Brazoria County is submitting the following clarifications.
 - 2.1 Vendor Question: "Will the gas piping all be mounted to the side of the building like the existing gas line? Will there be any underground gas piping?"

Brazoria County Response: Piping to be ran overhead and supported against wall with new support racks. There should not need to be any underground gas piping.

3. All other terms and conditions of the RFP are to remain unchanged.

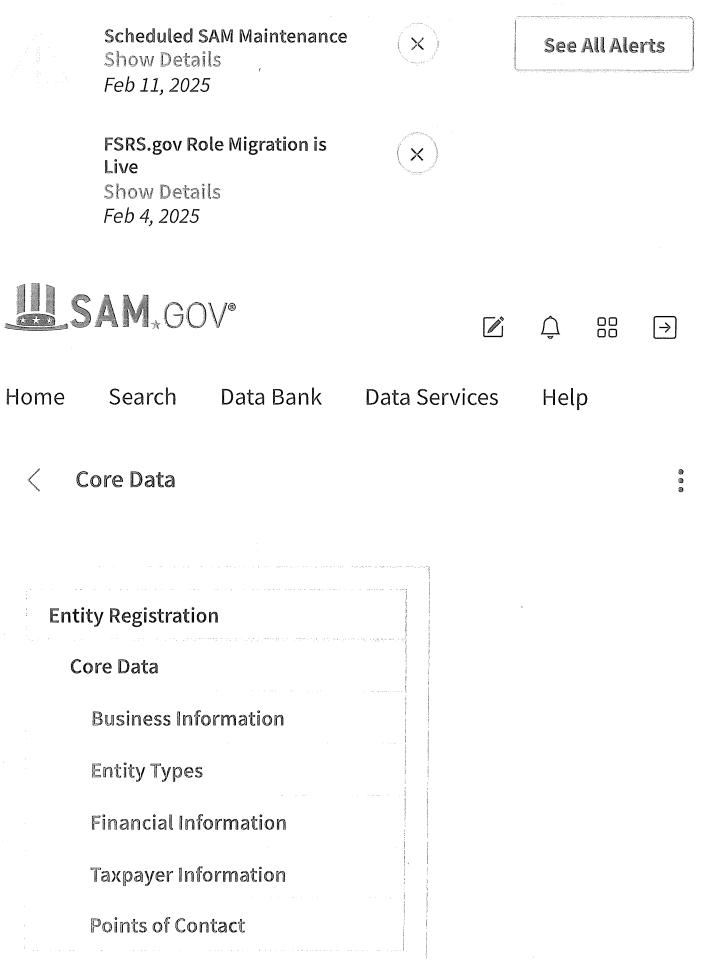
Please refer any questions regarding this RFP to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

McDonald Municipal and Industrial - A Division of C. F. McDonald Electric, Inc.

LEGAL NAME OF CONTRACTING COMPANY	
713-921-1368	713-921-5109
TELEPHONENUMBER	EACSIMILE NUMBER
	Wayne Berkenmeier, Vice President Special Projects
SIGNATURE	NAME AND TITLE PRINTED
*Adpendum approved by:	
Smaller	02/04/2025
Susan P. Serrano, CPPO, CPPB	Date

Susan P. Serrano, CPPO, CPPB County Purchasing Director

An official website of the United States government Here's how you know



Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

Entity Information

MCDONALD C F ELECTRIC INC

Active Registration

Unique Entity ID TKYJJDMT2D49

cage/ncage **0HRF6** Expiration Date

Feb 12, 2026

Physical Address

5044 Timber Creek DR Houston, Texas 77017-5954, United States Mailing Address 5044 Timber Creek Houston, Texas 77017-5954, United States

Purpose of Registration **All Awards**

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL www.mcdonald inc.com	Registrati	
Division Name C F Mcdonald Electric Inc Congressional District Texas 29	Division Number (blank) State/Country of Incorporation Texas, United States	Activation Date Feb 14, 2025 Submission Date Feb 12, 2025	Initial Registration Date Apr 23, 2002
Owner (CAGE Legal Business Name	Entity Dat	tes

	Business Name	Entity Da	tes
Immediate Owner	(blankþlank)	Entity Start Date	Fiscal Year End Close Date
Highest Level Owner	(blankþlank)	May 1, 1956	Jul 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency



Proposed Equipment Submittal

For the Brazoria County Sheriff's Office Generator Addition Project (RFP#25-23)

Vendor: McDonald Municipal & Industrial (a division of C.F. McDonald Electric) 5044 Timber Creek Houston TX 77017 713-921-1368

Table of Contents

- A. (3) 500KW Taylor Power Natural Gas Generators
- B. 4000A SE rated bypass isolation ATS
- C. 4000A Dual Purpose Docking Station

(3) 500KW Taylor Power Natural Gas Generators



Taylor Power Systems 947 Industrial Park Drive Clinton, Mississippi 39056 601-922-4444 www.taylorpower.com

Project Proposal

Brazoria County Sheriff's Office TG500

500kW Natural Gas Generator

www.taylorpower.com



Taylor Power Systems 947 Industrial Park Drive Clinton, Mississippi 39056 601-922-4444 www.taylorpower.com

Contents

Bill of Material

Genset Specification Sheet

Unit Drawing

EPA Certificate

Critical Exhaust Silencer

Vibration Isolation Mounts

Alternator

Voltage Regulator

Block Heater

Controller

Remote Mount Emergency Stop

Battery

Battery Charger

Circuit Breaker

Load Center, Lights & GFI Receptacle

Two (2) Year Standard Warranty



BILL OF MATERIAL

OF

TAYLOR POWER GENERATOR

→ TAYLOR Model TG500 (2 ea.): Engine Driven Generator Set Rated: 500 kW on Natural Gas, EPA Stationary Standby, 277/480 Volt, 3 Phase, 60 Hz

Unit Features:

PSI Engine

- Model 21.9L HO NG or LPV
- Heavy Duty Air Cleaner w/Service Indicator
- 50 C Ambient Radiator
- Electronic Isochronous Governor with 0.5% Frequency Regulation

Stamford Alternator

- Model HCI534E311
- Brushless Rotating Field Generator with Class H Insulation
- 0.5% AVR, 3 Phase Sensing, PMG, Strip Heater
- Tropical Coating
- Circuit Breaker
 - 800 Amp, P- Frame, Square D, 100% Rated, Electronic (LSI), Main Line Circuit Breaker w/electrical operator.

TAYLOR DGC2020HD Control Panel w/On-Board Paralleling

Taylor Power Systems DGC-2020HD digital genset controller provides integrated enginegenset control, protection, and metering in a single package designed for paralleling and complex load sharing schemes. Microprocessor based technology allows for exact measurement, setpoint adjustment, and timing functions. Front panel controls and indicators enable quick and simple DGC-2020 operation. A wide temperature-range liquid crystal display (LCD) with backlighting can be viewed under a wide range of ambient light and temperature conditions. Taylor Power Systems also supplies a manual key override by pass switch that allows you to start the generator manually in the event of control systems failure.

- Remote Mount Break Glass E-Stop Switch (Shipped Loose)
- Heavy Duty Integral Vibration Isolators between Engine/Alternator and Base
- 3" NPT Inlet Connection

FAITH VISION Taylor Power Systems • 947 Industrial Park Drive • Clinton, Mississippi 39056 • Phone (601) 922-4444 • taylorpower.com

WORK

- ▶ Oil Drain Kit (Oil Drain Piped to Edge of Skid w/Valve)
- Coolant Drain Kit
- Lube Oil & Antifreeze (Initial Fill)
- Battery Rack & Cables
- Stamford Wide Skid Base
- Radiator Duct Flange
- (2) Flex Exhaust
- Hospital Grade Muffler with Stainless Steel External Pipe thru Rain Cap
- Sound Attenuated Enclosure
- Low Voltage Load Panel and LED Lights
- ► 480V, 4000W Block Heater w/Valves
- Battery Charger: SENS NRG (10Amp/24Volt)

Misc:

- One Hour Factory Load Bank Test
- Warranty 2 Year Standby Warranty
- ▶ (1) Electronic O&M Manual





TAYLO



OU	TPUT P	OWER OPT	IONS		STAN	DBY	sKVA
Make	Voltage	Alternator	Phase	Hertz	kW/kVA	Amps	30% Voltage Dip
Marathon	600	572RSS4270	3	60	500/625	602	1040
	277/480	572RSL4029	3	60	500/625	753	1500
	120/208	572RSL4029	3	60	500/625	1737	1050
	120/240	572RSL4029	3	60	500/625	1505	1050
	120/240	572RSL4029	1	60	308/308	1283	480
Stamford	600	HCI534E17	3	60	500/625	602	1670
	277/480	HCI534E311	3	60	500/625	753	2035
	120/208	HCI534E311	3	60	500/625	1737	1580
	120/240	HCI534E311	3	60	500/625	1505	1580
	120/240	HCI534E311	1	60	273/273	1138	1060

EPA Certified / Stationary Emergency Natural Gas

.

- 3



Engine Data

Manufacturer	Doosan		
Model	21.9L		
Aspiration	Turbocharged, Air Cooled		
Arrangement	V-Type, 4-Cycle		
Firing Order	1-12-5-8-3-10-6-7-2-11-4-9		
Displacement: L (in.3)	21.9 (1338)		
Bore: mm (in.)	128 (5.04)		
Stroke: mm (in.)	142 (5.59)		
Compression Ratio	10.5:1		
BMEP: psi (kPa)	256 (1765)		
Gross Horsepower:	764		
Rated RPM	1800		
Governor	Isochronous		
Speed Regulation	±0.5%		

Engine Liquid Capacity

Oil system: qt. (L)	42.4 (40.0)
Cooling System Capacity: gal (L)	51 (193)

Engine Electrical

Electric Volts: DC	24		
Cold Cranking Amps	1100		
Battery(s) Required	2		

Fuel System

Fuel Type	Natural Gas
Fuel Supply Inlet:	3" NPT
Fuel Supply Pressure:	7-11 (1.74-2.74)
in. H₂O (kPa)	

Filters and Quantity

Air Cleaner Quantity	1
Oil Filter(s) Quantity	1

Air Requirements

Air Filter(s) Type	Dry			
Cooling Air Flow: CFM (m³/min)	39,995 (1133)			
Max Air Intake Restriction: in. H ₂ O (kPa)				
Clean	5.00 (1.24)			
Dirty	15.00 (3.74)			
Combustion Air: CFM (m³/min)	917.0 (26.0)			
Exhaust System				
Gas Flow: CFM (m³/min)	3301 (93)			
Gas Temperature: °F (°C)	674 (1244)			
Max Exhaust Back Pressure: in. H ₂ O (kPa)	40.9 (10.2)			
Fuel Consumption Natural Gas				
At 100% of Power Rating: CFH (m³/hr)	5,439 (154)			
At 75% of Power Rating: CFH (m³/hr)	N/A			
At 50% of Power Rating: CFH (m³/hr)	N/A			

GENERAL GUIDELINES FOR DERATION: Altitude: Derate 0.5% per 100m (328 ft.) Elevation above 1000m (3279 ft.) Temperature: Derate 1.0% per 10°C (18°F) temperature above 25°C (77°F) RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor.

125° RATINGS: 125° apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271.

105° RATINGS: 105° ratings apply to installations where utility power in unavailable or unreliable. At varying load the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528/1, overload power in accordance with ISO-3046/1, BS5514, AS2789, and DIN 6271. For limited running time and base load ratings consult the factory. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.



Alternator Data

Manufacturer	Marathon		
Туре	PMG		
Insulation NEMA Rise/Temp	NEMA N/125°C		
Hertz	60		
Phase	3		
RPM	1800		
Leads	12		
Amortisseur Windings	Full		
CFM Cooling Required	1520		
Voltage Regulator	DVR2000E+ PM500		
Sensing	Three Phase	Three Phase	
Voltage Regulation	0.25% 0.25%		

Alternator Data

Manufacturer	Stamford		
Туре	PMG		
Insulation NEMA Rise/Temp	NEMA H/125°C		
Hertz	60		
Phase	3		
RPM	1800		
Leads	12		
Amortisseur Windings	Full		
CFM Cooling Required	1308		
Voltage Regulator	MX341 MX32		
Sensing	Single Phase	Three Phase	
Voltage Regulation	1.0% 0.50%		



Features

- NEMA MG1-32, BS5000, and IEC 34-1 compliant; CE & CSA Certified and UL Listed
- Self-ventilated and drip proof construction
- Two-thirds pitch stator and skewed rotor
- Wet wound, epoxied field windings
- Designed to withstand overspeeds of up to 125%
- Hybrid analog/digital voltage regulator
- Under frequency protection
- Under frequency indication light
- Less than one cycle response time
- Over excitation protection
- Over excitation indication light
- Easy access front-panel adjustments
- Over voltage protection shutdown
- Analog input for paralleling

Features

- BS EN 60034, BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2-100, and AS1359 complaint
- IP23 enclosure
- Dynamically balanced to exceed BS6861:Part 1 Grade 2.5 vibration standard
- Quality assurance to BS EN ISO 9001
- Self-ventilated and
- Drip proof construction
- Two-thirds pitch stator and skewed rotor
- Heavy duty bearings
- Fully guarded
- Overexcitation protection
- Under frequency protection
- Analog input
- Overvoltage protection
- Paralleling compatible

DGC2020 Digital Controller

- Integrated engine-genset control, protection, and metering
- Microprocessor allows for exact measurement, setpoint adjustment, and timing functions
- Front panel 3 position controls and indicators enable quick and simple operation
- Emergency stop push button and an Alarm Hom with silence button
- A wide temperature-range liquid crystal display (LCD) with backlighting
- SAE J1939 Engine ECU communications
- Remote RS-485 communications for Optional RDP-110 Remote Annunciator
- 4 programmable contact inputs and 10 contact outputs (2 ADC rated)
- Modbus Communications with RS-485, Battery Backup for Real Time Clock, UL recognized, CSA certified, CE approved, HALT (Highly Accelerated Life Tests) tested
- IP 54 Front Panel rating with integrated gasket and NFPA 110 Level 1 Compatible.
- Manual Override Keyswitch

standard features and options



Warranty

2 Year Standard

Standard Features:

Battery Charger

Coolant Drain Kit

Line Circuit Breaker

Block Heater

- Heavy Duty Steel Base
- Vibration Isolators
- · Oil Drain Valve with Extension
- Battery Rack & Cables
- High Ambient Unit Mounted Radiator
- Battery Charging Alternator
- Factory Powder Coating
- Factory Test
- Owner's Manual

Controller Options

5 Year Comprehensive

DGC-2020HD Controller

Fiber Optic Ethernet (DGC-2020HD)

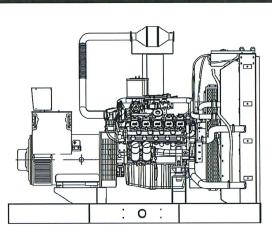
RS-232 Port & Generator Protection (DGC-2020)

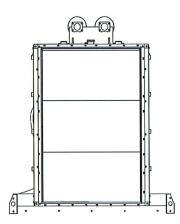
Flush or Surface Mount Remote Annunciator

Remote Mount Break Glass E-Stop Switch

Open Unit

- **Options:**
- Radiator Duct Flange
- Flex Exhaust
- Critical Silencer

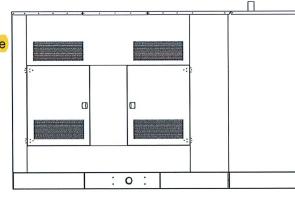


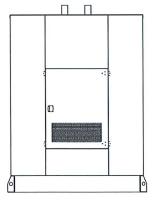


Standard Enclosed Unit

Options:

- Sound Attenuated Enclosure
- Load Center, Lights & GFI Receptacle

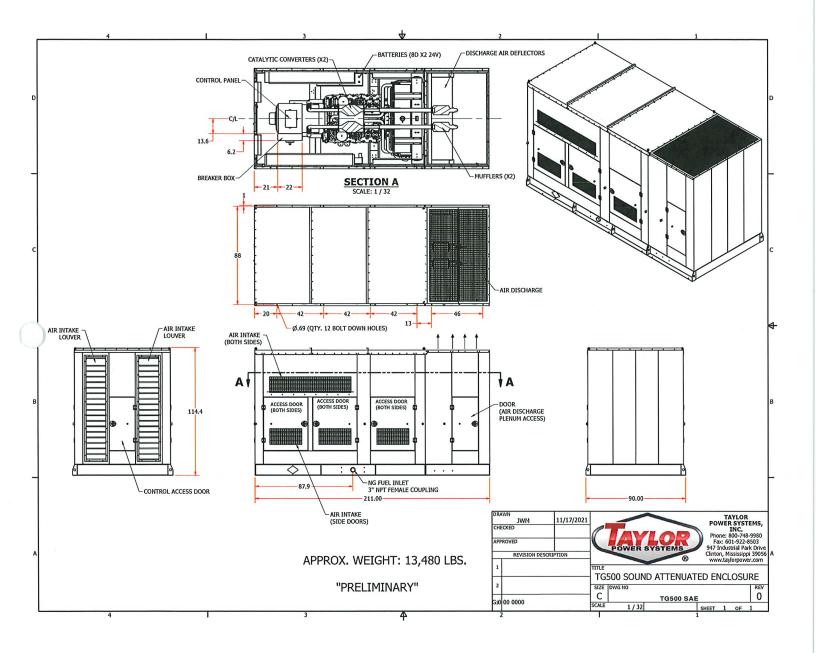




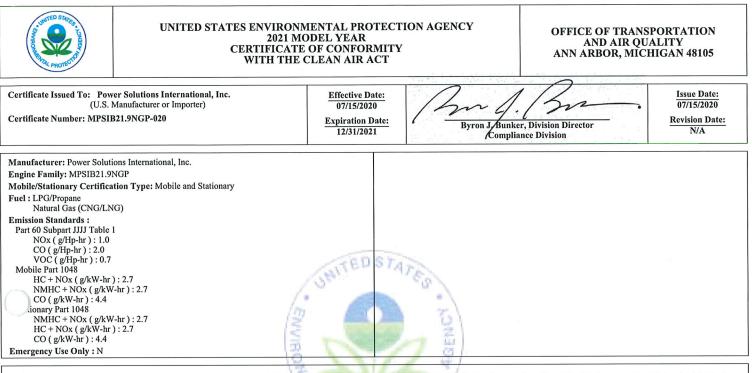
06/21

Note: The above drawings are provided for reference only and should not be used for planning installation. Contact your local distributor for more information.

- Miscellaneous Options:
 - Pad Type Battery Heater
 - Battery Heater Blanket w/Thermostat
 - Oil Pan Heater
 - Generator Strip Heater



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Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547) and 40 CFR Part 60, 40 CFR Part 1048, 1065, 1068, and 60 (stationary only and combined stationary and mobile) 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 nonroad engines, by engine family, more fully described in the documentation required by 40 CFR Part 60, 40 CFR Part 1048 and produced in the stated model year.

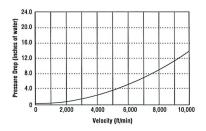
This certificate of conformity covers only those new nonroad spark-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 60, 40 CFR Part 1048 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 60, 40 CFR Part 1048. This certificate of conformity does not cover nonroad engines imported prior to the effective date of the certificate.

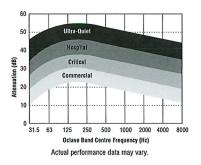
It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068.20 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 60, 40 CFR Part 1048. 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 1048.

This certificate does not cover large nonroad 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.

Cylindrical Silencers

QuietShield silencers are designed for engine and compressor applications that require high quality, durable sound attenuation. The silencers have a high-performance internal design that delivers superior sound reduction in a smaller size when compared to a conventional silencer.







"125/150# ANSI" **Mounting Flange:** Bore sizes 4" and above.



"C" Slotted Clamped Tubes: Bore sizes < 4".



	Commercial	Critical	Hospital	Ultra-Quiet
Attenuation Level	15–25 dB(A)	25–35 dB(A)	35–42 dB(A)	42–50 dB(A)
Orientation	Horizontal or Vertical	Horizontal or Vertical	Horizontal or Vertical	Horizontal or Vertical
Standard Clamped or NPT	2 in–3.5 in bore, slotted tube or NPT	2 in–3.5 in bore, slotted tube or NPT	2 in–3.5 in bore, slotted tube or NPT	2 in–3.5 in bore, slotted tube or NPT
Standard Plate Flange	4 in–22 in bore, drilled to 125/150# ANSI standard	4 in–22 in bore, drille to 125/150# ANSI standard	d 4 in–22 in bore, drilled to 125/150# ANSI standard	4 in–22 in bore, drilled to 125/150# ANSI standard
Optional Flanges	BS10, JIS, DIN and others	BS10, JIS, DIN and others	BS10, JIS, DIN and others	BS10, JIS, DIN and others
Finish	Silver high heat paint; optional black high heat paint	Silver high heat paint; optional black high heat paint	Silver high heat paint; optional black high heat paint	Silver high heat paint; optional black high heat paint
Standard Material	Aluminized steel – max temp 1,000°F Intermittent use max temp 1,250°F 304 – max temp 1,500°F	Aluminized steel – max temp 1,000°F Intermittent use max temp 1,250°F 304 – max temp 1,500°F	Aluminized steel – max temp 1,000°F Intermittent use max temp 1,250°F 304 – max temp 1,500°F	Aluminized steel – max temp 1,000°F Intermittent use max temp 1,250°F 304 – max temp 1,500°F
Configuration Types	Type 1 and 3	Type 1, 2 and 3	Type 1, 2 and 3	Type 1 and 3
Standard Low Skin Temperature	N/A	N/A/	Type 2 Configurations 250°F Max.	All Configurations 250°F Max.
Optional Assemblies	Rain Caps Wye Connections Wye Connectors Expanders/ Reducers Elbows Straight Tube Exhaust Pipe Attachment Brackets Nut, Bolt & Gaskets Reduction Flanges Companion Flange Kits Insulation Blankets	 Rain Caps Wye Connections Flex Connectors Expanders/ Reducers Elbows Straight Tube Exhaust Pipe Attachment Brackets Nut, Bolt & Gaskets Reduction Flanges Companion Flange Kits Insulation Blankets 	 Rain Caps Wye Connections Flex Connectors Expanders/ Reducers Elbows Straight Tube Exhaust Pipe Attachment Brackets Nut, Bolt & Gasket Kits Gaskets Reduction Flanges Companion Flange Kits Insulation Blankets 	 Rain Caps Wye Connections Flex Connectors Expanders/ Reducers Elbows Straight Tube Straight Tube Exhaust Pipe Attachment Brackets Nut, Bolt & Gasket Kits Gaskets Reduction Flanges Companion Flange Kits Insulation Blankets

: All dimensions are in inches unless otherwise stated. All weights are in pounds and are approximate.

: WARNING: Silencers should not be installed near fuel lines, fuel tanks, combustible material, wiring, fire suppression systems, etc. Area around exhaust system should be clearly marked per OSHA standards.

Silencers - Cylindrical

Type 2, Side-in, Top-out, Low skin temp

Hospital/Super Critical Grade 35-42 dB(A)

QuietShield Exhaust Silencers



Type 2: Side-in, Top-out, Low skin temp

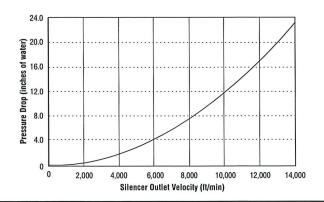
A Inlet Size	Connection Type	Type 2 Part Number	B Silencer Diameter	C Body Length	D Type 2 Overall Length	E Inlet/Outlet Length	F Type 2 Inlet Offset	Insulation	Type 2 Weight
2	Cuff	NGP62402C	10	30	32	2	8	.5	65
2	NPT	N/A	10	30	N/A	2	N/A	.5	N/A
2.5	Cuff	NGP62425C	10	30	33	3	9	.5	65
2.5	NPT	N/A	10	30	N/A	3	N/A	.5	N/A
3	Cuff	NGP62403C	12	36	39	3	10	.5	90
3	NPT	N/A	12	36	N/A	3	N/A	.5	N/A
3.5	Cuff	NGP62435C	12	36	39	3	10	1	95
3.5	NPT	N/A	12	36	N/A	3	N/A	1	N/A
4	Cuff	NGP62404	14	42	45	3	11	1	150
5	Flange	NGP62405F	16	48	52	4	13	1	220
6	Flange	NGP62406F	20	60	64	4	14	2	350
8	Flange	NGP62408F	24	72	76	4	16	2	580
10	Flange	NGP62410F	30	90	94	4	19	2	880
12	Flange	NGP62412F	36	108	112	4	22	2	1345
14	Flange	NGP62414F	42	126	130	4	24	2	2120
16	Flange	NGP62416F	42	126	130	4	26	2	2120
18	Flange	NGP62418F	48	144	148	4	28	2	2710

Silencer Standards

- : Aluminized Steel
- 2"-3.5" inlet sizes ID tube or NPT
 4" plus inlet sizes ANSI hole spacing 125/150#
- : Low skin temperatures internal shell insulation inlet side - see table for thickness
- : Silver, high heat paint

Silencer Options

- :-Mounting brackets, gussets and lifting lugs
- Custom inlet and outlet locations and extensions available
- : 304, 316 or 316L stainless steel construction
- Thermal insulation blankets
- 24" and above inlet sizes available
- as custom order : Black, high heat paint

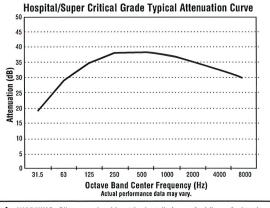


: All dimensions are in inches unless otherwise stated. All weights are in pounds and are approximate.

: All information correct at time of printing. NGP has a policy of continuous improvement. Therefore we reserve the right to change the specifications of these silencers without notice.







: WARNING: Silencers should not be installed near fuel lines, fuel tanks, combustible material, wiring, fire suppression systems, etc. Area around exhaust system should be clearly marked per OSHA standards.



ELASTOMERIC MOUNTS

LOW FREQUENCY ISOLATION MOUNTS

LF Series are low frequency, elastomeric shock and vibration isolation mounts used in a variety of applications where space and weight are restricted – vehicle cabs, engines, engine gensets, marine equipment, and shipping containers. The series offer a low natural frequency that is ideal for isolating structure-borne noise in these mobile applications.

The LF Series provides a low profile, rugged, all-bonded construction that includes corrosion-resistant coating on all metal surfaces. The structural sections are made of steel for excellent strength and durability. The elastomeric element resist oils, ozone and most solvents – providing optimum resilience in nearly all environments. The operating temperature range of -20°F to +180°F offers continuous operation in all weather conditions. At a maximum size of just 3.25", the LF Series offers installation in numerous portable machinery and equipment applications. For special elastomeric compounds contact the VMC Engineering department.

FEATURES & BENEFITS

LF

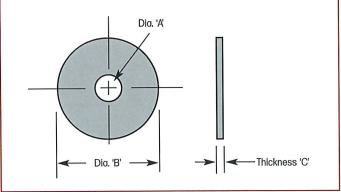
SERIES

- Static load range from 40-2800 lbs. offers a wide range of application flexibility.
- Low profile provides installation in space-restricted applications.
- Low natural frequency of 10 Hz at maximum load provides structure-borne noise attenuation in even the most challenging applications.
- 1:1 axial to radial stiffness ratio.
- Rugged, all-bonded construction provides durability in extreme conditions.
- Failsafe design problems when used in conjunction with snubbing washer for mobile and all-attitude use.
- Typical damping ratio C/C_c=0.1 transmissibility approximately 5:1 at resonance.

TECHNICAL

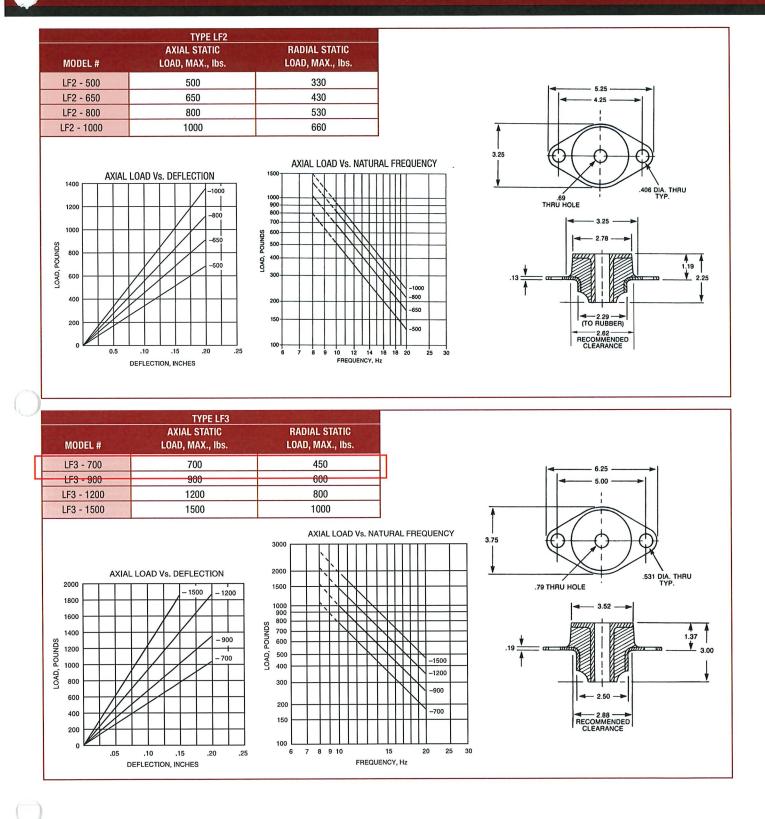
LF SERIES SNUBBING WASHERS* DIMENSIONS										
TYPE	DIA. 'A', ins.	MODEL #								
LF1 Series	0.45	2.00	0.13	148099-5						
LF1.5 Series	0.51	2.00	0.13	148099-18						
LF2 Series	0.64	2.25	0.15	148099-6						
LF3 Series	0.76	2.50	0.18	148099-7						
LF4 Series	1.01	3.25	0.25	148099-17						

* Zinc Plated Carbon Steel



VMC/K@RFUND

ELASTOMERIC MOUNTS



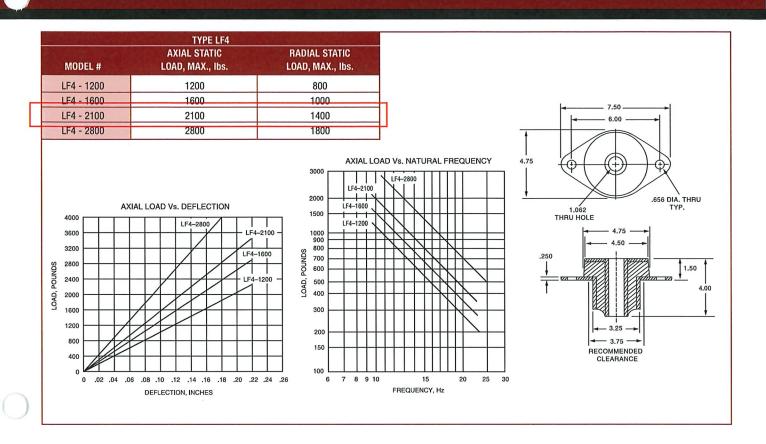
LF

SERIES

VMC/K@RFUND

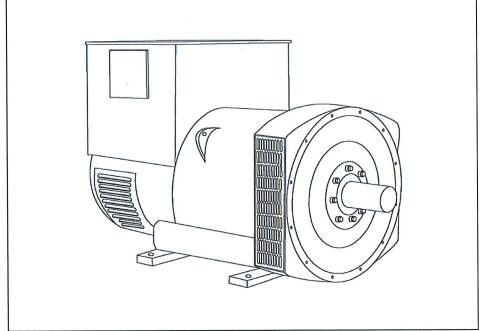
ELASTOMERIC MOUNTS

LF Series









HCI534E/544E

STAMFORD

SPECIFICATIONS & OPTIONS

STANDARDS

Stamford industrial generators meet the requirements of BS EN 60034 and the relevant section of other international standards such as BS5000, VDE 0530, NEMA MG1-32, IEC34, CSA C22.2 100, AS1359.

Other standards and certifications can be considered on request.

VOLTAGE REGULATORS

AS440 AVR - STANDARD

With this self-excited system the main stator provides power via the Automatic Voltage Regulator (AVR) to the exciter stator. The high efficiency semi-conductors of the AVR ensure positive build-up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a threephase full-wave bridge rectifier. The rectifier is protected by a surge suppressor against surges caused, for example, by short circuit or out-of-phase paralleling.

The AS440 will support a range of electronic accessories, including a 'droop' Current Transformer (CT) to permit parallel operation with other ac generators.

MX341 AVR

This sophisticated AVR is incorporated into the Stamford Permanent Magnet Generator (PMG) control system.

The PMG provides power via the AVR to the main exciter, giving a source of constant excitation power independent of generator output. The main exciter output is then fed to the main rotor through a full wave bridge, protected by a surge suppressor. The AVR has in-built protection against sustained over excitation, caused by internal or external faults. This de-excites the machine after a minimum of 5 seconds.

An engine relief load acceptance feature can enable full load to be applied to the generator in a single step.

If three-phase sensing is required with the PMG system the MX321 AVR must be used.

We recommend three-phase sensing for applications with greatly unbalanced or highly non-linear loads.

MX321 AVR

The most sophisticated of all our AVRs combines all the features of the MX341 with, additionally, three-phase rms sensing, for improved regulation and performance.

Over voltage protection is built-in and short circuit current level adjustments is an optional facility.

WINDINGS & ELECTRICAL PERFORMANCE

All generator stators are wound to 2/3 pitch. This eliminates triplen (3rd, 9th, 15th ...) harmonics on the voltage waveform and is found to be the optimum design for trouble-free supply of non-linear loads. The 2/3 pitch design avoids excessive neutral currents sometimes seen with higher winding pitches, when in parallel with the mains. A fully connected damper winding reduces oscillations during paralleling. This winding, with the 2/3 pitch and carefully selected pole and tooth designs, ensures very low waveform distortion.

TERMINALS & TERMINAL BOX

Standard generators are 3-phase reconnectable with 12 ends brought out to the terminals, which are mounted on a cover at the non-drive end of the generator. A sheet steel terminal box contains the AVR and provides ample space for the customers' wiring and gland arrangements. It has removable panels for easy access.

SHAFT & KEYS

All generator rotors are dynamically balanced to better than BS6861:Part 1 Grade 2.5 for minimum vibration in operation. Two bearing generators are balanced with a half key.

INSULATION/IMPREGNATION

The insulation system is class 'H'.

All wound components are impregnated with materials and processes designed specifically to provide the high build required for static windings and the high mechanical strength required for rotating components.

QUALITY ASSURANCE

Generators are manufactured using production procedures having a quality assurance level to BS EN ISO 9001.

The stated voltage regulation may not be maintained in the presence of certain radio transmitted signals. Any change in performance will fall within the limits of Criteria 'B' of EN 61000-6-2:2001. At no time will the steady-state voltage regulation exceed 2%.

DE RATES

All values tabulated on page 8 are subject to the following reductions

5% when air inlet filters are fitted.

3% for every 500 metres by which the operating altitude exceeds 1000 metres above mean sea level.

3% for every 5°C by which the operational ambient temperature exceeds 40°C.

Note: Requirement for operating in an ambient exceeding 60°C must be referred to the factory.

NB Continuous development of our products entitles us to change specification details without notice, therefore they must not be regarded as binding.

Front cover drawing typical of product range.

STAMFORD

HCI534E/544E

WINDING 311

WINDING 311									
CONTROL SYSTEM	SEPARATE	LY EXCITED	BY P.M.G.						
A.V.R.	MX321	MX341							
VOLTAGE REGULATION	± 0.5 %	± 1.0 %	With 4% ENC	GINE GOVER	RNING				
SUSTAINED SHORT CIRCUIT	REFER TO SHORT CIRCUIT DECREMENT CURVES (page 7)								
CONTROL SYSTEM	SELF EXCI	TED							
A.V.R.	AS440								
VOLTAGE REGULATION	± 1.0 %	With 4% ENG	GINE GOVEF	RNING					
SUSTAINED SHORT CIRCUIT	SERIES 4 C	ONTROL DO	ES NOT SUS	STAIN A SHO	ORT CIRCUI	T CURRENT			
INSULATION SYSTEM				CLAS	SH				
PROTECTION				IP2	3				
RATED POWER FACTOR				0.8					
				1.1					
STATOR WINDING				DOUBLE LA					
WINDING PITCH				TWO TH					
WINDING LEADS				12	2				
STATOR WDG. RESISTANCE		0.0043 C	hms PER PH	ASE AT 22°	C SERIES S	STAR CONNI	ECTED		
ROTOR WDG. RESISTANCE				1.96 Ohms	at 22°C				
EXCITER STATOR RESISTANCE			סר	17 Ohms	at 22°C				
EXCITER ROTOR RESISTANCE			0.092	Ohms PER	PHASE AT 2	2°C			
R.F.I. SUPPRESSION	BS EN	61000-6-2 &	BS EN 6100	0-6-4,VDE 0	875G, VDE 0	875N. refer t	o factory for	others	
WAVEFORM DISTORTION			1.5% NON-I						
MAXIMUM OVERSPEED			\leq	2250 R	ev/Min				
BEARING DRIVE END	BALL. 6220 (ISO)								
BEARING NON-DRIVE END	BALL. 6314 (ISO) 1 BEARING 2 BEARING								
			3 kg			1535			
WEIGHT COMP. GENERATOR						722			
WEIGHT WOUND STATOR			'kg		588 kg				
WR ² INERTIA			3 kgm ²		8.7049 kgm ²				
SHIPPING WEIGHTS in a crate			5 kg		1625 kg				
PACKING CRATE SIZE			x 124(cm)		166 x 87 x 124(cm)				
			Hz			60	Hz		
TELEPHONE INTERFERENCE		THF	< <mark>2%</mark>		TIF<50				
COOLING AIR		1.035 m³/se	c 2202 cfm		1.312 m³/sec 2780 cfm				
VOLTAGE SERIES STAR	380/220	400/231	41 <mark>5</mark> /240	440/254	416/240	440/254	460/266	480/277	
VOLTAGE PARALLEL STAR	190/110	200/115	208/120	220/127	208/120	220/127	230/133	240/138	
VOLTAGE SERIES DELTA	220/110	230/115	240/120	254/127	240/120	254/127	266/133	277/13	
kVA BASE RATING FOR REACTANCE VALUES	600	610	600	600	681	713	731	750	
Xd DIR. AXIS SYNCHRONOUS	3.14	2.88	2.63	2.34	3.53	3.30	3.10	2.92	
X'd DIR. AXIS TRANSIENT	0.17	0.15	0.14	0.12	0.17	0.16	0.15	0.14	
X"d DIR. AXIS SUBTRANSIENT	0.12	0.11	0.10	0.09	0.12	0.11	0.11	0.10	
Xq QUAD. AXIS REACTANCE	2.45	2.25	2.05	1.82	2.82	2.64	2.48	2.33	
X"q QUAD. AXIS SUBTRANSIENT	0.26	0.24	0.22	0.20	0.34	0.32	0.30	0.28	
XL LEAKAGE REACTANCE	0.06	0.05	0.05	0.04	0.06	0.06	0.05	0.05	
X2 NEGATIVE SEQUENCE	0.18	0.16	0.15	0.13	0.23	0.22	0.20	0.19	
N2 NEOKINE GEGGENGE			0.07	0.06	0.10	0.09	0.09	0.08	
X0 ZERO SEQUENCE	0.08	0.08	0.07	0.00				D	
			ALUES ARE		T RATING A	ND VOLTAG	E INDICATE	D	
X₀ZERO SEQUENCE				PER UNIT A 0.0)8s	ND VOLTAG	E INDICATE	D	
XoZERO SEQUENCE REACTANCES ARE SATURA T'd TRANSIENT TIME CONST. T"d SUB-TRANSTIME CONST.				PER UNIT A 0.0 0.0	08s 12s	ND VOLTAG	E INDICATE	D	
XoZERO SEQUENCE REACTANCES ARE SATURA T'd TRANSIENT TIME CONST.				PER UNIT A 0.0 0.0 2.)8s	ND VOLTAG	E INDICATE		

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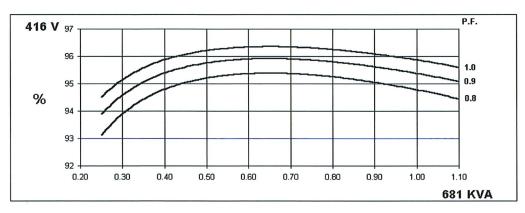
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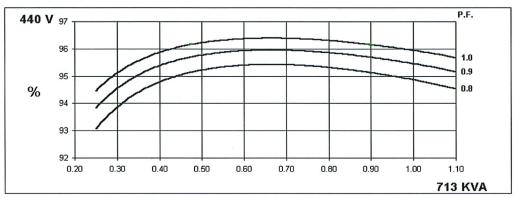
60 Hz

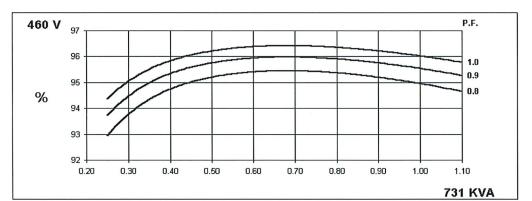
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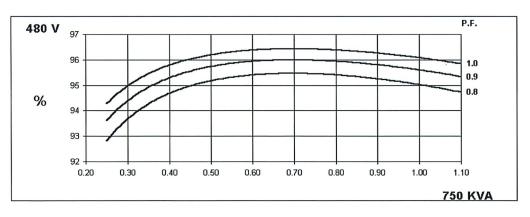
Winding 311

THREE PHASE EFFICIENCY CURVES







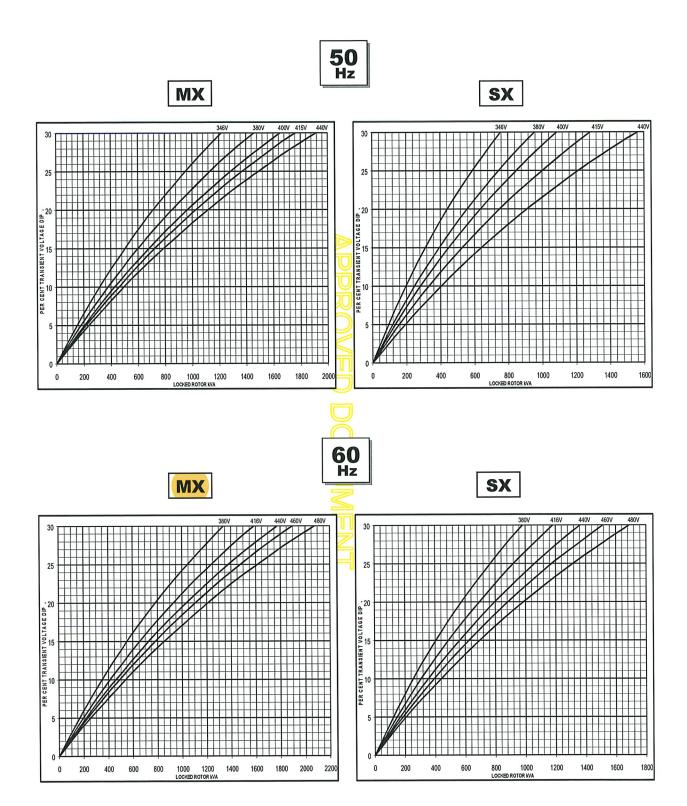


STAMFORD

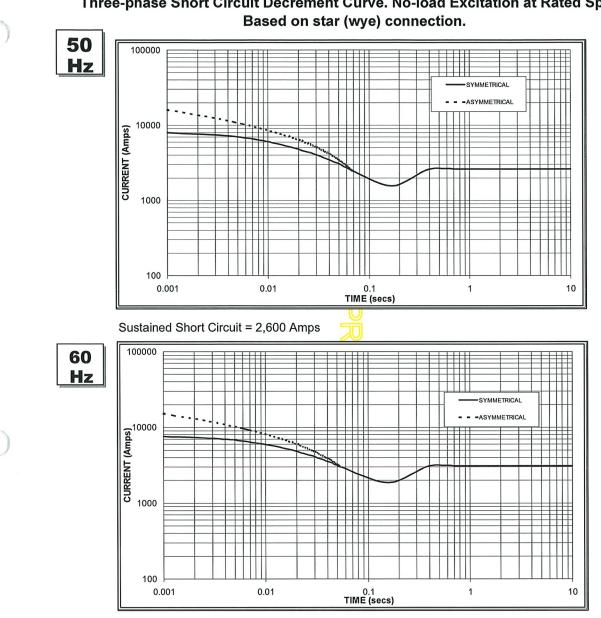
HCI534E/544E

Winding 311

Locked Rotor Motor Starting Curve



HCI534E/544E



Three-phase Short Circuit Decrement Curve. No-load Excitation at Rated Speed

Sustained Short Circuit = 3,100 Amps

Note 1

The following multiplication factors should be used to adjust the values from curve between time 0.001 seconds and the minimum current point in respect of nominal operating voltage :

50	Hz	60Hz				
Voltage	Factor	Voltage	Factor			
380v	X 1.00	416v	X 1.00			
400v	X 1.06	440v	X 1.06			
415v	X 1.09	460v	X 1.12			
440v	X 1.12	480v	X 1.20			
The sustaine	ed current val	ue is constar	t irrespective			

of voltage level

Note 2

The following multiplication factor should be used to convert the values calculated in accordance with NOTE 1 to those applicable to the various types of short circuit :

	3-phase	2-phase L-L	1-phase L-N
Instantaneous	x 1.00	x 0.87	x 1.30
Minimum	x 1.00	x 1.80	x 3.20
Sustained	x 1.00	x 1.50	x 2.50
Max. sustained duration	10 sec.	5 sec.	2 sec.

All other times are unchanged

Note 3

Curves are drawn for Star (Wye) connected machines. For other connection the following multipliers should be applied to current values as shown :

Parallel Star = Curve current value X 2

Series Delta = Curve current value X 1.732

HCI534E/544E



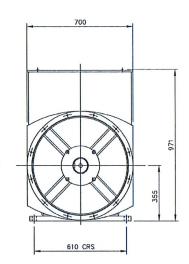
Winding 311 0.8 Power Factor

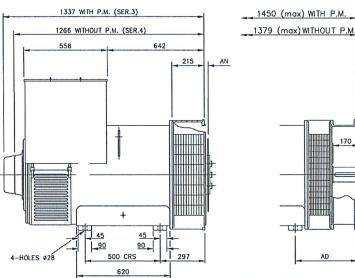
RA	TH		0
RA		ML-	

	IXATING5																
0	Class - Temp Rise	Co	ont. F -	105/40	Ç	Co	ont. H -	125/40	°C	Sta	andby -	150/40	°C	Sta	andby -	163/27	°C
50	Series Star (V)	380	400	415	440	380	400	415	440	380	400	415	440	380	400	415	440
Hz	Parallel Star (V)	190	200	208	220	190	200	208	220	190	200	208	220	190	200	208	220
	Series Delta (V)	220	230	240	254	220	230	240	254	220	230	240	254	220	230	240	254
	kVA	550	560	550	550	600	610	600	600	636	640	636	636	660	665	660	660
	kW	440	448	440	440	480	488	480	480	509	512	509	509	528	532	528	528
	Efficiency (%)	95.0	95.1	95.2	95.3	94.7	94.9	95.0	95.2	94.5	94.7	94.8	95.0	94.3	94.5	94.7	94.9
	kW Input	463	471	462	462	507	514	505	504	538	541	537	536	560	563	558	556
							5										
60	Series Star (V)	416	440	460	480	416	440	460	480	416	440	460	480	416	440	460	480
Hz	Parallel Star (V)	208	220	230	240	208	220	230	240	208	220	230	240	208	220	230	240
	Delta (V)	240	254	266	277	240	254	266	277	240	254	266	277	240	254	266	277
	kVA	625	650	663	675	681	713	731	750	719	750	780	800	738	769	798	819
	kW	500	520	530	540	545	570	585	600	575	600	624	640	590	615	638	655
	Efficiency (%)	95.0	95.1	95.2	95.3	94.8	94 <mark>.</mark> 9	95.0	95.0	94.6	94.7	94.8	94.8	94.5	94.6	94.7	94.8
	kW Input	526	547	557	567	575	601	616	632	608	634	658	675	625	650	674	691
							C										

DIMENSIONS









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95,035 95,013



MX321 AUTOMATIC VOLTAGE REGULATOR (AVR)

SPECIFICATION, INSTALLATION AND ADJUSTMENTS

General description

MX321 is a three phase sensed Automatic Voltage Regulator and forms part of the excitation system for a brush-less generator. Excitation power is derived from a three-phase permanent magnet generator (PMG), to isolate the AVR control circuits from the effects of nonlinear loads and to reduce radio frequency interference on the generator terminals. Sustained generator short circuit current is another feature of the PMG system.

The AVR senses the voltage in the main generator winding and controls the excitation to maintain the generator output voltage within the specified limits, compensating for load, speed, temperature and power factor of the generator. Three phase RMS sensing is employed for superior voltage regulation.

Adjustable Soft start circuitry is included to provide a smooth controlled build up of generator output voltage.

A frequency measuring circuit continually monitors the shaft speed of the generator and provides under-speed protection of the excitation system by reducing the generator output voltage proportionally with speed below a pre-settable threshold. A further enhancement of this feature is an adjustable volts per Hertz slope and voltage recovery time, to improve the response of turbo charged engines.

Current limiting may be included to allow control over the amount of sustained short circuit current.

Maximum excitation is limited to a safe period by internal shutdown of the AVR output device. This condition remains latched until the generator has stopped.

The AVR includes an over-voltage protection feature with internal shutdown of the AVR output device, plus the ability to trip an optional excitation circuit breaker if required.

Provision is made for the connection of a remote voltage trimmer, allowing the user fine control of the generator's output.

An analogue input is provided allowing connection to a Newage Power Factor controller or other external device with compatible output.

The AVR has the facility for droop CT connection, to allow parallel running with other similarly equipped generators.

NOTES

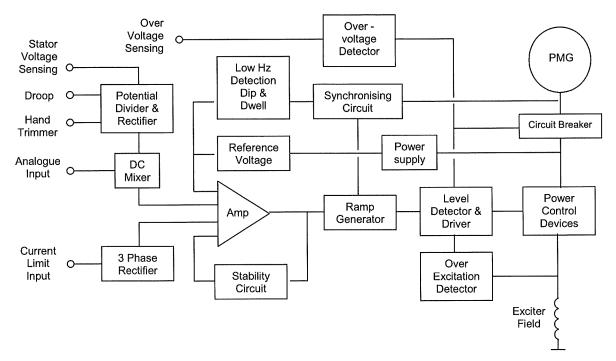
- Derate linearly from 3.7A at 50°C to 2.7A at 70°C 1.
- The stated voltage regulation may not be maintained in the 2. presence of certain transmitted radio signals. Any change in regulation will fall within the limits in Criteria B of BS.EN.61000-6-2:2001.
- 3. After 10 minutes.

Technical specification

reennour oper	omoution					
SENSING INPUT						
Voltage						
Frequency	50-60 Hz nomina					
POWER INPUT (PMG)						
Voltage		x, 3 phase, 3 wire				
Current	3A/phase	., e p, ee				
Frequency	100-120 Hz nomi	inal				
OUTPUT						
Voltage	max 120V dc					
Current	continuous 3.7 A	(see note 1)				
	Intermittent 6A fo	or 10 secs.				
Resistance	15 ohms minimu	m				
REGULATION						
+/- 0.5% RMS	with 4% engine go	overning (see note 2)				
THERMAL DRIFT		J (
0.02% per dea	. C change in AVR	ambient (note 3)				
SOFT START RAMP 1		(
0.4 - 4 seconds						
TYPICAL SYSTEM RE						
AVR response		10 ms				
Filed current to		80 ms				
Machine Volts		300 ms				
EXTERNAL VOLTAGE						
	k ohm 1 watt trimm	ner (see note 4)				
UNDER FREQUENCY		(
Set point	95% Hz (see not	e 5)				
Slope	100-300% down					
Max. Dwell						
UNIT POWER DISSIP						
18 watts maxin						
ANALOGUE INPUT						
	t +/- 5 Vdc (see n	ote 6)				
		ator Volts (adjustable)				
Input resistanc						
QUADRATURE DROC						
10 ohms burde	n					
	: 0.22 A for 5% dr	oop 0PF				
Max. input: 0.3						
CURRENT LIMIT INPL						
10 ohms burde	en					
Sensitivity range	ge: 0.5 – 1A					
OVER VOLTAGÉ DET						
	. Time delay: 1 Second	ec (fixed)				
CB trip coil vol						
	istance: 20-60 ohr	ns				
OVER EXCITATION P	ROTECTION					
Set point	75 V dc					
		IV				
	8-15 seconds (fix	(ea)				
	8-15 seconds (fix	(ed)				
Time delay	8-15 seconds (fi) 20-100 Hz	50mm/sec				
Time delay ENVIRONMENTAL		50mm/sec 3.3g				
Time delay ENVIRONMENTAL Vibration	20-100 Hz 100Hz – 2kHz perature	50mm/sec 3.3g -40 to +70ºC				
Time delay ENVIRONMENTAL Vibration	20-100 Hz 100Hz – 2kHz perature	50mm/sec 3.3g -40 to +70 ⁰ C 95% (see note 7)				
Time delay ENVIRONMENTAL Vibration	20-100 Hz 100Hz – 2kHz perature dity 0-70 ⁰ C	50mm/sec 3.3g -40 to +70ºC				

- 4. Applies to Mod status E onwards. Generator de-rate may apply. Check with factory. Factory set, semi-sealed, jumper selectable.
- 5
- Any device connected to the analogue input must be fully 6. floating (galvanically isolated from ground), with an insulation strength of 500V ac.
- 7. Non condensing.

DESIGN DETAIL



The main functions of the AVR are:

Potential Divider and Rectifier takes a proportion of the generator output voltage and attenuates it. The potential divider is adjustable by the AVR Volts potentiometer and external hand trimmer (when fitted). The output from the droop CT is also added to this signal. A rectifier converts the a.c. input signal into a d.c. signal representing generator voltage.

The <u>DC Mixer</u> adds the Analogue input signal the generator voltage signal.

The <u>3 Phase Rectifier</u> converts the output of the current limit CT's into a dc signal representing generator current.

The Amplifier (<u>Amp</u>) compares the generator voltage or current signals to the <u>Reference Voltage</u> and amplifies the difference (error) to provide a controlling signal for the power devices. The <u>Ramp Generator</u> and <u>Level Detector</u> <u>and Driver</u> infinitely control the conduction period of the <u>Power Control Devices</u> and hence provides the excitation system with the required power to maintain the generator voltage within specified limits.

The <u>Stability Circuit</u> provides adjustable negative ac feedback to ensure good steady state and transient performance of the control system.

The <u>Power Supply</u> provides the required voltages for the AVR circuitry.

The <u>Low Hz Detector</u> measures the period of each electrical cycle and causes the reference voltage to be reduced approximately linearly with speed below a presettable threshold. The <u>Dip and Dwell</u> circuits provide adjustments for greater voltage roll off and recovery time. A Light Emitting Diode gives indication of underspeed running.

The <u>Synchronising circuit</u> is used to keep the <u>Ramp</u> <u>Generator</u> and <u>Low Hz Detector</u> locked to the Permanent Magnet Generator waveform period.

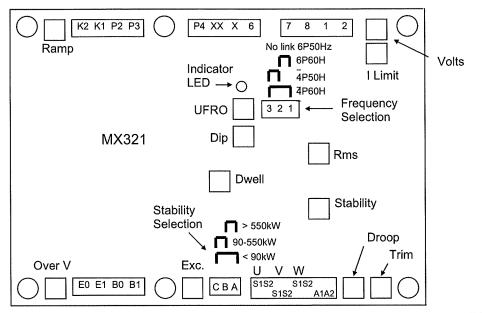
<u>Power Control Devices</u> vary the amount of exciter field current in response to the error signal produced by the Amplifier.

The <u>Circuit Breaker</u> provides circuit isolation of the control system in the event of an over excitation or over voltage condition.

The <u>Over Excitation Detector</u> continuously monitors the exciter field voltage and turns off the power device if this rises above the reference leve, I for greater than the stated time period. An external signal is also provided to trip the Circuit Breaker

The <u>Over Voltage Detector</u> continuously monitors the generator stator voltage and turns off the power device if this rises above the reference level, for greater than the stated time period. An external signal is also provided to trip the <u>Circuit Breaker</u>

FITTING AND OPERATING (Refer to generator wiring diagram for connection details)



SUMMARY OF AVR CONTROLS									
CONTROL	FUNCTION	DIRECTION							
VOLTS	TO ADJUST GENERATOR OUTPUT VOLTAGE	CLOCKWISE INCREASES OUTPUT VOLTAGE							
STABILITY	TO PREVENT VOLTAGE HUNTING	CLOCKWISE INCREASE THE DAMPING EFFECT							
UFRO	TO SET THE UFRO KNEE POINT	CLOCKWISE REDUCES THE KNEE POINT FREQUENCY							
DROOP	TO SET THE GENERATOR DROOP TO 5% AT 0PF	CLOCKWISE INCREASES THE DROOP							
TRIM	TO OPTIMISE ANALOGUE INPUT SENSITIVITY	CLOCKWISE INCREASES THE GAIN OR SENSITIVITY							
EXC	TO SET THE OVER EXCITATION TRIP LEVEL	CLOCKWISE INCREASES THE TRIP LEVEL							
DIP	TO SET THE HZ RELATED VOLTAGE DIP	CLOCKWISE INCREASES THE DIP							
DWELL	TO SET THE HZ RELATED RECOVERY TIME	CLOCKWISE INCREASES THE RECOVERY TIME							
I LIMIT	TO SET THE STATOR CURRENT LIMIT	CLOCKWISE INCREASES THE CURENT LIMIT							
OVER V	TO SET THE OVER VOLTAGE TRIP LEVEL	CLOCKWISE INCREASES THE TRIP LEVEL							
RAMP	TO SET THE NO LOAD VOLTAGE RAMP UP TIME	CLOCKWISE INCREASES THE VOLTAGE RAMP TIME							

ADJUSTMENT OF AVR CONTROLS

VOLTAGE ADJUSTMENT

The generator output voltage is set at the factory, but can be altered by careful adjustment of the VOLTS control on the AVR board, or by the external hand trimmer if fitted. Terminals 1 and 2 on the AVR will be fitted with a shorting link if no hand trimmer is required.

WARNING! Do not increase the voltage above the rated generator voltage. If in doubt, refer to the rating plate mounted on the generator case.

WARNING! Do not ground any of the hand trimmer terminals, as these could be above earth potential. Failure to observe this could cause equipment damage.

If a replacement AVR has been fitted or re-setting of the VOLTS adjustment is required, proceed as follows:

1. Before running generator, turn the VOLTS control fully anti-clockwise.

2. Turn remote volts trimmer (if fitted) to midway position.

3. Turn STABILITY control to midway position.

4. Connect a suitable voltmeter (0-300V ac) across line to neutral of the generator.

5. Start generator set, and run on no load at nominal frequency e.g. 50-53Hz or 60-63Hz.

6. If the red Light Emitting Diode (LED) is illuminated, refer to the Under Frequency Roll Off (UFRO) adjustment. *Continued.....*

FITTING AND OPERATING (Refer to generator wiring diagram for connection details)

7. Carefully turn VOLTS control clockwise until rated voltage is reached.

8. If instability is present at rated voltage, refer to stability adjustment, then re-adjust voltage if necessary.

9. Voltage adjustment is now completed.

STABILITY ADJUSTMENT

The AVR includes a stability or damping circuit to provide good steady state and transient performance of the generator.

A jumper link selector is provided to optimise the response of the stability circuit to various size generators. The link should be positioned as shown in the diagram according to the kW rating of the generator.

The correct setting of the Stability adjustment can be found by running the generator at no load and slowly turning the stability control anti-clockwise until the generator voltage starts to become unstable. The optimum or critically damped position is slightly clockwise from this point (i.e. where the machine volts are stable but close to the unstable region).

UNDER FREQUENCY ROLL OFF (UFRO) ADJUSTMENT

The AVR incorporates an underspeed protection circuit which gives a volts/Hz characteristic when the generator speed falls below a presettable threshold known as the "knee" point. The red Light Emitting Diode (LED) gives indication that the UFRO circuit is operating.

The UFRO adjustment is preset and sealed and only requires the selection of 50 or 60Hz and 4 pole or 6 pole, using the jumper link as shown in the diagram.

For optimum setting, the LED should illuminate as the frequency falls just below nominal, i.e. 47Hz on a 50Hz system or 57Hz on a 60Hz system.

DROOP ADJUSTMENT

Generators intended for parallel operation are fitted with a quadrature droop C.T. which provides a power factor dependent signal for the AVR. The C.T. is connected to S1, S2 on the AVR, (see generator wiring diagram for details). The DROOP adjustment is normally preset in the works to give 5% voltage droop at full load zero power factor.

Clockwise increases the amount of C.T. signal injected into the AVR and increases the droop with lagging power factor ($\cos \emptyset$). With the control fully anti-clockwise there is no droop.

TRIM ADJUSTMENT

An analogue input (A1 A2) is provided to connect to the Newage Power Factor Controller or other devices. It is designed to accept dc signals up to +/- 5 volts.

WARNING! Any devices connected to this input must be fully floating and galvanically isolated from ground, with an insulation capability of 500V ac. Failure to observe this could result in equipment damage.

TRIM ADJUSTMENT continued

The dc signal applied to this input adds to the AVR sensing circuit. A1 is connected to the AVR 0 volts. Positive on A2 increases excitation. Negative on A2 decreases excitation. The TRIM control allows the user to adjust the sensitivity of the input. With TRIM fully anti-clockwise the externally applied signal has no effect. Clockwise it has maximum effect.

Normal setting is fully clockwise when used with a Newage Power Factor Controller.

OVER EXCITATION (EXC) ADJUSTMENT

This adjustment is set and sealed in the works and should not be tampered with. An over excitation condition is indicated by the illumination of the red LED which also indicates under-speed running and over-volts.

The generator must be stopped to reset an over-excitation trip.

DIP ADJUSTMENT

This feature is mostly used when the generator is coupled to turbo charged engines with limited block load acceptance. The feature works by increasing the V/Hz slope to give greater voltage roll off in proportion to speed. With the DIP control fully anti-clockwise, the generator voltage will follow the normal V/Hz line as the speed falls below nominal. Turning the DIP control clockwise provides greater voltage roll off aiding engine recovery.

DWELL

This feature is mostly used when the generator is coupled to turbo charged engines with limited block load acceptance. The feature works by introducing a delay between speed recovery and voltage recovery and allows a greater DIP setting without instability. With the DWELL control fully anti-clockwise, the generator voltage will follow the V/Hz line. Turning the DWELL control clockwise increase the delay time between speed recovery and voltage recovery.

CURRENT LIMIT (I LIMIT) ADJUSTMENT

This feature is mostly used to limit short circuit current or to provide a current limit on motor starting. To use this feature, current limit CT's of the correct ratio need to be connected to the AVR S1 S2 terminals. There is an internal time limit of 10 seconds. Consult the factory before using this feature.

OVER VOLTAGE (OVER V) ADJUSTMENT

This adjustment is set and sealed in the works and should not be tampered with. An over voltage condition is indicated by the illumination of the red LED which also indicates under-speed running and over-excitation.

The generator must be stopped to reset an over-voltage trip.

RAMP

The AVR includes a soft start or voltage ramp-up circuit to control the rate of voltage build up, when the generator runs up to speed. This is normally pre-set and sealed to give a voltage ramp-up time of approximately 3 seconds. If required, this can be adjusted between the limits defined in the specification.



Barnack Road • Stamford • Lincolnshire • PE9 2NB Tel: 00 44 (0)1780 484000 • Fax: 00 44 (0)1780 484100



Thermosiphon Heating Systems CB·CL·WL



CB heater with thermostat shown



CL heater without thermostat shown

Hotstart's CB, CL and WL Thermosiphon heating systems are coolant preheaters developed to maintain optimal temperatures for diesel and gas engines in stationary land power, marine, construction equipment, and truck applications.





HEAVY DUTY HEATING

Œ

OEMs expect dependable heating for their engines. Hotstart's Thermosiphon Tank Heaters are the industry standard for consistent, reliable coolant heating for stationary power, equipment, marine and truck applications.



SAFE AND EASY OPERATION

Pressure die-cast aluminum tank construction means Hotstart heaters are built to last. Each unit includes a hi-limit safety thermostat rated for 205 °F (95 °C) ensuring safe operation day to day, year after year.



PRECISE HEATING CONTROL

Keeping critical fluids heated is key to easy engine starts regardless of ambient temperature. The CB, CL and WL heaters come with or without flow-through thermostats for precise heat control. The heaters can be configured with fixed or adjustable thermostats to best meet your heating needs.



EQUIPMENT MANUFACTURERS SOLUTION

The CB, CL and WL heaters are ideal for OEM specifications requiring a wide range of heat power and phase options that can be hard wired into existing power systems.

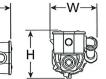




Thermosiphon Heating System **CB • CL • WL**



B Heater with thermostat shown
L
5.75"
146mm
146mm



CB Model									
Length (L)	Width (W)	Height (H)	Weight						
20.1″	5.1″	5.2″	6.9 lbs						
510 mm	129 mm	132 mm	3 kg						

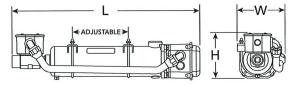
CB / CL System							
Phase	single-phase (1 Ø)						
Voltage	120V 208V 240V 277V 380V <mark>480V</mark>						
Ingress	NEMA 4						
Min./Max. Ambient Temp.	-4-104°F (-20-40°C)						
Certification	UL/C-US listed, CE-compliant						

CB / CL Coolant									
Fluid Type	Water Coolant mix (50% water/50%								
CB Heat Power	1.5kW		2kW	2.5 kW					
CL Heat Power	3kW		4kW	5kW					
Temp. Control	F	Fixed, 1	00–120°F (38	3−49°C)					
Temp. High-limit			205°F (96°C)						
Max. Pressure	ax. Pressure			a)					
Inlet/Outlet	1" NPT								

Temperature Range		
ON	OFF	
80°F (27°C)	100 °F (38 °C)	
100°F (38°C)	120 °F (49 °C)	
120°F (49°C)	140°F (60°C)	

Options shown represent typical tested or certified configurations. Additional options or configurations may be available. For assistance with your heating system application, contact Hotstart at 509.536.8660 or <u>sales@hotstart.com</u>. CL / WL Heater with

thermostat shown



CL / WL Models					
Length (L)	Width (B)		Heigh	t (H)	Weight
23.5"	6.2"		5.8	}	10 lbs
597 mm	158 mm		147 n	nm	4.5 kg
WL System					
		three	-phase (3	3 Ø)	
Voltage		208V	240V	400V	480V 575V
		I	NEMA 4		
Min./Max. Ambient Temp.		-4–104°F (-20–40°C)			40 °C)
C		CE	-complia	nt	

WL Coolant				
Fluid Type	Water Coolant mix (50% water/50% glycol)			
WL Heat Power	2.5kW 4kW 5kW			
Temp. Control	Fixed, 100–120°F (38–49°C)			
Temp. High-limit	205°F (96°C)			
Max. Pressure	125 psi (860 kPa)			
Inlet/Outlet	1" NPT			

Temperature Range				
ON OFF				
80°F (27°C)	100 °F (38°C)			
100°F (38°C)	120°F (49°C)			
120°F (49°C)	140°F (60°C)			
	e 90–130°F -54°C)			

Options shown represent typical tested or certified configurations. Additional options or configurations may be available. For assistance with your heating system application, contact Hotstart at 509.536.8660 or <u>sales@hotstart.com</u>.



DGC-2020HD DIGITAL GENSET CONTROLLER

The DGC-2020HD Digital Genset Controller is a rugged, reliable, and easy to use all-in-one genset control and load share system. It is designed to be a high end controller that will be well suited for mains fail, paralleled units and systems with multiple buses. The DGC-2020HD has all of the necessary items for complete genset control, protection, and metering with a massive, but easy to use programmable logic system.

- Three Phase Generator Metering
- Up to 2 buses with 3 phase voltage metering
- · 3 Dedicated Generator CT's with up to 4 Auxiliary CT's
- Engine Metering
- Genset Control
- Generator Protection includes 27, 59, 81O/U, 32 and 40Q
- · Resistor Sender Inputs for Oil Pressure and Coolant Temperature (Option for Analog Senders available)
- Dual CAN bus ports (One for SAE J1939 Engine ECU's and one for Expansion Modules)
- · Dual Ethernet ports (Fiber Ethernet is available as an option)
- Load Sharing Capabilities of kW and kVARs over Ethernet

1VA

- Load Share Line compatibility (0-10Vdc)
- · Zero Power Transfer Capabilities
- Ground Fault Relay certified to UL1053

FEATURES

- 2 Analog Inputs [Up to 4 with Analog Sender Option]
- Governor and AVR Bias Outputs (Reprogrammable to general Analog Outputs)
- 16 Contact Inputs , 12 Contact Outputs (Pre-Start/Start/Run are not included in that total)
- Three Programmable LEDs for customized annunciation
- · Connects to up to 4 AEM-2020's and 4 CEM-2020's
- · Configurable Protection with up to 371 different parameter's

(continued on page 2)

- · Configurable Elements for customizable alarms
- · Real Time Analysis feature
- Extensive programmable logic with BESTlogic[™]Plus
- UL6200 Recognized
- · Remote annunciation with the RDP-110
- · Multilingual (include Spanish, French and German)
- NFPA-110 Compatible

SPECIFICATIONS

Operating Power		Voltage	
Nominal:	12 or 24 Vdc	Range:	12-576VrmsL-L
Range:	6 to 32Vdc	Frequency Range:	10-90Hz
Power Consumption:		1 Second Rating:	720Vrms
Sleep Mode:	12.7W	Burden:	1VA Metering
Normal Operation:	18.1W	Range:	0-576Vac
Maximum:	25W	Metering Accuracy:	1% of Rated
Battery Ride Through:	Starting at 10Vdc, withstands		
	cranking ride-through down to	Frequency	
	0Vdc for 50mS	Metering Range:	10-90Hz
		Metering Accuracy:	0.25%

Current

Continuous Rating: 1 Second Rating: Burden: Metering Range: Metering Accuracy:

1Aac Units 5Aac Units 0.1 to 7.5Aac 0.02 to 1.5Aac 10Aac 50Aac 1-5,000Aac 1% of Rated

SPECIFICATIONS, continued

Engine System Inputs

Engine Speed Sensing: Magnetic Pickup Voltage Range: 6-70V_{p-p} Frequency Range: 32 to 10,000Hz Generator Voltage Range: 12-576Vrms

Resistive Senders

Fuel Level: Coolant Temp Sensing: Oil Pressure Sensing:

Inputs and Outputs

Analog Input Ratings: AVR Bias Output: Governor Bias Output: Load Share Line: Contact Output Ratings: Start, Run and Prestart Relay: Programmable (12): 4-20mA or ±10Vdc 4-20mA or ±10Vdc 4-20mA, ±10Vdc or PWM 0 to 10Vdc 30Adc at 28Vdc, 3A pilot duty

2Adc at 28Vdc, 1.2A pilot duty

Generator Protections

(27) Undervoltage, (59) Overvoltage, (810) Overfrequency,
(81U) Underfrequency, (81ROCOF) Rate of Change of
Frequency, (32) Reverse/Forward Over/Under Power,
(40Q) Loss of Excitation/Reverse VARs, (51) Timed
Overcurrent, (47) Phase Voltage Imbalance, (78) Vector Shift

5 to 250Ω

5 to 250Ω

5 to 2,750Ω

Environmental

Operating Temperature: -40° to +70°C (-40° to +158°F) Storage Temperature: -40° to +85°C (-40° to +185°F) Humidity: IEC 68-2-78 Salt Spray: IEC 60068 IEC IP56 for the front panel Shock: Ingress Protection: 15G in three perpendicular planes 3-25Hz at 1.6mm (.063") peak Vibration: amplitude 25-2,000Hz at 5Gs HALT (Highly Accelerated Life Testing)

> IEC 255-5 EN60644-1

EN61000-4-4

EN61000-4-2

Type Tests:

Dielectric Strength: Impulse: Transients: Static Discharge:

Agency Approvals

CSA Approval, NFPA Compliance, CE Compliance, UL1053 Recognized

Physical

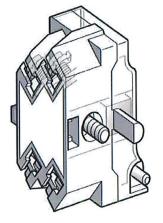
Weight: Dimensions (W x H x D): 5.50lb (2.5kg) 12.29" x 8.79" x 3.32" (312mm x 223mm x 84mm)

Emergency, Break-Glass Operator Operador de emergencia, accionado por rompimiento de vidrio Opérateur d'urgence à verre brisé

Class Clase Classe	Type Tipo Type	Application Aplicación Application	JL Listed for use on a flat surface of enclosure types: Registrado por UL para utilizar sobre una superficie plana de gabinetes tipo: Homologué par UL pour utilisation sur une surface plate des armoires de type :
9001	K15	Heavy Duty Uso pesado Fort calibre	1, 2, 3, 3R, 4, 6, 12 & 13
			A DANGER / PELIGRO / DANGER
EXPLO Disconn servicin Electric	SION, O nect all p g.	ECTRIC SHOCK R ARC FLASH ower before will result in dea 'y.	PELIGRO DE DESCARGA ELÉCTRICA, RISQUE D'ÉLECTROCUTION, EXPLOSIÓN O DESTELLO POR ARQUEO D'EXPLOSION OU D'ÉCLAIR D'ARC Desconecte todas las alimentaciones antes de efectuar el servicio. Coupez toutes les alimentations avant l'entretien.
		Full V	ew / Vista completa / Vue complète
P Q Q		E A A	The metal locking thrust washer (C) is required to ground the 9001K operator per IEC 1131-2. Se necesita la roldana de metal de seguridad de bloqueo (C) para aterrizar el operador 9001K por IEC 1131-2. La rondelle métallique de butée de verrouillage (C) est exigée pour mettre l'opérateur 9001K à la terre selon IEC 1131-2.
A. oper	ator	Legend	Leyenda Légende A. operador A. opérateur
B. ring C. locki D. trim E. liner F. com G. pane J. meta K. plast L. align M. ring N. nipp O. glass P. ham	nut asse ng thrus washer pensatin al legend tic legen ment tal nut wrer le insert s insert mer nting clip	t washer g gaskets l plate d plate p bch (K95) o for hammer	B.ensamble de la tuerca arilloB.assemblage de l'écrou de blocageC.roldana de seguridad de bloqueoC.rondelle de butée de verrouillageD.roldana del marcoD.rondelle de garnitureE.revestimiento protectorE.revêtementF.empaques de compensaciónG.panelJ.placa leyenda metálicaJ.plaque à légende en métalK.placa leyenda de plásticoK.plaque à légende en plastiqueL.lengüeta de alineamientoL.languette d'alignementM.llave para tuercas (K95)N.inserto de blocage (K95)N.inserto de boquillaO.lentille de verreP.martilloP.marteauQ.clip de montaje para el martilloQ.pince de montage pour marteauR.vis de pince de montageR.vis de pince de montage

CE

contact block with protected terminals - 9001K - 1 C/O standard - silver alloy



Main	
Commercial Status	Commercialised
Range of product	Harmony 9001K
Product or component type	Contact block with protected terminals
Device short name	9001K

Complementary

Product weight	0.06 lb(US) (0.027 kg)
Contacts operation	Standard
Positive opening	Without
Connections - terminals	Screw clamp terminals (1 x 0.222 x 1.5 mm ²) conforming to IEC 60947-1
Tightening torque	7.08 lbf.in (0.8 N.m) conforming to IEC 60947-1
Shape of screw head	Cross slotted head
Contacts material	Silver alloy contacts
Short circuit protection	10 A cartridge fuse conforming to IEC 60947-5-1
[Ith] conventional free air thermal current	10 A
[Ui] rated insulation voltage	250 V (degree of pollution: 3) conforming to IEC 60947-1
[Uimp] rated impulse withstand voltage	2.5 kV conforming to IEC 60947-1
[le] rated operational current	0.55 A at 125 V DC-13, A600-Q600 conforming to NEMA 3 A at 240 V AC-15, A600-Q600 conforming to NEMA
[lcm] rated short-circuit making capacity	<= 0.55 kA at 125 V DC-13 <= 0.27 kA at 250 V DC-13, 7200 VA <= 0.1 kA at 600 V DC-13, 7200 VA <= 60 kA at 120 V AC-15, 7200 VA <= 30 kA at 240 V AC-15, 7200 VA <= 15 kA at 480 V AC-15, 7200 VA <= 12 kA at 600 V AC-15, 7200 VA
Rated breaking capacity	<= 1.5 kA at 480 V AC-15, 720 VA <= 1.2 kA at 600 V AC-15, 720 VA <= 0.55 kA at 125 V DC-13 <= 0.27 kA at 250 V DC-13 <= 0.1 kA at 600 V DC-13 <= 6 kA at 120 V AC-15, 720 VA <= 3 kA at 240 V AC-15, 720 VA

Environment

Protective treatment	тс
Ambient air temperature for storage	-40158 °F (-4070 °C)
Ambient air temperature for operation	-13158 °F (-2570 °C)
Class of protection against electric shock	Class II
IP degree of protection	IP20 conforming to IEC 60529

Standards	EN/IEC 60947-1
	EN/IEC 60947-5-1
	EN/IEC 60947-5-4
	JIS C 4520
	JIS C 852
	UL 508
	CSA C22.2 No 14
Product certifications	NEMA
	UL 508
Vibration resistance	7 gn (f = 2500 Hz) conforming to IEC 60068-2-6
Shock resistance	50 gn conforming to IEC 60068-2-27

Ordering and shipping details

Category	21434 - 9001 KA CONTACT BLOCKS	
Discount Schedule	CS1	
GTIN	00785901880004	
Nbr. of units in pkg.	1	
Package weight(Lbs)	0.06	
Product availability	Stock - Normally stocked in distribution facility	
Returnability	Y	
Country of origin	MX	

Offer Sustainability

Sustainable offer status	Not Green Premium product			
RoHS	Compliant - since 0921 -			
REACh	Reference not containing SVHC above the threshold			

empty control station - 9001K - aluminium - 1 cut-out Ø 30



Main

Range of product	Harmony 9001K Harmony 9001SK
Product or component type	Empty enclosure
Device short name	9001K
Number of cut-out	1 cut-out
Cable entry	1 entry tapped for 3/4" cable gland

Complementary

Product destination	For Ø 30 mm control and signalling units
Material	Aluminium
Product weight	1.17 kg

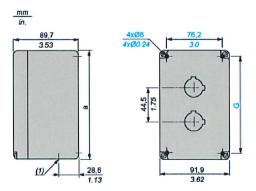
Environment

Protective treatment	TH
Ambient air temperature for storage	-4070 °C
Ambient air temperature for operation	-2570 °C
Class of protection against electric shock	Class II conforming to IEC 61140
NEMA degree of protection	NEMA 6 NEMA 4 NEMA 3 NEMA 13 NEMA 12 NEMA 1

Product data sheet Dimensions Drawings

Dimensions

Below drawing shows a 2-hole enclosure. Refer to the product characteristics to get the number of holes.



(1) Conduit thread: 9001 KY+: 3/4". 9001 TY+: 14 mm / 0.55 in.

a		G		
		mm in.		
101.6 4.00		69.9	2.75	



Battery Specifications

Taylor Power Systems sources batteries to exceed the engine manufacturer's specifications and to comply with NFPA 110 requirements for engine cranking cycles.

Maintenance free, top post design with polypropylene case and cover can withstand long periods of downtime and the harshest environments

GENERATOR MODEL	VOLTAGE	COLD CRANKING AMPS		RESERVE CAPACITY MINUTES
		0°F	32°F	
TD8 - TD30 TG25	12V	450	565	85
TG40 - TG150	12V	950	1170	175
TD55 - TD200	12V	950	1170	175
TD250 - TD750	24V	1100	1355	325
TG200 - TG800	24V	1100	1355	325
TD800 - TD2000	24V	1100	1355	325

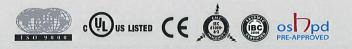
947 Industrial Park Drive • Clinton, MS 39056 • Phone (601) 922-4444 • Fax (601) 922-0800 • www.taylorpower.com

NRG Intelligent Engine Start Battery Charger



The Smart Choice for Mission-Critical Engine Starting

- Fast, accurate, mission-critical charging gives best starting reliability
- 4-rate, temperature-compensated output offers longest battery life
- Replace nearly any charger without planning ahead
- Industry-first battery-fault alarm helps dispatch service early
- Lasting reliability field MTBF > 1 million hours with industry-best warranty
- IBC seismic certification meets latest building codes, no installation delays
- Optional OSHPD pre-approval already approved for California hospital projects





NRG Battery Charger Benefits and Features



Failure to start due to battery problems is the leading cause of inoperable engine generator sets.

SENS NRG battery charger maximizes starting system reliability while slashing genset servicing costs:

One NRG replaces almost any charger without extra site visits. Installers can select or change at any time 120, 208 or 240 volts AC input, 12 or 24-volt battery and output settings optimized for nearly any lead-acid or nickel cadmium battery.

Easy to understand user interface provides state-of-the-art system status – including digital metering, NFPA 110 alarms and a battery fault alarm that can send service personnel to the site before failure to start.

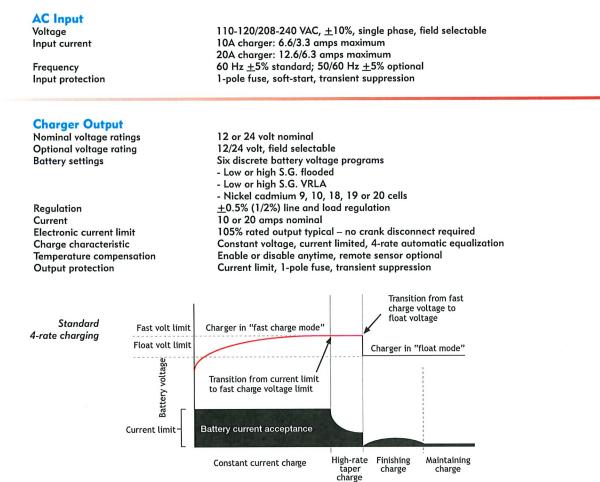
Batteries charged by NRG give higher performance and last longer. In uncontrolled environments precision charging by SENS increases battery life and watering intervals 400% or more.

NRG meets all relevant industry standards – including UL, NFPA 110 and CE. Seismic Certification per International Building Code (IBC) 2000, 2003, 2006. All units are C-UL listed. 50/60 Hz units add CE marking to UL agency marks.

EnerGenius reliability technology built into every charger includes:

- All-electronic operation with generous component de-rating
- Disconnected/reversed/incorrect voltage battery alarm and protection
- Protection of connected equipment against load dump transients
- Widest temperature rating, and overtemperature protection
- Superior lightning and voltage transient protection
- Demonstrated field MTBF > 1 million hours
- Standard 3-year warranty (10 years magnetics and power semiconductors) and available 10-year complete warranty with reimbursement of field service costs

NRG Specifications



User Interface, Indication and Alarms Digital meter Automo

Automatic meter alternately displays output volts, amps¹ <u>+</u>2% volts, <u>+</u>5% amps LED and Form C contact(s) per table:



Front panel status display

Accuracy

Alarms

Alarm System Functions				
	Alarm code "C" (meets requirements of NFPA 110)			
AC good	LED			
Float mode	LED			
Fast charge	LED			
Temp comp active	LED			
AC fail	LED and Form C contact ²			
Low battery volts	LED and Form C contact ²			
High battery volts	LED and Form C contact ²			
Charger fail	LED and Form C contact ²			
Battery fault ³	LED and Form C contact ²			

1. Three-position jumper allows user to select from three display settings: alternating volts / amps (normal), constant volts, or constant amps

2. Contacts rated 2A @ 30 VDC resistive

3. Battery fault alarm indicates these fault conditions:

- Battery disconnected - Battery polarity reversed - Mismatched charger

battery voltage - Open or high resistance charger to battery connection - Open battery cell or excessive internal resistance

Controls

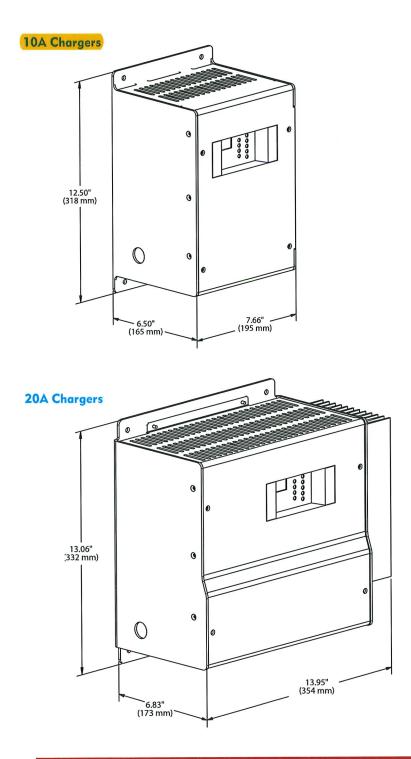
AC input voltage select Optional 12/24-volt output select Battery program select Meter display select Fast charger enable/disable Temp compensation enable Remote temp comp enable Field-selectable switch Field-selectable two-position jumper Field-selectable six-position jumper Field-selectable three-position jumper Field-selectable two-position jumper Standard. Can be disabled or re-enabled in the field Connect optional remote sensor to temp comp port



Simple field adjustments

Environmental	
Operating temperature	-20C to +60C, meets full specification to +45C
Over temperature protection	Gradual current reduction to maintain safe power device temperature
Humidity	5% to 95%, non-condensing
Vibration (10A unit)	UL 991 Class B (2G sinusoidal)
Transient immunity Seismic Certification	ANSI/IEEE C62.41, Cat. B, EN50082-2 heavy industrial, EN 61000-6-2 IBC 2000, 2003, 2006, 2009 Maximum S _{ds} of 2.28 g, Optional OSHPD pre-approval
Seismic Certification	The 2000, 2003, 2000, 2009 Maximum 3_{ds} of 2.20 g, Optional OST in D pre-approval
Agency Standards	
Safety	C-UL listed to UL 1236 (required for UL 2200 gensets), UL Category BBGQ,
	CSA standard 22.2 no. 107.2-M89
	CE: 50/60 Hz units DOC to EN 60335
Agency marking	60 Hz: C-UL-US listed
	50/60 Hz: C-UL-US listed plus CE marked
EMC	Emissions: FCC Part 15, Class B; EN 50081-2
	Immunity: EN 61000-6-2
NFPA standards	NFPA 70, NFPA 110. (NFPA 110 requires Alarms "C")
Optional agency compliance	OSHPD pre-approval
Construction	
Housing/configuration	Material: Non-corroding aluminum. C-UL listed enclosure.
Dimensions	See Drawings and Dimensions page for details
Printed circuit card	Surface mount technology, conformal coated
Cooling	Natural convection
Protection degree	Listed housing: NEMA-1 (IP20). Optional IP21 drip shield. Optional NEMA 3R enclosure
Damage prevention	Fully recessed display and controls
Electrical connections	Compression terminal blocks
Warranty	
Standard warranty	Three year parts and labor warranty (10 years magnetics and power semiconductors) from
Ontinenal warmants	date of shipment If specified at time of order, warranty coverage can be increased to reimburse customer's documen
Optional warranty	field service costs up to the original charger price or increased to 5 or 10 years with field service costs
	reimbursement. Contact the factory for full details
Optional features	50/(01)
Input	Input frequency, 50/60 Hz
Remote temp comp sensor	Recommended where battery and charger are in different locations
Drip shield meets s/b (IP21)	Protects from dripping water
NEMA 3R housing Field service warranty	Enables outdoor installation (remote temp sensor recommended) Reimbursement of customer field service expenses up to charger price for 3, 5, or 10 years

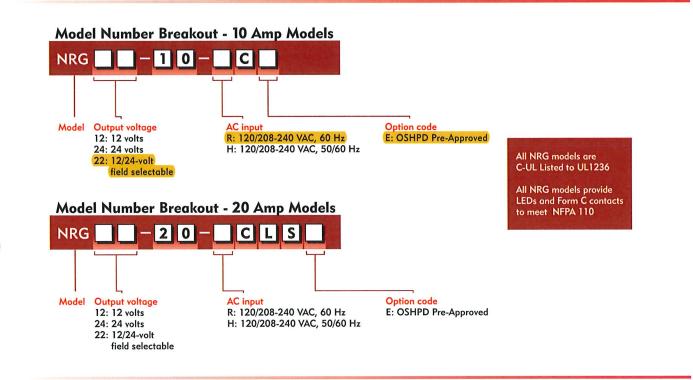
Drawings and Dimensions



	Housing	Dimensions To	able
Amps	Width	Depth	Height
10	7.66" (195 mm)	6.50" (165 mm)	12.50" (318 mm)
20	13.95" (354 mm)	6.83" (173 mm)	13.06" (332 mm)

		The second second			
		AN ALL AND	A PLANE		
Output volts	Output amps	Model	NFPA 110 Alarms	Lbs/Kg	Shipping Lbs/Kg
12	10	NRG12-10-RC	Yes	23 / 10.4	25/11.4
24	10	NRG24-10-RC	Yes	23 / 10.4	25/11.4
12/24	10	NRG22-10-RC	Yes	23 / 10.4	25 / 11.4
12	20	NRG12-20-RC	Yes	39 / 17.7	43 / 19.5
24	20	NRG24-20-RC	Yes	42 / 19.1	46 / 20.9
12/24	20	NRG22-20-RC	Yes	42 / 19.1	46 / 20.9

All models offer field-selectable input 120/ 208-240 volts. 60 Hz input is standard with C-UL listing. Optional 50/60 Hz input includes C-UL listing and adds CE mark.



The Smart Choice for Mission-Critical Engine Starting

Additional Information

Contact SENS or your local sales representative for additional specification, engineering and installation information. Check the SENS web site for latest available data. Specification is subject to change without notice.



Contact Information

For information and service on any SENS product, please contact us at: Sales 1.866.736.7872 • 303.678.7500 • Fax 303.678.7504 www.sens-usa.com • info@sens-usa.com 1840 Industrial Circle, Longmont, CO 80501 USA



PowerPacT[™] M-, P- and R-Frame, and ComPact[™] NS630b–NS3200 Circuit Breakers General Information

General Information

Introduction

PowerPacT[™] M-, P-, and R-frame and ComPact[™] NS630b–NS3200 electronic trip molded case circuit breakers are designed to protect electrical systems from damage caused by overloads, short circuits, and ground faults. All circuit breakers are designed to open and close a circuit by nonautomatic means and to open the circuit automatically on a predetermined overcurrent. Electronic trip molded case circuit breakers use an electronic trip system to signal the circuit breaker to open automatically.

The PowerPacT M-frame (800 A frame size), P-frame (1200 A frame size) and R-frame (3000 A frame size) circuit breakers are dual rated to UL489 and IEC 60947-2. The ComPact NS630b–NS1600 (1600 A frame size) and NS1600b–NS3200 (3200 A frame) circuit breakers are rated to IEC 60947-2 only.

M-frame molded case circuit breakers are equipped with a basic electronic trip system, which is available in an adjustable amperage trip unit capable of 300–800 A settings, or a fixed amperage device capable rated at 400 or 600 A. P-frame, R-frame and NS630b–NS3200 molded case circuit breakers are available with either a basic ET 1.0I electronic trip system or with a more advanced MicroLogic[™] trip system. Electronic trip motor circuit protectors (trip system ET 1.0M), which trip on short circuit only, and automatic molded case switches, which trip at a predetermined self-protection level only, are also available for special applications. All of these circuit breakers are available labeled as Square D[™] or Schneider Electric[™].

For information on other Square D brand PowerPacT molded case circuit breakers, see the Class 611 catalog: *PowerPacT H-, J-, and L-Frame Circuit Breakers*.

Features and Benefits

M-frame, P-frame, R-frame and NS630b-NS3200 electronic trip circuit breakers:

- Provide overload and short-circuit protection
- · Are true RMS sensing devices
- · Provide means to manually disconnect power to the circuit
- · Provide enhanced coordination by their adjustability
- · Provide high interrupting ratings and withstand ratings

Circuit breakers with MicroLogic trip units can also:

- Provide integral equipment ground-fault protection or alarm
- Provide communications
- · Provide power monitoring
- Provide protective relaying functions
- Provide zone-selective interlocking (ZSI), which can reduce damage in the event of a fault





Specifications

Electronic trip molded case circuit breakers have a molded case made of a glass-reinforced insulating material (thermal set composite resin) that provides high dielectric strength. These circuit breakers:

- Are available in either dual-rated Underwriters Laboratory[®] (UL[®]) / International Electrotechnical Commission[®] (IEC[®]) or IEC-only constructions
- Are also Canadian Standard Association[®] (CSA[®]) and Association of the Electrical Sector[®] (ANCE[®]) certified (dual-rated UL/IEC circuit breakers only)
- Are manufactured in unit-mount, I-Line[™] and drawout (P-frame and NS630b–NS1600) constructions
- Are available with either type ET or MicroLogic electronic tripping systems
- Provide optional power monitoring, communications, protective relaying, integral ground-fault
 protection for equipment and zone-selective interlocking functions
- Share common tripping of all poles
- Can be mounted and operated in any position¹
- Are equipped with an externally-accessible test port for use with hand-held and full-function test sets
- Are available in motor circuit protector and automatic molded case switch constructions
- Can be reverse connected, without restrictive LINE and LOAD markings
- Meet the requirements of National Electrical Code[®] (NEC[®]) Sections 240.6 by providing a means to seal the rating plug and trip unit adjustments

Codes and Standards

M-, P- and R-frame, and NS630b–NS3200 electronic trip circuit breakers and switches are manufactured and tested in accordance with the following standards:

Table 1: Standards

P. and R.Framo Switches		NS630b–NS3200 Circuit Breakers	NS630b–NS3200 Switches	
UL 489 ¹ IEC Standard 60947-2 CSA C22.2 No 5 Federal Specification W-C-375B/GEN NEMA AB1 NMX J-266 UTE, VDE, BS, CEI, UNE, CCC	UL 489 ² IEC Standard 60947-3 CSA C22.2 No 5 Federal Specification W-C-375B/GEN NEMA AB1 NMX J-266 UTE, VDE, BS, CEI, UNE	IEC Standard 60947-2 Federal Specification W-C-375B/GEN NEMA AB1 UTE, VDE, BS, CEI, UNE	IEC Standard 60947-3 Federal Specification W-C-375B/GEN NEMA AB1 UTE, VDE, BS, CEI, UNE	

PowerPacT M-frame circuit breaker is in UL File E10027. PowerPacT P-frame circuit breaker is in UL File E63335. PowerPacT R-frame circuit breaker is in UL File E10027.

PowerPacT P-frame switch is in UL File E103740. PowerPacT R-frame switch is in UL File E33117.

Circuit breakers should be applied according to guidelines detailed in the NEC and other local wiring codes.

1 ComPact NW circuit breakers are not available with I-Line terminations. (They cannot be mounted horizontally, only vertically.)





Circuit Breaker Ratings

Interrupting Rating

The interrupting rating is the highest current at rated voltage the circuit breaker is designed to interrupt under standard test conditions. Circuit breakers must be selected with interrupting ratings equal to or greater than the available short-circuit current at the point where the circuit breaker is applied to the system (unless it is a branch device in a series rated combination). Interrupting ratings are shown on the front of the circuit breaker. For grounded B phase interrupting ratings, see Data Bulletin 2700DB0202.

Table 2: UL/IEC Circuit Breaker Interrupting Ratings

	UL/CSA Ra	ting (60 Hz)			IEC 60947	-2 Rating (5	ing (50/60 Hz)		
Circuit Breaker ¹	3 Phase		Grounded B Phase (1Ø-3Ø)	240 Vac		380/415 Vac			
	240 Vac	480 Vac	600 Vac	240 Vac 2P	Icu	lcs	Icu	lcs	
MG	65 kA	35 kA	18 kA	65 kA	50 kA	25 kA	35 kA	20 kA	
MJ	100 kA	65 kA	25 kA	65 kA	65 kA	35 kA	50 kA	25 kA	
PG	65 kA	35 kA	18 kA	65 kA	50 kA	25 kA	35 kA	20 kA	
PJ	100 kA	65 kA	25 kA	65 kA	65 kA	35 kA	50 kA	25 kA	
РК	65 kA	50 kA	50 kA	65 kA	50 kA	25 kA	50 kA	25 kA	
PL	125 kA	100 kA	25 kA	65 kA	125 kA	65 kA	85 kA	45 kA	
RG	65 kA	35 kA	18 kA	35 kA	50 kA	25 kA	35 kA	20 kA	
RJ	100 kA	65 kA	25 kA	100 kA	65 kA	35 kA	50 kA	25 kA	
RK	65 kA	65 kA	65 kA	65 kA	85 kA	65 kA	70 kA	55 kA	
RL	125 kA	100 kA	50 kA	125 kA	125 kA	65 kA	85 kA	45 kA	

The K interrupting rating is recommended for applications having high inrush and/or non-linear loads such as large motors, transformers, motors with soft starts, etc.

Table 3: IEC Only Circuit Breaker Interrupting Ra

Circuit Breaker Interrup	Intermedia a Dating	220/240 Vac		380/415 Vac		440 Vac		500/525 Vac		660/690 Vac	
	Interrupting Rating	lcu	lcs	lcu	Ics	lcu	lcs	lcu	lcs	lcu	lcs
Electrically Operate	d										
NS630b-NS1600	N Interrupting Rating	50 kA	37 kA	50 kA	37 kA	50 kA	37 kA	40 kA	30 kA	30 kA	22 kA
NS630b-NS1600	H Interrupting Rating	70 kA	35 kA	70 kA	35 kA	65 kA	32 kA	50 kA	25 kA	42 kA	21 kA
NS630b-NS1000	L Interrupting Rating	150 kA	150 kA	150 kA	150 kA	130 kA	130 kA	100 kA	100 kA	_	—
Manually Operated	Manually Operated										
NS630b-NS1600	N Interrupting Rating	85 kA	50 kA	50 kA	50 kA	50 kA	50 kA	40 kA	40 kA	30 kA	30 kA
NS630b-NS1600	H Interrupting Rating	85 kA	52 kA	70 kA	52 kA	65 kA	48 kA	50 kA	37 kA	42 kA	31 kA
NS630b-NS1000	L Interrupting Rating	150 kA	150 kA	150 kA	150 kA	130 kA	130 kA	100 kA	100 kA	-	—
NS630b-NS800	R Interrupting Rating	200 kA	200 kA	200 kA	200 kA	200 kA	200 kA	100 kA	100 kA	75 kA	75 kA
NS1600b-NS3200	N Interrupting Rating	85 kA	65 kA	70 kA	52 kA	65 kA	65 kA	65 kA	65 kA	65 kA	65 kA
NS1600b-NS3200	H Interrupting Rating	125 kA	94 kA	85 kA	64 kA	85 kA	64 kA	Ι	-	Ι	-

Catalog Numbering System

The M-frame, P-frame, R-frame and NS630b–NS3200 circuit breakers and cradles follow a "smart" catalog numbering system. The following tables are intended as a tool to decipher existing catalog numbers. **They are not intended for use in building catalog numbers, as some combinations may not be available.** To build a catalog number, please see the *Digest*, the *Product Selector* or contact the local field office.

M-Frame, P-Frame and R-Frame Circuit Breaker Catalog Numbers

NOTE: Not all options are available on all frames.

Table 10: Catal	og Number for M-	, P- and R-Frame	(UL/IEC Dual-Rated) Circuit Breakers
-----------------	------------------	------------------	--------------------	--------------------

Field Position	Field Description	Options	Description
1	Brand Name	(blank)	Square D
1		N	Schneider Electric (Formerly Merlin Gerin brand)
2	Circuit Breaker Frame	М	800 A Max.
		P	1200 A Max.
		R	3000 A Max.
		G	35 kA @ 480 Vac
		J	65 kA @ 480 Vac
3		к	P-Frame: 50 kA @ 600 Vac R-Frame: 65 kA @ 600 Vac
		L	100 kA @ 480 Vac
	Connection	F	No Lugs
		L	Lugs on Both Ends
		м	Lugs on I/ON End
4		Р	Lugs on O/OFF End
		A	I-Line
		D	Drawout (Not Available on M and R Frames)
	Poles	2	2P
5		3	3P
£		4	4P
6	Voltage Rating	4	480 V
		6	600 V
7–9		###	Circuit Breaker Rating (120 = 1200 A)
	Ampere Rating	000	Automatic Switch Value
10		(none)	Standard Rated
10	Standard or 100% Rated	C	100% rated

Continued on next page





PowerPacT[™] M-, P- and R-Frame, and ComPact[™] NS630b–NS3200 Circuit Breakers General Information

Field Position	Field Description	Options	Description		
	Circuit Breaker Trip System	(none)	ET1.0 (M-Frame)		
		(none)	ET1.0I (P-Frame, R-Frame)		
		U31	MicroLogic™ 3.0 Trip Unit		
		U33	MicroLogic 5.0 Trip Unit		
		U41	MicroLogic 3.0A Trip Unit		
		U43	MicroLogic 5.0A Trip Unit		
		U44	MicroLogic 6.0A Trip Unit		
		U63	MicroLogic 5.0P Trip Unit		
		U64	MicroLogic 6.0P Trip Unit		
		U73	MicroLogic 5.0H Trip Unit		
		U74	MicroLogic 6.0H Trip Unit		
11–14	Automatic Switch Trip System ¹	S60	600 A ²		
		S80	800 A ²		
		S10	1000 A ²		
		S12	1200 A		
		S16	1600 A		
		S20	2000 A		
		S25	2500 A		
		S30	3000 A		
	Motor Circuit Protector Trip System	M68	1200–10000 A ²		
		M69	1500–10000 A ²		
		M70	1800–10000 A ²		
15	Rating Plug	A–H	See Table 80		
16-17	Modbus™ Communication	E1	Modbus BCM		
18	I-Line™ Phasing	See Digest, Product Selector			
For Factory-Instal	led Accessories, See Product Select	ctor			

Table 10: Catalog Number for M-, P- and R-Frame (UL/IEC Dual-Rated) Circuit Breakers

1 For more information on P-frame switches, see page 78. For more information on R-frame switches, see page 89.

² Not available on R-frame.



Schneider Gelectric

PowerPacT[™] M-, P- and R-Frame, and ComPact[™] NS630b–NS3200 Circuit Breakers PowerPacT P-Frame Molded Case Circuit Breakers

Table 44: UL/IEC Rated, Unit-Mount¹, Manually-Operated, 100%-Rated Electronic Trip Circuit Breakers with MicroLogic™ Electronic Trip Units

Trip Unit, Interchangeable 3P, 4P	Circuit Breaker Cat	talog Number ²									
	Current Rating (Sensor Rating)										
Туре	250 A ³	400 A	600 A	800 A	1000 A	1200 A					
MicroLogic Interchan	geable Standard Trip U	Init									
2.0.(1.)	PGL36025CU31A	PGL36040CU31A	PGL36060CU31A	PGL36080CU31A	PGL36100CU31A	PGL36120CU31A					
3.0 (LI)	PJL36025CU31A	PJL36040CU31A	PJL36060CU31A	PJL36080CU31A	PJL36100CU31A	PJL36120CU31A					
3P	PKL36025CU31A	PKL36040CU31A	PKL36060CU31A	PKL36080CU31A	PKL36100CU31A	PKL36120CU31A					
4P ⁴ (G & K only)	PLL34025CU31A	PLL34040CU31A	PLL34060CU31A	PLL34080CU31A	PLL34100CU31A	PLL34120CU31A					
5.0.(1.01)	PGL36025CU33A	PGL36040CU33A	PGL36060CU33A	PGL36080CU33A	PGL36100CU33A	PGL36120CU33A					
5.0 (LSI)	PJL36025CU33A	PJL36040CU33A	PJL36060CU33A	PJL36080CU33A	PJL36100CU33A	PJL36120CU33A					
3P	PKL36025CU33A	PKL36040CU33A	PKL36060CU33A	PKL36080CU33A	PKL36100CU33A	PKL36120CU33A					
4P ⁴ (G & K only)	PLL34025CU33A	PLL34040CU33A	PLL34060CU33A	PLL34080CU33A	PLL34100CU33A	PLL34120CU33A					
MicroLogic Interchar	igeable Ammeter Trip L	Jnit ⁵									
	PGL36025CU41A	PGL36040CU41A	PGL36060CU41A	PGL36080CU41A	PGL36100CU41A	PGL36120CU41A					
3.0A (LI)	PJL36025CU41A	PJL36040CU41A	PJL36060CU41A	PJL36080CU41A	PJL36100CU41A	PJL36120CU41A					
3P	PKL36025CU41A	PKL36040CU41A	PKL36060CU41A	PKL36080CU41A	PKL36100CU41A	PKL36120CU41A					
4P ⁴ (G & K only)	PLL34025CU41A	PLL34040CU41A	PLL34060CU41A	PLL34080CU41A	PLL34100CU41A	PLL34120CU41A					
	PGL36025CU43A	PGL36040CU43A	PGL36060CU43A	PGL36080CU43A	PGL36100CU43A	PGL36120CU43A					
5.0A (LSI)	PJL36025CU43A	PJL36040CU43A	PJL36060CU43A	PJL36080CU43A	PJL36100CU43A	PJL36120CU43A					
3P	PKL36025CU43A	PKL36040CU43A	PKL36060CU43A	PKL36080CU43A	PKL36100CU43A	PKL36120CU43A					
4P ⁴ (G & K only)	PLL34025CU43A	PLL34040CU43A	PLL34060CU43A	PLL34080CU43A	PLL34100CU43A	PLL34120CU43A					
	PGL36025CU44A	PGL36040CU44A	PGL36060CU44A	PGL36080CU44A	PGL36100CU44A	PGL36120CU44A					
6.0A (LSIG)	PJL36025CU44A	PJL36040CU44A	PJL36060CU44A	PJL36080CU44A	PJL36100CU44A	PJL36120CU44A					
3P	PKL36025CU44A	PKL36040CU44A	PKL36060CU44A	PKL36080CU44A	PKL36100CU44A	PKL36120CU44A					
4P ⁴ (G & K only)	PLL34025CU44A	PLL34040CU44A	PLL34060CU44A	PLL34080CU44A	PLL34100CU44A	PLL34120CU44A					
MicroLogic Interchar		t with Modbus® Comm	unications								
	PGL36025CU63AE1	PGL36040CU63AE1	PGL36060CU63AE1	PGL36080CU63AE1	PGL36100CU63AE1	PGL36120CU63AE1					
5.0P (LSI)	PJL36025CU63AE1	PJL36040CU63AE1	PJL36060CU63AE1	PJL36080CU63AE1	PJL36100CU63AE1	PJL36120CU63AE1					
3P	PKL36025CU63AE1	PKL36040CU63AE1	PKL36060CU63AE1	PKL36080CU63AE1	PKL36100CU63AE1	PKL36120CU63AE1					
4P ⁴ (G & K only)	PLL34025CU63AE1	PLL34040CU63AE1	PLL34060CU63AE1	PLL34080CU63AE1	PLL34100CU63AE1	PLL34120CU63AE1					
	PGL36025CU64AE1	PGL36040CU64AE1	PGL36060CU64AE1	PGL36080CU64AE1	PGL36100CU64AE1	PGL36120CU64AE1					
6.0P (LSIG)	PJL36025CU64AE1	PJL36040CU64AE1	PJL36060CU64AE1	PJL36080CU64AE1	PJL36100CU64AE1	PJL36120CU64AE1					
3P	PKL36025CU64AE1	PKL36040CU64AE1	PKL36060CU64AE1	PKL36080CU64AE1	PKL36100CU64AE1	PKL36120CU64AE1					
4P ⁴ (G & K only)	PLL34025CU64AE1	PLL34040CU64AE1	PLL34060CU64AE1	PLL34080CU64AE1	PLL34100CU64AE1	PLL34120CU64AE1					
MicroLogic Interchar		Unit with Modbus Com	munications			1					
	PGL36025CU73AE1	PGL36040CU73AE1	PGL36060CU73AE1	PGL36080CU73AE1	PGL36100CU73AE1	PGL36120CU73AE1					
5.0H (LSI)	PJL36025CU73AE1	PJL36040CU73AE1	PJL36060CU73AE1	PJL36080CU73AE1	PJL36100CU73AE1	PJL36120CU73AE1					
3P	PKL36025CU73AE1	PKL36040CU73AE1	PKL36060CU73AE1	PKL36080CU73AE1	PKL36100CU73AE1	PKL36120CU73AE1					
4P ⁴ (G & K only)	PLL34025CU73AE1	PLL34040CU73AE1	PLL34060CU73AE1	PLL34080CU73AE1	PLL34100CU73AE1	PLL34120CU73AE1					
	PGL36025CU74AE1	PGL36040CU74AE1	PGL36060CU74AE1	PGL36080CU74AE1	PGL36100CU74AE1	PGL36120CU74AE1					
6.0H (LSIG)	PJL36025CU74AE1	PJL36040CU74AE1	PJL36060CU74AE1	PJL36080CU74AE1	PJL36100CU74AE1	PJL36120CU74AE1					
3P 4P ⁴ (G & K only)	PKL36025CU74AE1	PKL36040CU74AE1	PKL36060CU74AE1	PKL36080CU74AE1	PKL36100CU74AE1	PKL36120CU74AE1					

1 Catalog numbers are for circuit breakers with lugs on line and load ends. Consult the product selector for catalog numbers for circuit breakers with alternate terminations.

² The L interrupting rating at 600 Vac is 25 kA.

³ 250 A is not available as a four pole circuit breaker.

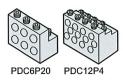
4 For 4P (available in G and K interrupting levels only), replace the leading 3 in the catalog number following the prefix with a 4 (PGL36040CU31A becomes PGL46040CU31A).

⁵ Add E1 suffix for Modbus communications.

02/2021



PowerPacT[™] M-, P- and R-Frame, and ComPact[™] NS630b–NS3200 Circuit Breakers Accessories



Power Distribution Connectors

Power distribution connectors (PDCs) are available for M-frame, P-frame and NS630b–NS1250 unitmount circuit breakers as field-installable kits. They can be used for multiple load wire connections on one circuit breaker. Each is UL Listed for copper wire only. Power distribution connectors are for use on the O/OFF end of the circuit breaker only, and the O/OFF end must be connected to the load. PDCs are for use in UL508 applications only.

Control Wire Terminations

Mechanical lug kits are available with provisions for control wire terminations. The control wire is crimped to a standard ring-type wire crimp terminal (not included) and secured to the lug using the #6-32 screw included in the kit. These lugs are UL and CSA Recognized as a circuit breaker component.

These lugs are available factory installed or as field-installable kits. For factory-installed control wire terminations, add the suffix from the table below in the lug option field of the catalog number.

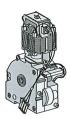
Table 90:	Control Wire Termination	
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Termination Code	Control Wire Location	Control Wire Suffix
L	Both ends	LW
М	. ON end only	LU
Р	OFF end only	LV

Table 91:	Lug Kits
-----------	----------

	Catalog		Circuit	Lugs	Max.	Con	ductors/Lug
Lug Type	Number	Used On	Breaker Type	Per Kit ¹	Amp. Rating	No.	Range
	AL800M23K	M-Frame, P-Frame ≤ 800 A, NS630b–NS800	Unit-Mount, I-Line	3, 4	800	3	3/0 AWG–500 kcmil (95–250 mm²)
	AL800P6K	M-Frame, P-Frame ≤ 800 A ³ , NS630b–NS800	Unit-Mount, I-Line	3, 4	800	2	3/0 AWG–600 kcmil (95–300 mm²)
	AL800P7K	M-Frame, P-Frame ≤ 800 A ³ , NS630b–NS800	Unit-Mount, I-Line	3	770	2	3/0 AWG–750 kcmil (95–400 mm ²); ComPact AL 750 kcmil (400 mm ²) only
	AL1200P24K	M-Frame, P-Frame > 800 A³, optional for P-Frame≤ 800 A, NS630b–NS1200	Unit-mount, I-Line	1	1200	4	3/0 AWG–500 kcmil (95–250 mm ²)
Aluminum Mechanical Lug ²	AL1200P25K	P-Frame > 800 A, optional for P-Frame ≤ 800 A, NS630b–NS1200	Unit-Mount	3, 4	1200	4	3/0 AWG-500 kcmil (95-250 mm ²)
	AL1200R53K	R-Frame, NS1600b–NS3200	I-Line	1	1200	4	3/0 AWG–600 kcmil (95–300 mm ²)
	AL1200P6KU	P-Frame > 800 A, optional for P-Frame ≤ 800 A, NS630b–NS1200	Unit-Mount	3	1200	3	350-600 kcmil (185-300 mm ²)
	AL1200P7KU	P-Frame ≤ 800 A ³ , NS630b–NS800	Unit-Mount	3	1155	3	3/0 AWG–750 kcmil (95–400 mm ²); ComPact AL 750 kcmil only
	AL2500RK	R-Frame, NS1600b–NS3200	Unit-Mount	2	2500	1	1/0 AWG–750 kcmil (50–400 mm²)





Spring-Charging Motors (MCH)

The spring-charging motor automatically charges the spring mechanism for closing the circuit breaker and also recharges the spring mechanism when the circuit breaker is in the ON position. Instantaneous reclosing of the circuit breaker is thus possible following circuit breaker opening. The spring-mechanism charging handle is used only as a backup if auxiliary power is absent.

The spring-charging motor is equipped as standard with a limit switch contact (CH) that signals the charged position of the mechanism (springs charged).

Spring-Charging Motor Characteristics

Characteristics		МСН				
Veltere Detines (V/	Vac 50/60 Hz	48-60, 100-130, 200-250, 240-277, 380-415, 400-440, 480				
Voltage Ratings (Vn)	Vdc	24-30, 48-60, 100-125, 200-250				
Operating Threshold		0.85 to 1.1 V _n				
Power Consumption		180 VA				
Motor Overcurrent		2–3 x I _n for 0.1 s				
Charging Time		4 s maximum on NW, 3 s maximum on NT				
Duty Cycle		3 cycles per minute maximum				
Endurance		10,000 cycles for NW < 4000 A				
Endurance		5000 cycles for NW \ge 4000 A				
CH Contact		10 A at 240 V				

Spring-Charging Motors for Electrically-Operated Circuit Breakers

	-		Factory	Field-	Replacen	nent Coils
Description		d Voltage 9%/-15%)	Installed Cat. No. Suffix	Replacement Spring Charging Motor Cat. No.	Factory Installed Cat. No. Suffix	Opening/Closing Coil Cat. No.
		48	ML	S47391	SL	S33660
	Vac	100-130	MA	S47395	SA	S33661
	vac	220-240	MC	S47396	SC	S33662
Standard Motor for		380-415	MF	S47398	SH	S33664
Electrically-Operated Circuit Breakers		24-30	MO	S47390	SK	S33659
	Vdc	48-60	MV	S47391	SL	S33660
	Vuc	110/130	MR	S47392	SA	S33661
		200/250	MS	S47393	SC	S33662
		48	NL	S47391	EL	S33034
	Vee	100-130	NA	S47395	EA	S33035
0	Vac	220-240	NC	S47396	EC	S33036
Communicating Motor Mechanism for		380-415	NF	S47398	EH	S33038
Electrically-Operated		24-30	NO	S47390	EK	S33033
Circuit Breakers	Vala	48-60	NV	S47391	EL	S33034
	Vdc	110-130	NR	S47392	EA	S33035
		200-250	NS	S47393	EC	S33036



QO[®] Circuit Breaker Load Centers—Class 1130 Technical Information

Main Lugs and Main Circuit Breaker Ratings

Single-Phase, Three-Wire, 120/240 Vac; Main Lugs Indoor

Mains Rating in Amps	Load Center Catalog Number	Load Center Cover Catalog Number	UL Listed Service Equipment (See notes)	Maximum UL Short Circuit Rating ¹	MainWireSize AWG/kcmil Al/Cu	Enclosure No. (Page 26)	Top orBottom Mains Position	UL Listed fo Corner Grounded Delta Systems
ixed Mains	– Factory-Installed Main L	ugs						
30	QO2L30S	Included	No	10,000 A	#12 10 Al #14 10 Cu	1	Тор	No
70	QO24L70F/S	Included	В	10,000 A	#12 3 Al #14 4 Cu	2	Тор	No
	QO612L100F/S	Included	B, C	10,000 A	#8 1	4	Тор	
100	QO612L100DF/S	Included	B, C	10,000 A	#8 1	4	Тор	No
	QO612L100DFCU/SCU	Included	B, C	10,000 A	#8 1	4	Тор	1
	QO816L100F/S	Included	B, C	10,000 A	#8 1	4	Тор	
100	QO816L100DF/S	Included	B, C	10,000 A	#8 1	4	Тор	No
	QO816L100DFCU/SCU	Included	B, C	10,000 A	#8 1	4	Тор	
125	QO148L125GF/S	Included	B, C	10,000 A	#12 2 /0 Al #14 2/ 0 Cu	21	Тор	No
	Mains – Factory-Installed Frame Size – Convertible 1 Q0112L125G		aker – Copper B	us 65,000 A ^{2 3}	#6 2/ 0	6	Both	
				65,000 A ^{2 3}	#6 2/ 0	6	Both	
	Q011224L125G	QOC16UF/S	B, C	65,000 A ^{2 3}		7		Yes
	QO116L125G	QOC24UF/S	B, C	65,000 A ^{2 3}	#6 2/ 0	7	Both	
125	QO11624L125G	QOC24UF/S	B, C	65,000 A ^{2 3}	#6 2/ 0		Both	
	QO120L125G	QOC24UF/S	В		#6 2/ 0	7	Both	
	QO12024L125G	QOC24UF/S	В	65,000 A ^{2 3}	#6 2/ 0	7	Both	-
	QO124L125G	QOC24UF/S	В	65,000 A ^{2 3} 65,000 A ^{2 3}	#6 2/ 0	7 8	Both	-
	QO132L125G Mains – Factory-Installed Frame Size – Convertible		B eaker – Copper B		#6 2/ 0	0	Both	
	QO12030L125G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	
150	QO124L150G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	Yes
	QO130L150G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	1
	QO112L200G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	
	QO12436L200TFT	QOC40UF/S	B, C	65,000 A ^{2 3}	#6 25 0	10	Both	1
200	QO130L200G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	Yes
	QO13040L200G	QOC30UF/S	B, C	65,000 A ^{2 3}	#6 25 0	9	Both	1
	QO140L200G	QOC40UF/S	B, C	65,000 A ^{2 3}	#6 25 0	10	Both	1
225	QO142L225G	QOC42UF/S	В	65,000 A ^{2 3}	#6 30 0	11	Both	Yes
Fixed Mains	– Factory-Installed Main L	uas					_	I
	QON12LS400 (Interior)				(1)1/0 750			
	MH50 (Enclosure)	MHC50VF/S	С	65,000 A ⁴	(2)1/0 300	15	Both	Yes
					(1)1/0 750			+
	QON30LS400 (Interior)		No	65,000 A ⁴	1 1.7	1 45	Both	Yes
400	QON30LS400 (Interior) MH50 (Enclosure)	MHC50QVF/S	No	65,000 A 4	(2)1/0 300	15	Boui	100
400	QON30LS400 (Interior) MH50 (Enclosure) QON42LS400 (Interior)	MHC50QVF/S MHC53QVF/S	No	65,000 A ⁴	(2)1/0 300 (1)1/0 750	- 15	Both	Yes

¹ Short circuit current rating depends on lowest AIR rating of main or branch circuit breaker installed.

² UL Listed for 5000 A rms symmetrical short circuit rating when used in 3-phase, 240 Vac, corner grounded Delta systems, when used as main lugs load center only. Use 240 Vac circuit breakers only.

³ 22,000 A rms symmetrical maximum when supplied by integral type QOM-VH main circuit breaker from Square D[®] with 22,000 A rms symmetrical minimum interrupting rating and when all installed QO[®] branch circuit breakers have 10,000 A rms symmetrical minimum interrupting rating.

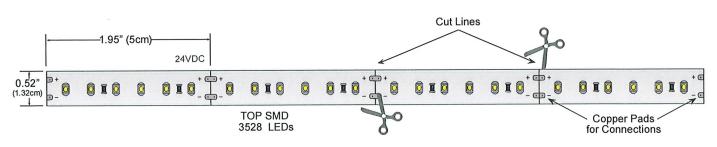
⁴ UL Listed for 5000 A rms symmetrical short circuit rating when used on 3-phase, 240 Vac, corner grounded Delta systems. Use 240 Vac circuit breakers only.

B UL Listed as suitable for use as service equipment (neutral bonded at the time of installation) with field-installed service disconnect.

C UL Listed as suitable for use as service equipment (neutral bonded at the time of installation) when not more than six service disconnecting means are provided and when not used as a lighting and appliance branch circuit panelboard.

Ribbon Star Ultra, Waterproof 24V LED Light Strip - 118" SPECIFICATIONS E469048 PRODUCT NAME Ribbon Star Ultra, Waterproof LED Strip Light - UL 24VDC - 118" **SKUs** White: RL-SC-RSU24-T-W-10, Warm White: RL-SC-RSU24-T-WW-10 DESCRIPTION UL Listed Ribbon Star Ultra Waterproof 24V is an Ultra bright, fully outdoor rated 24VDC LED Strip Light. With a 24V power rating this Strip Light is the brightest waterproof strip light that we sell. The TPU coating (Thermoplastic Polyurethane) gives Ribbon Star Ultra an IP68 outdoor rating. Making it fully waterproof, submersible, and UV proof. Ribbon Star Ultra LED Strip Light provides a perfect light source for any indoor, outdoor and underwater lighting projects. The Strip Light can be cut every 2 inches and can be connected in series up to 30ft (10m) with no noticeable voltage drop. 5.4W per foot, requiring a 60w 24VDC Power Source per 118". 118"L x 0.52"W x 0.28"H (3m x 13.2mm x 7.1mm) DIMENSIONS CE, RoHS, UL Listed **APPROVALS** 50,000 Hours LIFESPAN WARRANTY 2 Year Manufacturers

SKU	Color	Length	LED Qty	LED Type	Light Output (mcd)	Lumen	Beam Angle	Voltage (VDC)	Current (Amps)	Watts Required	Max Serial Connection
RL-SC-RSU24-T-W-10	White 6000-6500K	118″ (3m)	360	SMD Top LED	10500 x 360	372 lm/ft	120°	24	2.2	5.4W per ft. 54W per 118"	30 Feet
RL-SC-RSU24-T-WW-10	Warm Wht 3000-3500K	118″ (3m)	360	SMD Top LED	10500x 360	260 lm/ft	120°	24	2.2	5.4W per ft. 54W per 118"	30 Feet



These specification are subject to change without notice. This specification information is from the manufacturer of this product. Ecolocity LED is not the manufacturer of this product. Copyright © 2014 Ecolocity LED



STANDARD LIMITED WARRANTY: Your Taylor Power Systems product has been manufactured and inspected with care by experienced craftsmen. If you are the original consumer, Taylor Power Systems warrants, for the limited warranty period indicated below, each product to be free from defects in materials and workmanship, under normal use and service. Startup commissioning must be performed by Taylor Power Systems authorized agent.

(See Section 3 Taylor Power Systems SPI Manual for complete details)

This Limited Warranty shall apply only when the product has been property installed, serviced, and operated in accordance with the applicable Taylor Power Systems instruction manuals. The liability of Taylor Power Systems shall be limited to the replacement, repair, or appropriate adjustment of the product, at Taylor Power Systems option. This Limited Warranty does not apply to malfunctions caused by normal wear and tear, or by damage, unreasonable use, misuse, repair, progressive damage, or service by unauthorized persons.

*Some restrictions may apply. Contact your Taylor Power Systems dealer / authorized service provider for full details.

Warranty Periods

1. Emergency or Standby Duty

Standby generators must be permanently installed, properly enclosed, ventilated, and used as back up to the normal power source. The warranty period is 24 months from date of startup by the first owner/user or 1500 hours of operation, limited to a maximum of 750 hours in the first year. See Section 3 Taylor Power Systems SPI manual for start-up/commissioning details.

2. Continuous or Prime Duty

Continuous or prime power service describes operation in a permanent or mobile application where no other source of power is generally available. Rental generator sets and specific products for irrigation and refrigeration are examples of applications that often meet these criteria. Cogeneration and peak shaving installations are considered prime power. The warranty period is 12 months from date of startup by the first owner/user or 3000 hours of operation, whichever is shorter. If startup form is not completed and returned within thirty (30) days of delivery date warranty start date will revert by default to delivery date. This is not negotiable for Continuous or Prime Power applications.



LIMITED WARRANTY CONDITIONS: Before there is any protection under this Limited Warranty, the dealer / authorized service center must:

(1) Complete the Taylor Power Systems Warranty, Start-Up Validation and Pre - Inspection form and return it to Taylor Power Systems within 30 days of the start-up date.

(2) Complete the engine registration form and return it to the manufacturer as stated in the instructions with engine registration form (when applicable).

In addition, this Limited Warranty is not valid or enforceable unless:

(1) All supporting maintenance records are kept on file with the end user and made available upon request from factory.

(2) The generator set is routinely exercised in accordance with operating instructions.

(3) The installation meets the general guidelines, standards, and recommendations as laid out in the Installation Guide provided with the product and all local standards and codes applicable at the location of installation.

Engine generator sets that are stored by Owner/ Buyer longer than 180 days from date of shipment are subject to special requirements (See Section 4 Taylor Power Systems SPI Manual for complete details). Contact Taylor Power Systems Dealer / Authorized Service Center for instructions.

TO OBTAIN WARRANTY SERVICE: Warranty service may only be performed by Taylor Power Systems authorized service providers. **Service provided by unauthorized persons may void this Limited Warranty. Non-Taylor Power Systems replacement part(s) may void this Limited Warranty.** Contact your nearest Taylor Power Systems Service Representative to obtain warranty service.

Travel shall be allowed up to a maximum of 300 miles round trip and a maximum of 7 hours travel time. Mileage and travel time will only be paid from the nearest authorized service center. (See Section 2 Taylor Power SPI manual for complete details)

Taylor Power Systems, Inc. or authorized service center as applicable will provide for purchase replacement parts to claimant's location within the United States. If claimant is located outside the continental United States, all parts shipments are FOB point of debarkation. In the event warranty repairs are affected outside the boundaries of the United States of America, Taylor Power Systems, Inc. is not responsible for any duties, taxes, or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed.



Engine Manufacturers Warranty: The engine manufacturer issues its own separate warranty covering the engine's performance and parts. In the event of an engine related failure, Taylor Power Systems, Inc. can refer you to an engine authorized service center.

TAYLOR POWER SYSTEMS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, injury to individuals, personal property, or business losses due to down time, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts or damages resulting from outside influences (e.g. lightning, power surge, or pest damage).

THIS IS OUR EXCLUSIVE WRITTEN WARRANTY. We make no other express or implied warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

The following items are not considered nor will they be covered under this Limited Warranty. If there are questions as to coverage under this Limited Warranty, it is advisable to contact the factory in advance of filing a claim.

- a. Battery or batteries of any type or kind. The battery manufacturer's warranty, if any, is the only warranty that applies to batteries. Any warranty claim should be handled with the manufacturer according to its policies.
- b. Adjustments to fuel systems or governor system at time of start-up or any time after. A warranty claim for such adjustments is acceptable only when a defective part has been replaced returned to the factory and approved as defective.
- c. Normal maintenance costs, including but not limited to adjustments, loose and/or leaking fittings or clamps, and tune-ups performed during start-up or anytime thereafter.
- d. Due to shipping, manufacturer is not responsible for loose connections. All connections must be checked at time of start-up.
- e. Non-Taylor Power Systems replacement part(s) may void this Limited Warranty
- f. Shipping damage of any type.



- g. Any installation errors or damage of the equipment when shipped as ordered.
- h. Any overtime travel or labor to make repairs under warranty.
- i. Any special access fees required to gain access to Taylor Power Systems equipment, including but not limited to any training or safety policy requirements to gain access.
- j. Additional costs associated with inaccessible installations, including but not limited to removal and reinstallation of the generator set.
- 1. Rental equipment used during warranty work including but not limited to generators, rigging equipment such as a crane or boom truck, load banks and special test equipment above factory requirements.
- m. Excess mileage charges. Any authorized service provider may perform warranty service anywhere but will only be paid for mileage expenses from the nearest service center and limited to 300 miles/ 7 hours roundtrip. (See Section 2 Taylor Power Systems SPI manual for complete details.)
- n. Any equipment not factory approved and engineered for use on Taylor Power Systems products. This includes but is not limited to aftermarket items such as special fuel systems, enclosures, exhaust systems, or switch gear that had been sought out and quoted by a third party

to be included in billing of the Taylor Power Systems equipment.

- o. Misuse or abuse during installation and thereafter.
- p. Normal wear and tear, maintenance, and consumable items that are not required as part of a warranty repair.

Consumable items include but are not limited to belts, hoses, coolant, oil, filters, and fuses.

- q. Acts of nature or acts of God such as lightning, wind, flood, tornado, hurricane or earthquake.
- r. Any damage due to situations beyond the control of the manufacturing of the product or workmanship of the product.
- s. Installation or operation outside the guidelines as stated in the Installation Guide and Owner's Manual.
- t. Diesel engine "Wet Stacking" due to lightly loaded diesel engines.
- u. Misapplication of the equipment such as usage outside the original design parameters as stated on the nameplate of the equipment.
- v. Travel expense on portable equipment.
- w. Trailer lights, wiring, and brakes.
- x. More than one trip to the job site because a service vehicle was not stocked with normal service parts.



- y. Lodging expense of person(s) performing service, unless approved in advance by factory.
- z. Engine fluids.
- aa. Units purchased at the Standby Power rating that are being used in a prime power application.
- bb. Any repair labor time that is determined to be excessive, e.g., two or more people performing a one-person job.
- cc. Any expenses associated with investigating performance complaints in which no defect is found.
- dd. Any associated costs for replacing components that are found not to be defective.
- ee. Any adjustments covered in the start-up and inspection forms that are to be completed during start-up.
- ff. Progressive damage from defective warning/shut-down device or neglected repair.

Customer Signature:_____

Date:_____

4000A SE rated Bypass Isolation Transfer Switch

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BRAZORIA SHERIFF

Preliminary Cut Sheets

Thomas Roberts

Sales Representative thomas@tubbesing.com Tel # (832) 452-3690



BRAZORIA SHERIFF

Transfer Switch Details

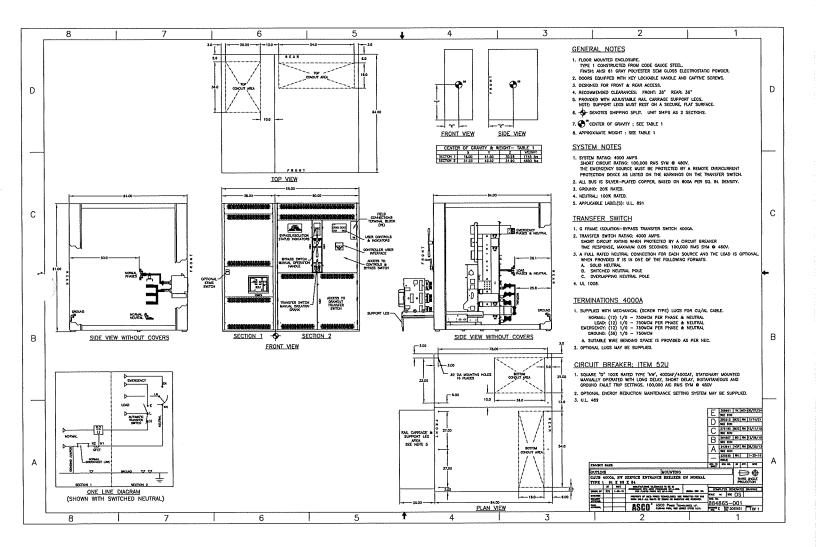
#1	ATS	A	MPS: 4000	QTY: 1		
Product	:	7000 Series Bypass Transfer Switches	Catalog Number	:	G07AUBB34000N5XC	
Service Voltage / Hz	:	480V/60Hz	Optional Accessories	:	131,6DL,31BG1,72EE2,82E 119M1	
Bypass Isolation	:	YES	Product Description	:	7000 Series, Automatic Service Entrance Bypass Switch - Breaker on Normal	
No. of Switched Poles: 4	:	4	Neutral Configuration	:	Switched [B]	
Withstand Rating:	:	See WCR Table Below	No. of Cables & Lug Size	:	See Applicable Outline Drawing	
Frame = G, Switch Rating	= 40	00, Series = 7000				
Enclosure	:	1(C)-UL Type 1 Enclosure	Service	:	Three Phase, 4-wire	
Extended Warranty	:	Not Included	Markings	:	Item1: 4000A SER Bypass	

#	ACCESSORY DESCRIPTIONS						
#	Accessory Code	Description					
1	6DL	Retransfer to normal mode selector. Maintained two position selector switch permits selection of manual or automatic retransfer. Manual retransfer requires a second selector switch 6B or 6C be momentarily closed to initiate a retransfer to the normal source. While in manual retransfer mode if an emergency source failure should occur and the normal source is still available manual retransfer will be automatically bypassed. A pilot light indicates manual retransfer mode.					
2	31BG1	Status Relay Bundle- Provides dry contacts for each of the following statuses, (2) Form-C contacts for Normal Source Acceptability, (2) Form-C contacts for Emergency Source Acceptability, and (4) Form-C Contacts for Pre/Post Transfer Signaling. Each set of contacts is rated for 6A at 120Vac, 250Vac Max.					
3	72EE2	5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.					
4	82E	Standard Bypass Isolation Status Display Replaced With Membrane Display to match the J and H frame switches. Should be used on G, Q, S, and U Bypass Switches.					
5	119M1	Internally powered Energy Reducing Maintenance Switch (ERMS) ERMS lowers the instantaneous pickup setting, utilizes a faster acting instantaneous trip function, or activates an alternate set of trip settings on a breaker to provide reduced arc flash incident energy. To be used on service entrance rated switches containing Square D breakers with MicroLogic 5.0/6.0 P/H trip units Customer is responsible for all trip unit settings.					
6	131	Designation for Buy American Act Compliance, FAR 52.225-1 and FAR 52.225-9					



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ASCO Power Technologies

ASCO 7000 SERIES Power Transfer Switches







ASCO 7000 SERIES POWER TRANSFER SWITCHES

Protecting:

- Healthcare Facilities
- Enterprise / Co-location / Cloud Data Centers
- Commercial Buildings / Industrial Buildings
- Telecom Mobile / Central Switching Centers
- Process Manufacturing
- Distributed Energy Resources (Microgrid) / Load Management
- Water Treatment Facilities



As society becomes increasingly dependent on the quality and reliability of electrical power, interruption or complete loss of power can result in serious hardships, significant financial losses, or dangers to life and safety.

ASCO Power Technologies (ASCO) provides industry-leading products and solutions for reliably transferring critical loads to emergency power sources. Using ASCO products can mean the difference between a minor inconvenience and a major catastrophe. You'll find ASCO Power Transfer Switches wherever there is a critical load to protect.

ASCO offers a variety of product solutions to meet virtually every requirement, including distributed generation applications. That's why the 7000 SERIES is available in open, delayed, closed and soft load transition configurations. Additionally, switched or overlapping neutral options provide for more accurate operation of ground fault protection systems and reduction of voltage transients from unbalanced load switching.



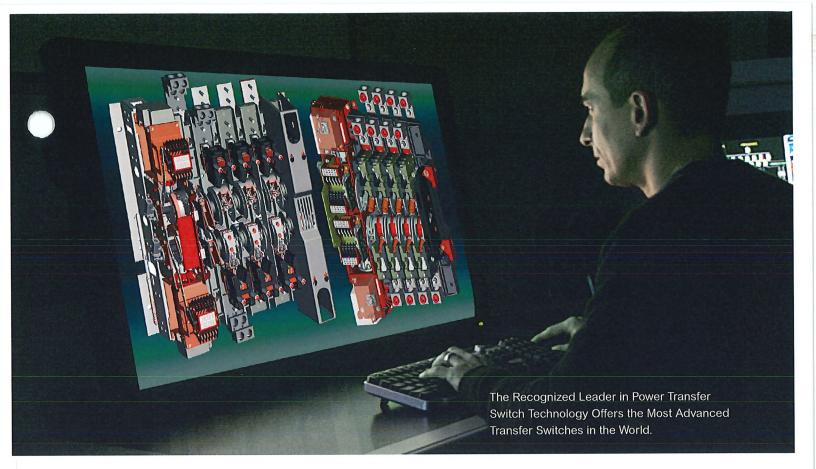
7000 SERIES

ASCO Power Transfer Switches are the standard of the industry. High speed transfer of loads between alternate sources of power, regardless of ampacity, is achieved using a reliable, field-proven solenoid operating mechanism. When combined with a programmable microprocessor controller with keypad and LCD display, they offer the most advanced method of transferring all types of loads, such as motors, electronic drives, UPS's and microprocessor-based systems. 7000 SERIES Power Transfer Switches are available open or enclosed, in ampacities ranging from 30 through 4000 amps with the largest selection of optional accessories offered anywhere. All switching configurations are available with an integrally mounted bypass-isolation switch. Configurations are also available for service entrance applications.

Fig. 1: Three Pole 7000 SERIES Automatic Transfer Switch rated 1600 amps (shown with optional front connected terminals and Power Meter).

7000 SERIES POWER TRANSFER SWITCHES PRODUCT FEATURES

- Conventional two-position transfer configuration, plus closed and delayed transition modes of operation. All configurations available with either automatic or non-automatic control.
- Listed to UL 1008 Transfer Switch Equipment for Automatic Transfer Switches and Certified to CSA 22.2, No. 178.
- Qualified and certified to IEC 60947-6-1, CE marked (optional). (Limited to certain accessories.)
- · Rated up to 600 VAC, 30 through 4000 amps.
- 3 to 18-Cycle Withstand and Closing Rating (WCR) Standard, 30-Cycle WCR Optional
- · Reliable and field-proven solenoid operating mechanism.
- High WCRs including short-time withstand current rating for optimum flexibility in circuit breaker coordination (600-4000 amps).
- Solid, switched, or overlapping neutral conductor options.
- Front replaceable main and arcing contacts (800-4000 amps).
- · Programmable microprocessor controller with keypad and LCD display.
- Centrally located terminal block for customer control connections (260-4000 amps).
- 16mm, industrial grade control switches and indicating lights.
- Switch position and source acceptability LED indicators.
- · Standard ground conductor connections.
- Four auxiliary contacts, two contacts closed when switch is in normal position and two contacts closed when switch is in emergency position.
- Local/remote communications capability for interfacing with ASCO POWERQUEST® communication products.
- Protected by a comprehensive 2, 5, or 10 year warranty.



ASCO 7000 SERIES POWER SWITCHING SOLUTIONS



Fig. 2: Four Pole, Non-Automatic, Electrically-Operated 400 Amp Switch in a Type 1 Enclosure.

Automatic & Non-Automatic Transfer Switching

ASCO Transfer Switches are available in both automatic & non-automatic initiation types. Both types are electrically operated. For automatic transfer switches, the controller initiates transfer. For non-automatic transfer switches, the user initiates switching transfer between power sources using switches mounted locally or at remote locations. Non-automatic switches have the following features:

- Sizes from 30 through 4000 amps.
- Microprocessor-based controller provides for addition of optional accessories.
- · Controller prevents inadvertent operation under low voltage conditions.
- Low control circuit operating currents allow for long distances between remotely mounted manual control switches and the transfer switch.
- Source acceptability lights inform operator when sources are available to accept load.
- Standard in-phase monitor can be activated for transferring motor loads.

ASCO 7000 SERIES POWER SWITCHING SOLUTIONS

Open Transition Transfer Switching

ASCO Transfer Switches are available in a standard, 2-position, open transition configuration to reliably transfer loads between power sources. Loads transfer to the alternate source in less than 100ms. In phase transfer can be activated for transferring motor loads. Open transition switches are suitable for a wide range of applications.

- · Available from 30 to 4000 amps.
- Utilizes reliable, field-proven, single solenoid operating mechanisms.
- Single operator design prevents direct connection of both sources.

Delayed Transition Transfer Switching

ASCO Delayed Transition Transfer Switches are designed to provide transfer of loads between power sources with a timed load disconnect position for an adjustable period of time. Applications include older style variable frequency drives, rectifier banks, and load management applications.

- 150 through 4000 amps.
- · Utilizes reliable, field-proven solenoid operating mechanisms.
- Mechanical interlocks to prevent direct connection of both sources.
- Indicator light (16mm, industrial grade type LED) for load disconnect position.
- · Adjustable time delay for load disconnect position.

Closed Transition Transfer Switching

ASCO Automatic Closed Transition Transfer Switches feature main contacts that overlap, permitting the transfer of electrical loads without power interruption. The switch transfers in a make-beforebreak mode if both sources are within acceptable parameters. Control logic continuously monitors source conditions and automatically determines whether the load transfer should be open (conventional non-overlap mode) or closed transition.

- Available 150 through 4000 amps.
- Utilizes reliable, field proven solenoid operating mechanism.
- Closed Transition Transfer is achieved passively within 5 electrical degrees, without control of engine generator set.
- · Additional control wiring not required.
- Overlap time is less than 100 milliseconds (consult your local utility on protective relay requirements).
- Failure to synchronize and extended parallel time indication.



Fig. 3: Four pole, Delayed Transition 2000 Amp Transfer Switch.



Fig. 4: Four Pole, Closed Transition, 1000 Amp Transfer Switch in a Type 1 enclosure.

ASCO[®] 7000 Series Service Entrance Power Transfer Switches

Ordering Information

To order an ASCO 7000 SERIES Service Entrance Power Transfer Switch, complete the following catalog number.

7	A	US	+ <u> </u>	+ 3	+ 400 -	+ <u>N</u>	+ 5X +	+ C
		Product	Neutral Code*	Phase Poles	Amperes	Voltage Code	Grp Code	Enclosure
A N	Automatic Non- Automatic	2-Position UB Open Transition		2 3	70, 100 150, 200 225, 250 400, 600 800,1000 1200,1600, 2000,2500, 3000 4000	L 110	5 <mark>5X-</mark> optional acces- sories	 C Type 1 enclosure M Type 3R secure double door N Type 4 secure double door P Type 4X secure double door (316 SS) Q Type 12 secure double door S Type 4X secure double door (304 SS)

13.25

(337)

28 (711)

28 (711)

28 (711)

28 (711)

48 (1219)

48 (1219)

48 (1219)

72 (1829)

1480 (683)

2890 (1333)

5200 (2400)

*Note: Switches rated 150-4000 amps available with 2, 3 or either conventional switched neutral 4 pole (B3) or optional overlapping neutral (C3). For 4 pole applications on E7AUS, and E7NUS switch sizes 250 and 400 amps specify optional overlapping neutral (C3).

48.5 (1232)

91 (2311)

91 (2311)

91 (2311)

91 (2311)

91 (2311)

91 (2311)

91 (2311)

91 (2311)

The Example Catalog Number above is 7AUSA3400N5XC (X is used to specify optional accessories).

36.5 (927)

38 (965)

38 (965)

38 (965)

38 (965)

38 (965)

38 (965)

38 (965)

38 (965)

Dimensions and Weights for non-bypass configurations Type 1 and 3R Enclosures⁴

70, 100, 150, 200, 225

7AUS/7NUS Only

250,400

150, 200, 225

7ADUS/7NDUS and 7ACUS/7NCUS only

6001

8001

10001

12001

16001, 20001

25001 30001

D

J

J

1

Н

Н

Н

G

C.

System Short Circuit Rating 7AUS/7ACUS/7ADUS

7403/74003/74003				
prox. Shipping	Switch Amp Ratings	@480V		
eight Lb. (kg)	70 - 225	22,000		
490 (226)	250, 400	35,000		
	600	50,000		
880 (407)	800	65,000		
880 (407)	1000, 1200	50,000		
980 (452)	1600, 2000	65,000		
1280 (590)	2500, 3000	100,000		
1280 (590)	4000	100,000		
1200 (350)				

System Short Circuit Rating 7AUB/7ACUB/7ADUB

Switch Amp Ratings	@480V
150 - 400	35,000
600	50,000
800	65,000
1000, 1200	85,000
1600, 2000	100,000
2500, 3000	100,000
4000	100,000

G	25001, 30001	29 (202)	91(2311)	72 (1029)	5200 (2400)
-		Type 3R	Dimensions, I	Approx. Shipping	
Frame	Switch Amp Ratings	Width	Height	Depth	Weight Lb. (kg)
D	70, 100, 150, 200, 225 7AUS/7NUS Only	36 (914)	48 (1219)	16 (406)	540 (249)
J	250, 400	41 (1041)	95½ (2426)	33 (838)	1880 (544)
J	150, 200, 225 7ADUS/7NDUS and 7ACUS/7NCUS only	41 (1041)	95½ (2426)	33 (838)	1880 (544)
J	600 ¹	41 (1041)	95½ (2426)	33 (838)	1280 (590)
н	8001	41 (1041)	95½ (2426)	33 (838)	1480 (683)
Н	10001	41 (1041)	95½ (2426)	62 (1575)	1480 (683)
Н	12001	41 (1041)	95½ (2426)	62 (1575)	1940 (895)
G	1600 ¹ , 2000 ¹	41 (1041)	95½ (2426)	62 (1575)	2990 (1379)
G	2500 ¹ , 3000 ¹	41 (1041)	96 (2437)	85 (2159)	5300 (2444)

Notes: 1. Unit is designed for top and bottom cable entry for all services and load.

 Enclosures for 600 – 3000 amps are free standing.
 When temperatures below 32° F can be experienced, special precautions should be taken, such as the inclusion of strip heaters, to prevent condensation and freezing of this condensation. This is particularly important when environmental enclosures (Type 3R, 4 & 12) are ordered for installation outdoors. Type 3R enclosures are not suitable for installations conducive to windblown snow or rain conditions.

4. Dimensional data is approximate and subject to change. Certified dimensions available upon request. Type 3R enclosures are not suitable for installations conducive to windblown snow or rain conditions.

5. A comprehensive ASCO Limited Guardian Warrany covers 7000 Series Power Transfer Switch(s) and warranties the product to be free of defects in material and workmanship from date of shipment. The warranty provides:

• 2 years for labor and travel expenses (extendable in 1 year increments up to 5 years for a

nominal fee). 5 years for parts (2 years for circuit breakers).

• 10 years for main contacts.

Refer to Publication 3227 for warranty details, terms and conditions.

ASCO 7000 SERIES BYPASS ISOLATION SWITCHES

Automatic Transfer Bypass-Isolation Switches

ASCO Automatic Transfer & Bypass-Isolation Switches are available in open transition, closed transition, and delayed transition designs. The bypass and isolation features allow the primary automatic transfer switch to be inspected, tested, and maintained without interrupting power to the load. They also provide redundant power transfer if the ATS is disabled or removed from service.

- · Available 150 to 4000 amps.
- · Allows bypass-isolation without load interruption.
- · Bypass switch and transfer switch have identical electrical ratings.
- · Heavy-duty mechanical interlocks prevent unintended operation.
- · Bypass contacts carry current only during bypass mode.
- · Draw-out design allows for easy transfer switch maintenance.
- Bypass and isolation handles are permanently mounted. The bypass switch has dead front quick-make, quick-break operation for transferring loads between live sources.
- Bypass switch is fully rated for use as a manual 3-position transfer switch.
- Bypass and isolation functions are simple, requiring a total of two operating handles.
- No toggle switches, push buttons, selector switches, or levers are required for bypass-isolation operation.
- · Mechanical indicators show bypass and transfer switch positions.
- 800 1200 amp models available in shallow depth, front connected or rear connected designs.



Fig. 5: J-Frame 150-600 amps



Fig. 6: H-Frame 600-1200 amps



Fig. 7: G-Frame 1000-3000 amps



Fig. 8: G-Frame 4000 amps

Transfer Switch Draw-out Features (150-4000 Amps)

- Automatic secondary disconnects remove all control power as switch is withdrawn.
- Draw-out carriage provides for easy transfer switch mechanism maintenance and/or removal via commercially available breaker hoists.
- Optional transfer switch lifting yoke kit available
- Optional automatic shutters that close when the transfer switch is withdrawn to provide bus isolation. Specify accessory 82C (1600-3000 Amp only).

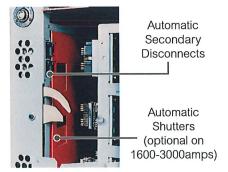


Fig. 9: Bypass-Isolation Transfer Switch Secondary Disconnects and Optional Automatic Shutters.

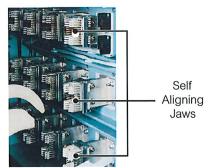


Fig. 10: Bypass-Isolation Transfer Switch Self-Aligning Power Jaws.

ASCO 7000 SERIES BYPASS ISOLATION SWITCHES

Bypass and Isolation Handles - Simple as 1, 2, 3 **Bypass to Normal** TRANSFER / BYPASS STATUS BYPASS SWITCH SOURCES B **Push in bypass Bypass Switch** C **Bypass** handle and turn Source switch it counter availability position clockwise -O LOAD CO TRANSFER SWITCH Bypass handle C Transfer Isolation 0 switch handle position Isolation handle Ó TB 190 position CENCY NOT IN AUTOMATIC Automatic Transfer Switch ENGINE CONTROL **Test Position** 2 BYPASS SWITCH HANDLE Bypass Switch e EMERGENCY SWITCH POSITION Mechanical L bypass switch position flags OPEN Isolation handle Turn isolation handle counter clockwise NORMAL until window shows \triangleright OPER INSTRUCTIONS "Test" Automatic Transfer Switch ASS SWITCH IN YOPEN' POSITIC D ISOLATION CONTACTS CLOSED (TEST OR MAINTENANCE) MODE POSITION INDICATING ICH SOURCE IS CONNECTED PASS SWITCH TO THE SAME BYPASS HANDLE N TO **Isolation Position** 3 e **Bypass Switch** 1 C Isolation handle Turn isolation handle CTIONS. counter clockwise until window shows > Isolation "isolate" Automatic Transfer Switch handle IDLE CLOCKWISE TO T HE BYPASS HANDLE UNTIL THE 'O R TO THE LEFT OF BYPASS HAND ISOLATION HAN ISOLATE ISOLATE Padlocking provisions

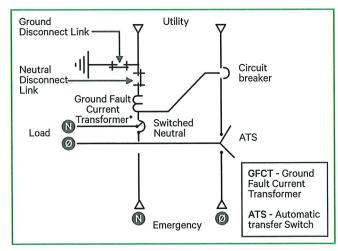
Mechanical isolation handle position window (connected/test/isolate)

ASCO 7000 SERIES SERVICE ENTRANCE POWER TRANSFER SWITCHES

The ASCO Service Entrance Power Transfer Switch combines automatic power switching with a disconnect and overcurrent protective device on the utility source. The power transfer switch meets all National Electric Code requirements for installation at a facility's main utility service entrance. Service entrance rated transfer switches generally are installed at facilities that have a single utility feed and a single emergency power source. A circuit breaker serves as the utility disconnect and links are provided to disconnect both neutral and ground connections. This product is available up to 600V and 4000 amps in Standard, Delayed, Closed Transition, Soft Load, and Bypass Isolation Configurations.

Standard Features

- · Available from 70 to 4000 amps
 - 70 400 amp listed to UL 1008
 - · 600 4000 amp listed to UL 891
- The ASCO 7000 SERIES Power Transfer Switch mechanism
 is UL 1008 Listed
- Standard UL Type 1 Enclosure
- Disconnect and overcurrent protective device on the utility source. 70 to 2000 amp models use molded case circuit breakers; 2500 to 4000 amp models use insulated case circuit breakers.
- Disconnect link on Neutral
- Disconnect link on Ground
- Ground and Neutral Bus, all silver-plated copper
- Solderless screw-type terminals for External Power Connections
- · Meets all NEC requirements for use as service entrance
- · Internet-enabled monitoring and control
- Service Entrance Continuous Breaker Ratings: 80% for standard transfer switches below 2500 amps and Bypass Isolation Switches below 1000 amps, otherwise 100%



One line diagram of a typical service entrance-rated transfer switch available in Solid, Switched or Overlapping Neutral *Ground fault trip protection provided on models of 1000 amps and above



Additional Options

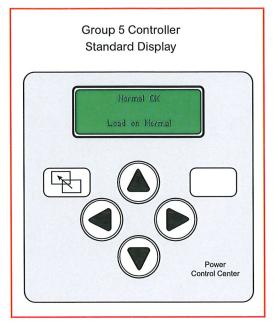
- Enclosures Secure Door Over Door/Panel
 - UL Type 3R w/strip heater & thermostat
 - UL Type 4 or 4X
 - UL Type 12
- Connections
 - Crimp lugs
 - Bus Riser on Normal, Emergency or Load
- · Protective Relays/Metering
 - Accessory 135L (see page 22)
- Surge Suppression
 Accessory 73, Surge protector (see page 19)
- Additional Breaker(s)
 - Circuit Breaker on Emergency
 - Load Distribution Panel
- Optional High AIC Ratings on Breakers
- Technology Packages including
 - 7-inch Color Touch Display including 5210 Meter (Acc. 150AT/150BT)
 - Base Package including 5210 Power Meter (Acc. 150A/150B)
- ATS Remote Annunciators (see page 23)
- 1-ATS 7-inch Color Touch Annunciator (5370)
- 8-ATS / 1-ATS LED Annunciator (5350/5310)
- Remote Power Monitoring (see pages 25-27)
 - 8-Device Annunciator, (5705)
 - Critical Power Management System
 - (5710/5750/5790)

Note: All Tech Packs include Meter, Acc. 72EE2 Ethernet Module and Acc.1PS1 power ride-through. 150A* (ATS) and 150B* (Bypass ATS). Consult ASCO for additional features

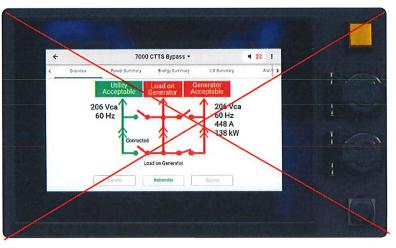
ASCO 7000 SERIES GROUP 5 CONTROLLER

The 7000 SERIES Controller (Group 5) is used with all sizes of Power Transfer Switches from 30 through 4000 amps. It is the most reliable and field-proven transfer switch controller in the industry and includes, as standard, all of the voltage, frequency, control, timing and diagnostic functions required for most emergency and standby power applications. It can be equipped with a color Touch Display Interface that provides information to better manage your transfer and bypass switch. (See page 16 for additional information)

Because severe voltage transients are frequently encountered in industrial distribution systems, the controller's logic board is separated and isolated from its power board. This improves electrical noise immunity performance and helps assure compliance with the rigorous transient suppression standards shown in the table below.



Advanced Touch Display Interface (TDI) Accessory 150 Tech. Package (see page 16)



7000 SERIES Group 5 Controller

Emission Standard - Group 1, Class A	EN 55011:1991
Generic Immunity Standard, from which:	EN 50082-2:1995
Electrostatic Discharge (ESD) Immunity	EN 61000-4-2:1995
Radiated Electromagnetic Field Immunity	ENV 50140:1993
Electrical Fast Transient (EFT) Immunity	EN 61000-4-4:1995
Surge Transient Immunity	EN 61000-4-5:1995
Conducted Radio-Frequency Field Immunity	EN 61000-4-6:1996
Voltage Dips, Interruptions and Variations Immunity	EN 61000-4-11:1994

ASCO 7000 SERIES GROUP 5 CONTROLLER

Control Features

- Touch pad programming of features and settings without the need for meters or variable power supplies.
- Sixteen (16) selectable operating voltages available in a single Controller.
- On-board diagnostics provide control panel and ATS status information for analyzing system performance.
- Displays and counts down active timing functions.
- Selectable multi-language display (English, German, Portuguese, Spanish, or French. For other languages, contact ASCO).
- Password protection to prevent unauthorized tampering of settings.
- Optional Color Touch Display Interface simplifies control management and expands event log to 1,000 events. Specify Accessory 150AT (ATS) or 150BT (Bypass).
- Remote monitoring and control with ASCO POWERQUEST[®] communication products. Specify Accessory 72EE2.
- Load shed option for bus optimization applications. Specify optional accessory 30B.
- · Historical event log.
- Statistical ATS systems monitoring information.

Voltage and Frequency Sensing

- 3-Phase under-voltage and over-voltage settings on normal and emergency sources.
- Under-frequency and over-frequency settings on normal and emergency.
- True RMS Voltage Sensing with +/- 1% accuracy; Frequency Sensing Accuracy is +/- 0.2%.
- Selectable settings: single or 3-phase voltage sensing on normal and emergency; 50 or 60Hz.
- · Phase sequence sensing for phase-sensitive loads.
- · Voltage unbalance detection between phases.

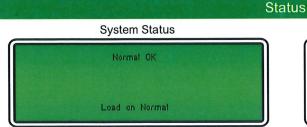
Status and Control Functions

- Output contact (N/O or N/C) for engine-start signals.
- Selection between "commit/no-commit" on transfer to emergency after engine start and normal restores before transfer.
- Advanced inphase algorithm that automatically measures the frequency difference between the two sources and initiates transfer at appropriate phase angles to minimize disturbances when transferring motor loads.
- Standard event log displays 99 logged events with the time and date of the event, event type and event reason.
- Output signals for remote indication of normal and emergency source acceptability
- Statistical ATS/System monitoring data screens that provide:
 - Total number of ATS transfers.
 - Number of ATS transfers caused by power source failure.
 - Total number of days ATS has been in operation.
 - Total number of hours that the normal and emergency sources have been available.

Time Delays

- Engine start time delay delays engine starting signal to override momentary normal source outages adjustable 0 to 6 seconds.
- Transfer to emergency time delay adjustable 0 to 60 minutes.
- Emergency source stabilization time delay to ignore momentary transients during initial generator set loading adjustable 0 to 6 seconds.
- Re-transfer to normal time delay with two settings:
 - Power failure mode 0 to 60 minutes.
 - Test mode 0 to 10 hours.
- Unloaded running time delay for engine cool down adjustable 0 to 60 minutes.
- Pre-transfer and post-transfer signal time delay for selective load disconnect with a programmable bypass on source failures adjustable 0 to 5 minutes. This signal can be used to drive a customer-furnished relay, or for two sets of double throw contacts rated 3 amps at 480 volts AC. Specify ASCO optional accessory 31Z.
- Fully programmable engine exerciser with seven independent routines to exercise the engine generator, with or without loads, on a daily, weekly, bi-weekly or monthly frequency.
- · Alarm signals, logic, and time delays for use with closed transition switches.
 - In synch time delay 0 to 3 seconds.
 - Failure to synchronize 1 to 5 minutes.
 - Extended parallel 0.1 to 1.0 seconds.
- Delayed transition load disconnect time delay adjustable 0 to 5 minutes.

ASCO 7000 SERIES POWER CONTROL CENTER



Displays system status in clear, concise language. Message shown indicates normal source is acceptable and the load is connected to the normal source.

Time Delay Status



Active time delay status displays time remaining until next control event.

Displays voltage for each phase, frequency, phase rotation and voltage unbalance for both normal and emergency sources.

Inphase Transfer Status



Displays the relative phase angle between sources and frequency differential to indicate the controller is awaiting an inphase condition.

Settings

Data Logging

Voltage and Frequency Settings Normal Voltage Dropout.......85%.4080 Piokup..........90%.4320

Рюкир......907.4320 О.V. Trip.....110%.528V

Provides voltage and frequency setting values for normal and emergency sources. Voltage pick-up, dropout and trip settings are set in percentage of nominal voltage and are also displayed in rms voltage values.

Engine Exerciser

P1Engine.Exerciser
Enable:YesWLoad:Yes
Start: 19h30min. ALL MON
Run.Time:21h15min

Seven independent programs, load/no load selection, flexible run times and daily, weekly, bi-weekly and monthly exercise routines.

Feature Settings

Shed Load				
Direction:	From E			
Inphase: No	TD/0.25			

Standard features can be activated with the keypad. As an example, when enabled, the "shed load" option causes the transfer switch to transfer the load off of the specified source. If desired, the load shed transfer can be made inphase.

Time Delay Settings

	TD N>E Xfer Signal	
	Bypass if N Fail: No	
Participa	Pre Xfer: 0 min 20s	
	Post Xfer: Ø min 20s	

Provides direct reading display for setting time delays.

ATS Statistios ATS Total Xfers: 46 SRC Fail Tot Xfers: 20 Days Energized: 36.5

ATS Statistics

Instant availability of statistical information on total number of ATS transfers, number of transfers caused by power failures and total days controller has been energized, plus more.



Displays detailed information for last 99 events, including time of occurrence, length of event, date and reason for event.

ASCO 7000 SERIES USER CONTROLS AND INDICATORS

Control Switches and Indicating Lights

- Switch position indicating lights (16 mm, industrial grade LEDs).
- Source acceptability indicating lights with true indication of the acceptability of each source, as determined by the voltage, frequency, voltage unbalance, and phase sequence settings of the control panel (16mm, industrial grade LEDs).
- Three position (16mm, industrial grade type) selector switch:
- Automatic: Normal maintained position.
- Test: Momentary position to simulate normal source failure for system test function.
- Reset Delay Bypass: Momentary position to bypass transfer and re-transfer time delay.

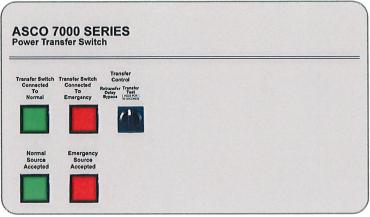


Fig. 16: 7000 SERIES User Controls and Indicators.

Ascentes Assessing transfer Switch Tornal Tornal Succepted Succepted Tornal Tornal

Control Switches and Indicating Lights for Closed Transition Switches

Fig. 17: 7000 SERIES User Controls and Indicators.

- Extended Parallel Time Provides visual indication when the pre-set extended parallel time has been exceeded. The controls automatically open the emergency or normal main contacts. Separate contact also available to shunt trip external breaker.
- Failure To Synchronize Visually displays a failure to synchronize alarm if the time delay settings are exceeded during closed transition transfer operation.
- TS Locked Out Prevents transfer in either direction if the extended parallel time is exceeded.
- Alarm Reset Resets extended parallel and failure to synchronize alarms.
- Closed Transition Bypass Pushbutton allows transfer between sources in an open transition mode.

ASCO 7000 SERIES OPTIONAL ACCESSORIES

Time Delays and Extended Control Power

- 2C Provides an extended time delay on engine starting. The standard feature one-time delay is adjustable from 0 to 6 seconds. Accessory 2C allows this time delay to be adjustable from 0 to 60 minutes in one-second intervals; factory set at 5 minutes.
- **1G1** Similar to accessory 2C except using 24 volt DC external input signal. Controls, metering and communication remain remains active when both power sources are de-energized.
- 1GB1 Same as accessory 1G1 except using 120 volt AC external input.
- **1PS1** Extended control power ride-through (approx. 25 seconds) for Group 5 ATS controller and select communications and metering accessories, e.g. Acc. 72EE2, 72FC, 135L, etc.

Manual Controls for Automatic Transfer Switches

- 6C Reset switch for manual re-transfer to normal with automatic re-transfer in the event of emergency source failure.
- 6D Selector switch for automatic/manual re-transfer to normal. Automatic bypass if emergency fails.

Extension Harness

37B Six foot (6') extension harness to increase distance between transfer switch and control panel on open-type units.

Indicators

- 14A/ Additional auxiliary contact sets to indicate switch position. Two sets are standard. Specify total number of sets ifmore are required.
- 18B Two-pole, double-throw contacts operate when emergency source voltage is present at transfer switch terminals.
- 18G Two-pole, double-throw contacts operate when normal source voltage is present at transfer switch terminals.
- 99 "Push-to-Test" feature on all pilot light indicators.

Customer Control Circuits

- 30A Load-shedding circuit initiated by opening of a customer-supplied contact.
- 30B* Load-shedding circuit initiated by removal of customer-supplied control voltage. *(Specify voltage).
- 31Z Selective load disconnect control contacts (two provided) that operate with time delay prior to and/or after load transfer and re-transfer.
- 43R Terminal block for all customer control connections on 30 to 150 amp models only (standard on all other sizes).

Neutral Conductor Options

- Solid neutral, with fully-rated terminals. (AL-CU) UL Listed.
- · Conventional neutral switching pole.
- Overlapping neutral transfer contacts. Allows for proper ground-fault sensing and avoids generator voltage transients during transfer.

Note: For ordering information, see the ASCO 7000 SERIES Power Transfer Switch Dimensional Data and Shipping Weights (ASCO Publication No. 3040 DW)

Communications

72EE2 Offers remote Ethernet monitoring via open Mod bus and SNMP protocols, email notifications and embedded monitoring web pages. (Catalog No. 5170 for stand alone product).

Surge Protection

SERIES 430 Surge Suppressor

- 73CC1 100kA/mode. 200kA/phase. Normal source protection. (3Ø, 4wire WYE)
- 73CC2 100kA/mode. 200kA/phase. Emergency source protection. (3Ø, 4wire WYE)
- 73CC3 100kA/mode. 200kA/phase. Load side protection. (3Ø, 4wire WYE)

Note: Other distribution voltages and kA ratings available (Contact ASCO).

Special Applications

- 45 Custom Alphanumeric nameplate mounted on the front of the switch
- 111A Generator to Generator for Standby Applications
- 111B Generator to Generator for Prime Power Applications
- 125A Seismic Certification to the requirements of the International Building Code for electrical equipment
- 131 Certification of compliance with the American Recovery & Reinvestment Act (Buy American Provision) -Must be specified at time of order placement

Bypass-Isolation switch Options

- 14A1 Auxiliary contact to close in "Bypass to Normal" position.
- 14B1 Auxiliary contact to close in "Bypass to Emergency" position.
- 14T Contact that closes when switch is in an unbypassed state.
- 14U Contact that closes when the switch mechanism is in the fully connected state.
- 14V Contact that closes when the switch mechanism is in the isolate state.
- 82C Automatic shutters for bus isolation when transfer switch is withdrawn. (See page 6 for details)
- 82E LED Bypass status indicator, optional on G frame 1600 to 4000 amps only. Standard for all other size switches.

¹⁰⁷G Provides Building Monitoring Systems with transfer switch, bypass and load power metering information in Modbus TCP/IP, BACnet IP and SNMP Protocols. Compatible with any Accessory 150 Technology Package or 72EE2.

ASCO QUAD-ETHERNET MODULE ACCESSORIES

The Quad-Ethernet Module is the easiest way to connect, monitor and control your power transfer switch, utility power and enginegenerator. Through the web app, you can monitor power conditions, start your engine-generator, and transfer between power sources.

Monitoring

- Engine-generator, utility, and transfer switch status
- Email Notification
- · Alarms and Alerts
- · Statistics and Activity
- Event Log (downloadable)
- · Controller Setpoints
- Power Monitoring*
- Energy Consumption*
- Historical KW Demand*
 *Accessory 150A or 150B

Control

- Engine Start/Stop
- · ATS Transfer/Re-transfer
- · Generator Test
- Bypass Timer Delays

Communicate

- Modbus
- SNMP
- SMTP Advanced Encryption
 Standard
- Four Port Ethernet Switch
- RS485 Port



Ordering and Specifications Information

Ordering		Ports
Catalog Number	5170	Ethernet
Catalog Name	Quad-Ethernet Module	Number of Ports
Transfer Switch Accessory	72EE2	Type of Ports
ATS Tech Package	150A for Non-Bypass, 150A8	Protocol
ATB Tech Package	150B for Bypass, 150B8	RS485
Part Number for Kit	K1106217-001	Number of Ports
		Type of Connection

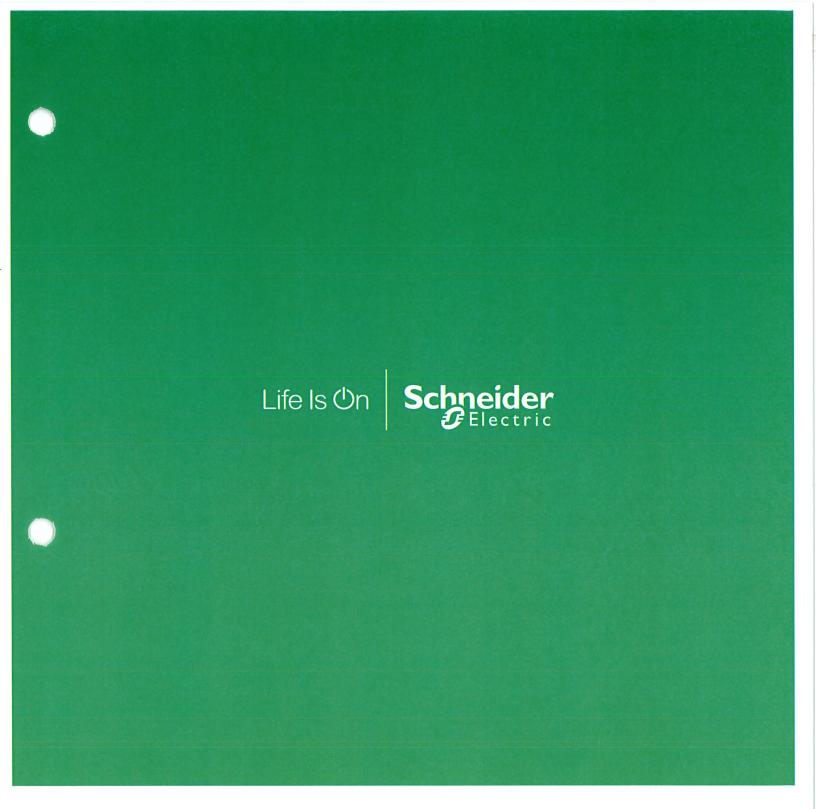
Note: Ethernet and Serial connection not available at the same time.

Ports	
Ethernet	
Number of Ports	4
Type of Ports	RJ45, 10/100 BaseTX
Protocol	Modbus, SMTP, SNMP
RS485	
Number of Ports	1
Type of Connection	2-Wire or 4-Wire
Protocol	Modbus

ASCO ATS Alert 7/23/20 9 51 PM

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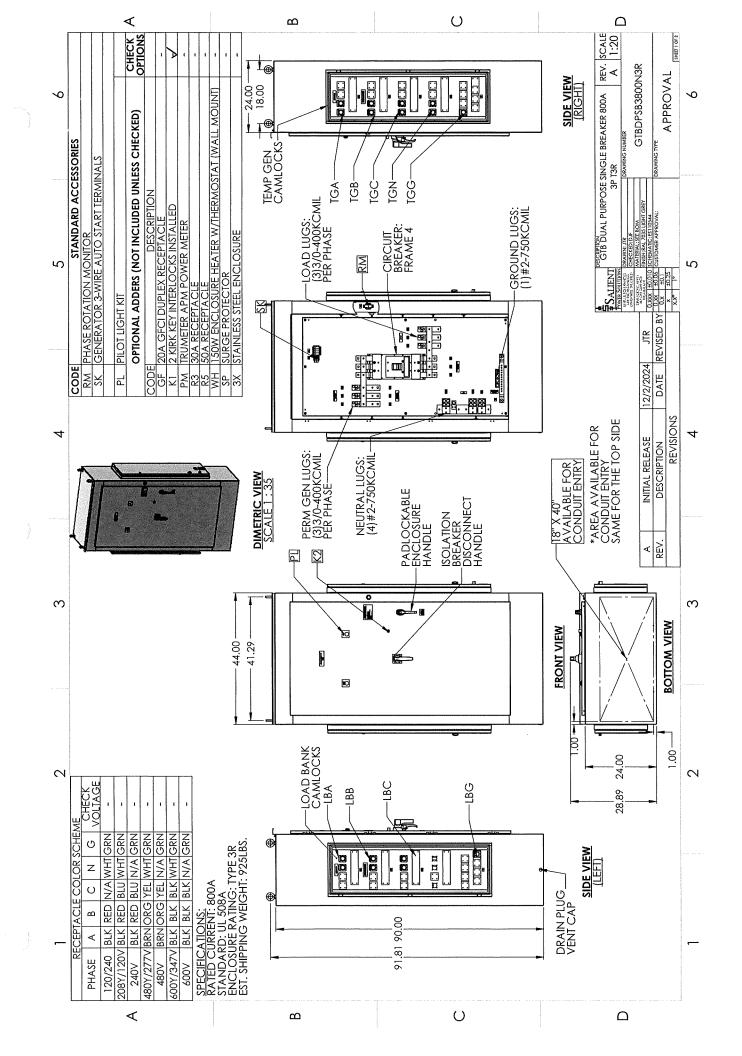


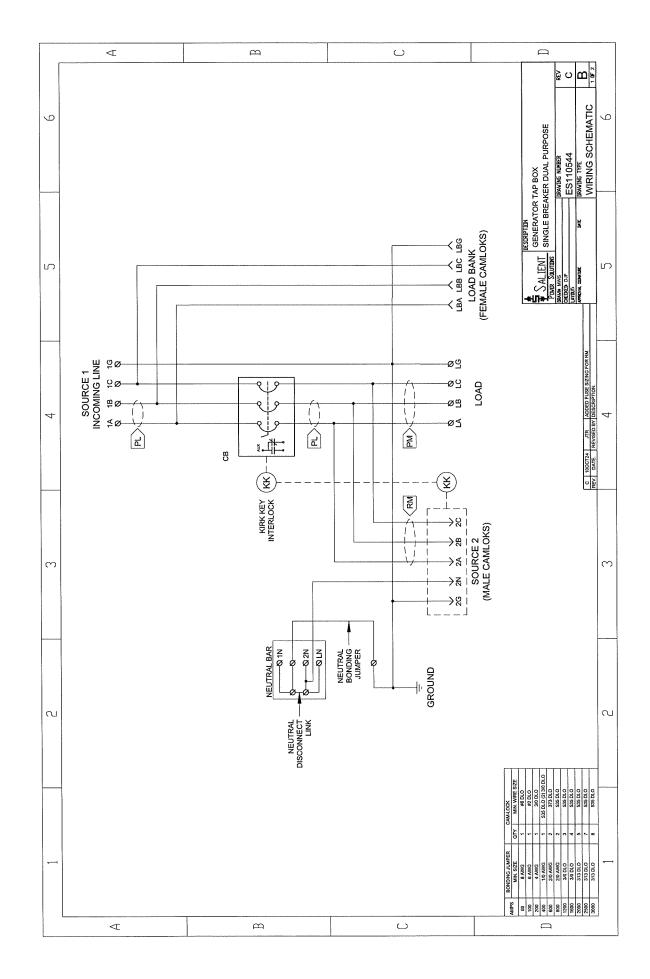
ASCO Power Technologies - Global Headquarters 160 Park Avenue Florham Park, NJ 07932 Tel: 800 800 ASCO

www.ascopower.com customercare@ascopower.com

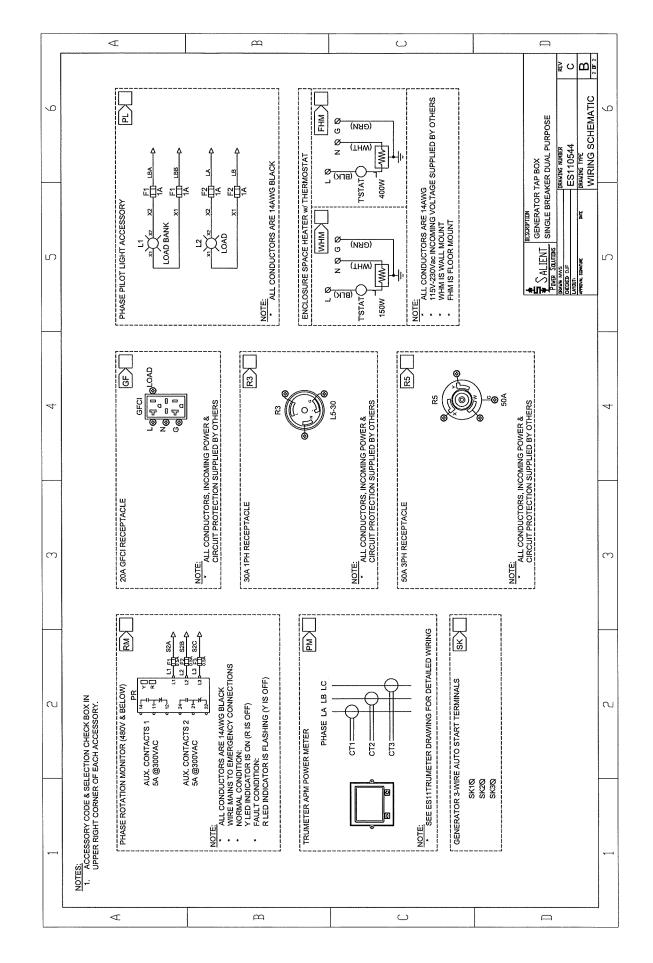
© 2020 ASCO Power Technologies. All Rights Reserved, Life Is On Schneider Electric is a trademark and the property of Schneider Electric SE, its subsidiaries and affiliated companies. Publication 3040 R18. 4000A Dual Purpose Docking Station

The attached Dual Purpose Docking Station is being installed at a TXDOT facility in Liberty Texas. The dual purpose docking station that we propose to install at the Brazoria County Sheriff's office will be very similar but it will be 4000A. It will be made by the same manufacturer that is providing the docking station in this packet.





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RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE - ATTACHMENT A - BID TABLE

DESCRIPTION	QTY	 PRICE	 TOTAL
500kw natural gas generator, including labor & materials and	-		
installation	3	\$ 305,000.00	\$ 915,000.00
4000A Bypass Isolated Automatic Transfer Switch, including			
labor & materials	1	\$ 158,000.00	\$ 158,000.00
4000 amp Dual Purpose Docking Station, including labor and			
materials	1	\$ 95,469.00	\$ 95 <i>,</i> 469.00
Temporary Generator Hook-Ups, including labor & materials			
and Installation	1		**
Gas Line Installation, including labor & materials	3	\$ 8,200.00	\$ 24,600.00
Concrete Pad Installations, including labor & materials	3	\$ 17,500.00	\$ 52,500.00
Disconnection & Hauling of exisiting generators	4	\$ 3,500.00	\$ 14,000.00
Maintenance Warranty & Service Package for 1 year	3	\$ 3,300.00	\$ 9,900.00
Engineered Drawings with PE Stamp provided at no charge	1	\$ -	\$ -
		\$ -	\$ -
-		\$ -	\$ -
			\$ 1,269,469.00

Additional Options

An additional 4 years of Preventative Maintenance can be provided for \$38,400.00.

You can deduct \$20,000.00 for a standard Docking Station in lieu of the dual purpose docking station.

You can dedcut \$75,000.00 to eliminate the bypass option on the new transfer switch.

Notes:

The cost of bonds are included.

** We did not include any portable generators in the proposal as we are not aware of a requirement for this. We expect to be able to complete our work with one power outage of 12 hours or so. If the County decides to provide a portble generator for this outage and the County provides the portable cables we will provide the labor to make the electrical connections. If you would like us to provide a generator for the outage we can do so for \$22,000.00.

The generators that we are offering do not meet the Build America, Buy America ACT as no generator manufacturer does. I am told that the County can request a waiver from the federal government and that it will be granted as no generator manufacturer meets this requirement.



BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT 111 E. LOCUST STREET, BLDG. A-29, SUITE 100 ANGLETON, TEXAS 77515 TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

The REQUEST FOR PROPOSAL (RFP) and accompanying documents are for your convenience in submitting an offer for the referenced products and/or services for BRAZORIA COUNTY.

Sealed Hard Copy or Electronic offers shall be received no later than:

TUESDAY, JANUARY 21, 2025 at 11:00 A.M. LOCAL TIME

*PROPOSAL OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK: <u>https://brazoriacounty.bonfirehub.com/portal/?tab=login</u>

IF SUBMITTING A SEALED OFFER, PLEASE MARK ENVELOPE:

"RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE"

IF SUBMITTING AN ELECTRONIC SEALED OFFER IN THE "BONFIRE" ELECTRONIC BIDDING PLATFORM (PREFERRED METHOD): USE LINK, <u>https://brazoriacounty.bonfirehub.com/portal/?tab=login</u>, CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:

DELIVER OFFER TO: <u>PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES</u> SUSAN SERRANO, CPPO, CPPB COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515

****MAILING ADDRESS** (SEE NOTE BELOW)

**US Postal Service mailing address

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

<u>HOWEVER</u>, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS SUSAN SERRANO, CPPO, CPPB COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT 111 E. LOCUST, BLDG A-29, SUITE 100 ANGLETON, TEXAS 77515 BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section "Questions Due Date (for Clarifications)", which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other <u>known</u> prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent's responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to known respondents and shall be posted the Bonfire electronic bidding platform all on at https://brazoriacounty.bonfirehub.com/portal/?tab=login. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder's company name, the Offer name, number and due date.

SUSAN SERRANO, CPPO, CPPB Brazoria County Courthouse 111 E. Locust Street, Bldg. A-29, Suite 100 Angleton, Texas 77515

Published Dates:

WEDNESDAY, DECEMBER 11, 2024 WEDNESDAY, DECEMBER 18, 2024

BRAZORIA COUNTY CONTRACT SHEET

THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2025, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and ______ (hereinafter designated Vendor / Contractor).

(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE as stated in the Request for Proposal Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE
- Vendor's submittal to the above listed RFP and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this day of 2025.



REQUEST FOR PROPOSAL TABLE OF CONTENTS

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

All documents included in this Table of Contents represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A and Exhibit B are required to be submitted in your bid/offer package. *It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.*

The "Exhibit A - Required Forms" and "Exhibit B – Additional Requirements" below <u>are required</u> to be uploaded into the Bonfire electronic procurement portal system <u>or</u> included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- NON COLLUSION AFFIDAVIT
- BID BOND
- CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ (*if applicable*)
- CONTRACTOR ACKNOWLEDGMENT OF STORMWATER MANAGEMENT PROGRAM
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM (*Vendor to sign form if applicable to telecommunications*)
- AUTHORIZED NEGOTIATOR
- RESIDENT / NONRESIDENT BIDDER PROVISIONS
- VENDOR DATA SHEET & W-9 FORM

EXHIBIT B – VENDOR'S RESPONSE

- BID TABLE
- VENDOR RESPONSE TO EVALUATION CRITERIA
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS (*if applicable*) (If vendor has any exceptions to the RFP terms & conditions or special requirements, they must be included with the RFP submittal in order to be considered)
- SIGNED ADDENDA (if applicable)
- ADDITIONAL VENDOR SUBMITTED ATTACHMENTS

Attachments to the RFP:

- Exhibit A Required Documents
- Exhibit B Vendor's Response
- Attachment A Bid Table
- Attachment B Non Disclosure Agreement

BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

Brazoria County is seeking proposals for three (3) 500KW natural gas generators, one (1) 4000A bypass isolated automatic transfer switch, one (1) 4000amp dual purpose docking station, labor & materials for new generator install, temporary generator hook-ups to convert ex-ATS's to junction boxes, gas line installation to all three (3) generators and concrete pad installations. It will also consist of disconnecting and hauling off four (4) existing generators. Proposals shall also include maintenance warranty and service package.

2.0 GENERAL REQUIREMENTS

Installation and Repairs:

All work shall be in accordance with federal, state and local codes and ordinances and comply with the Occupational Safety and Health Administration (OSHA) Requirements, National Electrical Code, and Americans with Disabilities Act Accessibility Guidelines.

Service Manuals:

Contractor shall ensure all operating and maintenance manuals for equipment are provided to the County.

Security and Identification:

Contractors shall abide by all procedures and rules as conveyed by Brazoria County Project Manager regarding security requirements of the property where work is to be performed. Contractor employees must wear either uniforms or appropriate clothing, identifying them as employees of the contractor at all times when working at any Brazoria County Property.

Training of Brazoria County Personnel:

The contractor shall provide training to Brazoria County designated personnel for all mechanical equipment and parts installed, upon request of the Project Manager.

BRAZORIA COUNTY INSTRUCTIONS TO RESPONDENTS

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Request for Proposal Number 25-23, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 **PROJECT DESCRIPTION**

Brazoria County is seeking proposals **for** three (3) 500KW natural gas generators, one (1) 4000A bypass isolated automatic transfer switch, one (1) 4000amp dual purpose docking station, labor & materials for new generator install, temporary generator hook-ups to convert ex-ATS's to junction boxes, gas line installation to all three (3) generators and concrete pad installations. It will also consist of disconnecting and hauling off existing generators. Proposals shall also include maintenance warranty and service package.

3.0 ESTIMATED PROJECT TIMELINE (*dates may be subject to change*)

Step One –	
Publicly advertised (1st Notice)	Wednesday, December 11, 2024
Publicly advertised (2nd Notice)	Wednesday, December 18, 2024
Deadline for Questions (Clarifications) Submitted	Thursday, January 09, 2025
Deadline for Addendum to be posted in Bonfire	Monday, January 13, 2025
Response Open/Due date by 11:00 a.m. C.S.T.	Tuesday, January 21, 2025
Negotiations (<i>if applicable to project</i>) Enter into negotiations with the highest ranked vendor	TBD
Award - Contract approval by Commissioner's Court	Tuesday, February 11, 2025

4.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Thursday, January 09, 2025. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

5.0 PRE-OFFER MEETING AND SITE VISIT

A pre-offer meeting and site visit will be held on Tuesday, January 07, 2025 at 10a.m at the Brazoria County Sheriff's Office Administration Building located at 3602 County Road 45 Angleton, Texas 77515. Attendance is not mandatory in order to submit an offer; however, it is highly recommended. Interested parties are encouraged to download all of the proposal documents prior to attending the meeting.

Due to the nature of the facility, we are allowing two (2) individuals from your company to attend the site visit portion of the meeting. Those individuals will need to submit a completed Non-Disclosure Agreement (NDA) which is included in Attachment B of the solicitation package, as well as provide their full name and email address in order for a background check to be completed. Please send an email to <u>bidclarifications@brazoriacountytx.gov</u> and include the full name and email address of the two (2) individuals that will be in attendance and attach their signed NDA forms. The Brazoria County Human Resources Department will send a link to the individuals in order for their background check to be completed. Once we receive notification that their background check is cleared, our office will notify you.

A clear background check and signed NDA will need to be received by our department prior to attending the pre-offer meeting and site visit. Any parties in attendance that has not been cleared will not be allowed to attend the site visit portion of the pre-offer meeting.

Vendors are to submit their signed Non-Disclosure Agreements, full name and email address to <u>bidclarification@brazoriacountytx.gov</u> no later than Monday, December 30, 2024.

6.0 **PROPOSAL REQUIREMENTS**

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a proposal to examine the contract documents thoroughly.

RFP SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

If submitting an RFP Electronic Document Submission (using the Bonfire electronic platform)

Respondent shall fill out and upload the "Exhibit A Required Forms" and "Exhibit B Additional Requirements" into the Bonfire electronic platform. An authorized representative of the company **MUST** sign all required forms. See "Exhibit A Required Forms" for instructions on signing electronically.

If submitting an RFP Hard Copy Document Submission

One (1) original hard copy shall be submitted, which will consist of "Exhibit A Required Forms" and "Exhibit B Additional Requirements".

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the RFP number.

7.0 PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents as attached.

8.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with respondents. Additional information will be accepted during this period from

respondents who responded to the original request. Respondents may NOT initiate discussions. Brazoria County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Brazoria County shall rank responses in accordance with the Evaluation Criteria and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more respondents or may conduct discussions and interviews with top-ranked responsible respondent(s).

During the discussion / interview and negotiations, the evaluation team may allow the respondent(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible respondent whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

"Lowest and best" means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Brazoria County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will not be disclosed prior to award or rejection by Brazoria County.

Brazoria County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

8.1 <u>Purchasing Preference Recycled Material</u>

- 8.1.1 Per the Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 328, Subchapter K, Rule § 328.203, regarding Waste Minimization and Recycling, the County is required to give preference to vendors that offer products made from recycled materials. This preference is only given if the products meet the County's specifications of quality and quantity. Preferences will be applied in accordance with state and federal procurement statutes and rules.
- 8.1.2 The County relies on vendors to correctly represent the products offered in response to a solicitation and will not be responsible for incorrect information provided by an offeror/vendor. Categories of recycled products and recommended percentages of post-consumer materials and total recovered materials content can be found in the Environmental Protection Agency's Comprehensive Procurement Guidelines here: <u>EPA Procurement Guidelines for Products</u>.

8.2 Financial Statements

If your company is either short listed or deemed the highest ranked, you may be required to submit your current and prior 2 years financial statements for review. This ensures Brazoria County that your company, if awarded, has the financial capacity to perform its obligations under for the entirety of the contract.

Failure to provide financial statements may deem your submission as non-responsive.

9.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Price –	30 points
Price submitted in offer	_
Qualifications-	30 points
Provide qualifications and experience your company has with	_
similar projects	
Installation Timeline and Customer Service Approach –	30 points
Provide a narrative of the installation timeline and your company's customer service approach.	_
References- Provide a minimum of five (5) references for similar services to local government	5 points
agencies and/or other entities within the last five (5) years.	
Preference Recycled Material-	5 points
Vendor is to include the proposed product/material MSDS with their submission	

Bonus Scoring (15 point scale)

9.1 Bonus Points-Interview (If requested by evaluation committee)

Your score may be adjusted up to a maximum of 15 points-total overall possible evaluation points=15

- 9.1.1 Response to Questions & Answers (0-10 points)
- 9.1.2 Interview preparedness & adherence to interview (0-5 points)

10.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue until completion of the project as stated on the Offer Sheet contained herein.

Brazoria County retains the option to solicit new proposals at any time if in its best interest.

11.0 **PROJECT MANAGER**

Chad Jones Brazoria County Sheriff's Office

The County will maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of the contract.

12.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a proposal submission deadline, the closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

13.0 INSURANCE REQUIREMENTS

Vendor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Vendor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Vendor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Vendor shall require that any and all subcontractors that are not protected under the Vendor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Vendor and provide written proof of such insurance to Vendor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Vendor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Vendor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Vendor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

14.0 CHANGE ORDERS

Due to budget constraints, change orders will be limited to those revisions that are due to unforeseen conditions and are approved by Brazoria County. Vendors are advised to fully understand the scope of work and to review the specifications and drawings in order to submit any requests for clarifications prior to the proposal opening.

In the event a change order is required and approved by Brazoria County, said changes shall be incorporated into this Contract in the form of a change order. All change orders shall be subject to the review and approval of Brazoria County Commissioner's Court, or the Court's designee, and shall be in accordance with the Local Government Code.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications or drawings shall be reported at once to the Brazoria County Project Manager and work shall not proceed except at the Vendor's risk, until written instructions have been received by him from the Brazoria County Project Manager.

15.0 FINAL INSPECTION

When the work included in this Contract is substantially completed, the Vendor shall notify the Project Manager in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Project Manager will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

Per Brazoria County, substantial completion is defined as a designated portion of a construction project that is sufficiently complete in accordance with the contract for the owner to occupy and / or utilize it for its intended use, without undue interference.

16.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Brazoria County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

17.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check <u>www.sam.gov</u>, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check <u>www.sam.gov</u> for debarment. If you do not have a Unique Entity ID number, you can request a number for free by visiting <u>https://sam.gov/content/entity-registration</u>. For additional information about the change from DUNS to Unique Entity ID visit <u>https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here</u>. Brazoria County is unable to conduct business with vendors who have been debarred.

18.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Purchasing Department, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

19.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <u>http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM</u> Texas Local Government Code Chapter 176 can be found here: <u>http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm</u> Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your proposal, as well as to:

Brazoria County Courthouse County Clerk's Office 111 E. Locust Street, Suite 200 Angleton, TX 77515

20.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

21.0 BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

It is the policy of the County that contractor employees and subcontractors that will complete work in sensitive areas on Brazoria County property be subject to a criminal background check. The County reserves the right to determine a sensitive area and the appropriateness of a criminal background check for any contractor employee or subcontractor.

Non-Disclosure Agreements (NDA) may also be required by Brazoria County. NDAs will be provided to contractor employees and any subcontractors by the Purchasing Department and must be signed and returned in a time frame determined by Purchasing Department

22.0 BUILD AMERICA, BUY AMERICA ACT (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

23.0 ADDITIONAL REQUIREMENTS, FEDERAL

23.1 Remedies

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c) Take any and all other remedies that may be legally available.

23.2 Access to Records and Record Retention

"<u>Retention of Records.</u> The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the FEMA or applicable Federal Administrator, Brazoria County, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

Access to Records. The following access to records requirements apply to this contract:

1) The contractor agrees to provide Brazoria County, any State or Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

1) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2) The contractor agrees to provide any State or Federal Agency, Brazoria County, the Comptroller General of the United States, or any of their authorized representatives or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

23.3 Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

23.4 Procurement of Recovered Materials (Solid Waste Disposal Act):

Application:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www3.epa.gov/epawaste/conserve/tools/cpg/index.htm

The list of EPA-designate items is available at <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>

23.5 Domestic Preferences for Procurements (2 CFR 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23.6 DHS Seal, Logo and Flags

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or Federal Administrator preapproval."

23.7 Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA (or applicable Federal Administrator) financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA (or applicable Federal Administrator), policies, procedures, and directives."

23.8 No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

23.9 Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

23.10 Termination for Cause and Convenience

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

23.11 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

23.12 Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to Brazoria County and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator."

23.13 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

23.14 Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

23.15 Equal Opportunity:

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41

C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

§ 60–1.4 Equal opportunity clause.

Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

23.16 Davis-Bacon Act and Copeland Anti-Kickback Act

(1) Minimum wages.

(i) All <u>laborers</u> and mechanics <u>employed</u> or working upon the site of the work (or under the <u>United States Housing Act of 1937</u> or under the <u>Housing Act of 1949</u> in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the <u>Secretary</u> of Labor under the Copeland Act (<u>29 CFR part 3</u>)), the full amount of <u>wages</u> and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the <u>wage determination</u> of the <u>Secretary</u> of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such <u>laborers</u> and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the <u>Davis-Bacon Act</u> on behalf of <u>laborers</u> or mechanics are considered <u>wages</u> paid to such <u>laborers</u> or mechanics, subject to the provisions of <u>paragraph (a)(1)(iv)</u> of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such weekly period. Such <u>laborers</u> and mechanics shall be paid the appropriate wage rate and fringe benefits on the <u>wage determination</u> for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). <u>Laborers</u> or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the <u>employer</u>'s payroll records accurately set forth the time spent in each classification in which work is performed. The <u>wage determination</u> (including any additional classification and wage rates conformed under <u>paragraph (a)(1)(ii)</u> of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at <u>the site of the work</u> in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The <u>contracting officer</u> shall require that any class of <u>laborers</u> or mechanics, including helpers, which is not listed in the <u>wage determination</u> and which is to be <u>employed</u> under the <u>contract</u> shall be classified in conformance with the <u>wage determination</u>. The <u>contracting officer</u> shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the <u>wage determination</u>; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the <u>wage determination</u>.

(B) If the contractor and the <u>laborers</u> and mechanics to be <u>employed</u> in the classification (if known), or their representatives, and the <u>contracting officer</u> agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the <u>contracting officer</u> to the <u>Administrator</u> of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The <u>Administrator</u>, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the <u>contracting officer</u> or will notify the <u>contracting officer</u> within the 30-day period that additional time is necessary.

(C) In the event the contractor, the <u>laborers</u> or mechanics to be <u>employed</u> in the classification or their representatives, and the <u>contracting officer</u> do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the <u>contracting officer</u> shall refer the questions, including the views of all interested parties and the recommendation of the <u>contracting officer</u>, to the <u>Administrator</u> for determination. The <u>Administrator</u>, or an authorized representative, will issue a determination within 30 days of receipt and so advise the <u>contracting officer</u> or will notify the <u>contracting officer</u> within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this <u>contract</u> from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the <u>contract</u> for a class of <u>laborers</u> or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as <u>stated</u> in the <u>wage determination</u> or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the <u>wages</u> of any <u>laborer</u> or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the <u>Secretary</u> of Labor has found, upon the written request of the contractor, that the applicable standards of the <u>Davis-Bacon Act</u> have been met. The <u>Secretary</u> of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this <u>contract</u> or any other Federal <u>contract</u> with the same prime contractor, or any other federally-assisted <u>contract</u> subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay <u>laborers</u> and mechanics, including <u>apprentices</u>, trainees, and helpers, <u>employed</u> by the contractor or any subcontractor the full amount of <u>wages</u> required by the <u>contract</u>. In the event of failure to pay any <u>laborer</u> or mechanic, including any <u>apprentice</u>, trainee, or helper, <u>employed</u> or working on <u>the site of the</u> <u>work</u> (or under the <u>United States Housing Act of 1937</u> or under the <u>Housing Act of 1949</u> in the construction or development of the project), all or part of the <u>wages</u> required by the <u>contract</u>, the (Agency) may, after written notice to the contractor, <u>sponsor</u>, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all <u>laborers</u> and mechanics working at <u>the site of the work</u> (or under the <u>United States</u> <u>Housing Act of 1937</u>, or under the <u>Housing Act of 1949</u>, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of <u>wages</u> paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the <u>Davis-Bacon Act</u>), daily and weekly number of hours worked, deductions made and actual <u>wages</u> paid. Whenever the <u>Secretary</u> of Labor has found under <u>29 CFR 5.5(a)(1)(iv)</u> that the <u>wages</u> of any <u>laborer</u> or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the <u>Davis-Bacon Act</u>, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the <u>laborers</u> or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing <u>apprentices</u> or <u>trainees</u> under approved programs, the registration of the <u>apprentices</u> and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons <u>employed</u> under the <u>contract</u> and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each <u>laborer</u> or mechanic (including each helper, <u>apprentice</u>, and trainee) <u>employed</u> on the <u>contract</u> during the payroll period has been paid the full weekly <u>wages</u> earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full <u>wages</u> earned, other than permissible deductions as set forth in Regulations, <u>29 CFR part 3</u>;

(3) That each <u>laborer</u> or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable <u>wage determination</u> incorporated into the <u>contract</u>.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph(a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and <u>section 231</u> of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview <u>employees</u> during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the <u>Federal agency</u> may, after written notice to the contractor, <u>sponsor</u>, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of <u>apprentices</u>, <u>trainees</u> and journeymen under this part shall be in conformity with the equal employment opportunity requirements of <u>Executive Order 11246</u>, as amended, and <u>29 CFR part 30</u>.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of <u>29 CFR part 3</u>, which are incorporated by reference in this <u>contract</u>.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the <u>contract</u> clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the <u>contract</u> clauses in <u>29 CFR 5.5</u> may be grounds for termination of the <u>contract</u>, and for debarment as a contractor and a subcontractor as provided in <u>29 CFR 5.12</u>.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in $\underline{29}$ CFR parts $\underline{1}, \underline{3}$, and $\underline{5}$ are herein incorporated by reference in this <u>contract</u>.

(9) Disputes concerning labor standards. Disputes arising out of the <u>labor standards</u> provisions of this <u>contract</u> shall not be subject to the general disputes clause of this <u>contract</u>. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in $\underline{29}$ CFR parts $\underline{5}$, $\underline{6}$, and $\underline{7}$. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting <u>agency</u>, the U.S. Department of Labor, or the <u>employees</u> or their representatives.

(10) Certification of eligibility.

(i) By entering into this <u>contract</u>, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the <u>Davis-Bacon Act</u> or <u>29 CFR 5.12</u>(a)(1).

(ii) No part of this <u>contract</u> shall be subcontracted to any person or firm ineligible for award of a Government <u>contract</u> by virtue of section 3(a) of the <u>Davis-Bacon Act</u> or <u>29 CFR 5.12</u>(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

23.17 "Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as any State and or Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

23.18 Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(1) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State, Federal agency, loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

23.19 Rights to Inventions Made Under a Contract or Agreement

Application:

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant <u>Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program,</u> <u>Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs</u> <u>Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."</u>

b. State or Federal award meets the definition of "funding agreement" under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

BRAZORIA COUNTY BID TABLE SUBMITTAL INSTRUCTIONS

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

<u>Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform</u>

1.0 ONLINE OFFER SUBMISSION (PREFERRED METHOD OF SUBMISSION)

RESPONDENTS ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE PROPOSAL SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy proposal

2.0 HARD COPY PROPOSAL SUBMISSION

RESPONDENTS ARE TO INCLUDE WITH THEIR SEALED HARD COPY PROPOSAL, A PRINTED COPY OF ATTACHMENT A BID TABLE.

IN ADDITION, VENDORS ARE TO INCLUDE THE BID TABLE (IN EXCEL FORMAT) SAVED TO A FLASH DRIVE OR CD.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY STATEMENT OF NO OFFER

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

If Respondent is not submitting on the goods and/or services as stated in this RFP, please download and complete this form.

Mail the form.to: Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

Or Fax to: 979-864-1034

Or email to: aerickson@brazoriacountytx.gov

*****	***************************************	***
NAME OF FIRM	1:	
ADDRESS:		
SIGNATURE:		
TELEPHONE:	DATE:	
*****	*************************************	
The above has de	eclined to submit a response for the following reason(s) [please check all that apply]:	
	Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.	
	Specifications unclear (please explain below).	
	We do not offer this commodity and/or service or an equivalent.	
	Insufficient time to respond to the RFP.	
	Our schedule would not permit us to perform.	
	Cannot meet insurance requirements.	
Remark	s:	

BRAZORIA COUNTY STANDARD TERMS AND CONDITIONS

- 1. **FUNDING**: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
- 2. DELIVERY: Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.
- 3. AWARD OF CONTRACT: Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.
 - **3.1** Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.
- 4. EQUAL EMPLOYMENT: All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- 5. CONTRACT: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 25-23 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
- 6. INTERLOCAL PARTICIPATION: It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes an offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.
 - **6.1** It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
- 7. DEFAULT OF RESPONDENT: If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.
 - 7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.
- 8. ADDENDA: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.
- 9. SALES TAX: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- 10. ETHICAL CONDUCT: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
 - **10.1** The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
- 11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - 1) Have adequate financial resources, or the ability to obtain such resources as required;
 - 2) Be able to comply with the required or proposed delivery schedule;
 - 3) Have a satisfactory record of performance;
 - 4) Have a satisfactory record of integrity and ethics;
 - 5) Be otherwise qualified and eligible to receive an award.
 - **11.1** Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
- 12. **REFERENCES**: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.
- **13. INSURANCE**: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
- 14. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- **15. INDEMNIFICATION**: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
 - **15.1** Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.
 - **15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- 16. THIRD PARTY BENEFICIARY CLAUSE: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 17. PURCHASE ORDERS REQUIRED: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

- **18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. TERMINATION OF CONTRACT:

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

- 21. DELIVERY OF NOTICES: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS: Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.
- 23. HAZARDOUS SUBSTANCES: State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT: Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
 - **25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- 27. WARRANTY: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor

shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

- 28. ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- **29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

- 30. DRAWINGS: All drawings, plans, and specifications are hereby attached and made a part of this Contract.
- **31. RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.
- **32. BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.
- **33. PERFORMANCE AND PAYMENT BONDS:** In the event the total accepted proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional
- 34. APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

days to submit the required bonds issued by a surety company acceptable to Brazoria County.

- **35.** COMPLIANCE WITH APPLICABLE LAWS: Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.
- **36.** FORCE MAJEURE: Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- **37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE
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quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

- **39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.
- **40.** AGREEMENT TO NOT BOYCOTT ISRAEL: By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- **41. TEXAS GOVERNMENT CODE 552, SUBCHAPTER J**: Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 42. PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION: By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.
- **43.** AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES: By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- **44. AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].
- **45. DEBRIEF, PROTEST AND APPEAL PROCUDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, <u>https://www.brazoriacountytx.gov/departments/purchasing/doing-business</u>.
- 46. DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County.

BRAZORIA COUNTY SPECIAL REQUIREMENTS

RFP #25-23 GENERATORS FOR THE SHERIFF'S OFFICE

RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful respondent represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by respondent. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Respondents are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Respondent must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the respondent's employees. Respondent's offices, administration and/or place of business will not be on Brazoria County premises and will be the respondent's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the respondent is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the respondent's employees and or equipment during the course of the Contract.

Respondents may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful respondent as selected by the evaluation committee. If Brazoria County and respondent are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that respondent and enter into negotiations with another respondent.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the respondent for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Submission of an offer implies the respondent's acceptance of the evaluation criteria and respondent recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the respondent in preparing a response to this RFP. Brazoria County makes

no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Public Information Act". To the extent permitted by law, respondents may request in writing nondisclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the respondent relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of respondent's proposal.

All information provided to respondent for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by respondent for any other purposes.

The respondent is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at respondent's risk.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, bidder **MUST** draw a line through the error and initial each change.

Exceptions

Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail.

Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act

All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Offer - Electronic Submissions

Once the project closes in Bonfire, Respondents are not able to upload a finalized submission electronically.

Late Offer – Hard Copy Submissions

Hard Copy proposals received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic

If an error is made after your proposal submission is finalized, click <u>HERE</u> for instructions. Bonfire allows for respondents to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy

Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Offer

Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Offer

An offer may not be withdrawn or canceled by the respondent without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and respondent so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Respondent will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Personnel

Successful respondent agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful respondent agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful respondent's employees and the successful respondent will duly consider such request.

Legal Documents

Respondent must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by respondent's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful respondent and Brazoria County. The selected respondent will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The respondent's response may be incorporated into any Contract which results from this RFP, therefore, respondents are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the respondent to meet such claims will result in a requirement that the respondent provide resources necessary to meet submitted claims and/or breach of Contract.

Title VI and Related Statues Nondiscrimination Statement

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

L.M. "MATT" SEBESTA COUNTY JUDGE

Titulo VI y Estatutos Relacionados Declaration de No Discrimacion

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

L.M. "MATT" SEBESTA, JR. COUNTY JUDGE

PREVAILING WAGE RATES

"General Decision Number: TX20240233 11/08/2024

Superseded General Decision Number: TX20230233

State: Texas

Construction Type: Building

County: Brazoria County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<pre> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: </pre>	<pre>. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</pre>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	· · ·

that	contract	in	2024.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024
2	10/18/2024
3	11/08/2024

ASBE0022-009 07/03/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
BOIL0074-003 07/01/2023		
	Rates	Fringes
BOILERMAKER	\$ 37.00	24.64
CARP0551-009 04/01/2021		
	Rates	Fringes
CARPENTER (Excludes Drywall Hanging, Form Work, and Metal Stud Installation)	\$ 25.86	9.08
ELEC0716-005 08/29/2023		
	Rates	Fringes
ELECTRICIAN (Excludes Low		

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Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
ELEV0031-003 01/01/2024		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 51.32	37.885+a+b
FOOTNOTES: A. 6% under 5 years based on hours worked. 8% over 5 yea for all hours worked.	_	—
B. Holidays: New Year's Day; Labor Day; Thanksgiving Day; Christmas Day; and Veterans	Friday after	
* ENGI0450-002 04/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes	\$ 39.47	10.39
IRON0084-011 06/01/2023		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 27.51	8.13
IRON0135-002 09/01/2022		
	Rates	Fringes
IRONWORKER, STRUCTURAL	\$ 34.35	14.44
PLUM0068-002 10/01/2023		
	Rates	Fringes
PLUMBER	\$ 34.86	11.68
PLUM0211-010 10/01/2024		
	Rates	Fringes

PIPEFITTER (Including HVAC Pipe Installation)	\$ 41.14	11.86	
SHEE0054-003 04/01/2020			
	Rates	Fringes	
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85	
* SUTX2014-008 07/21/2014			
	Rates	Fringes	
ACOUSTICAL CEILING MECHANIC	\$ 16.41	** 3.98	
BRICKLAYER	\$ 19.86	0.00	
CAULKER	\$ 15.36	** 0.00	
CEMENT MASON/CONCRETE FINISHER.	\$ 13.33	** 0.00	
DRYWALL FINISHER/TAPER	\$ 16.30	** 3.71	
DRYWALL HANGER AND METAL STUD	\$ 17.45	3.96	
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37	
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68	
FLOOR LAYER: Carpet	\$ 20.00	0.00	
FORM WORKER	\$ 12.57	** 0.00	
GLAZIER	\$ 19.12	4.41	
INSULATOR - BATT	\$ 14.87	** 0.73	
IRONWORKER, REINFORCING	\$ 12.10	** 0.00	
LABORER: Common or General	\$ 10.55	** 0.00	
LABORER: Mason Tender - Brick.	\$ 13.37	** 0.00	

LABORER: Mason Tender -			
Cement/Concrete\$	10.86	* *	0.00
LABORER: Pipelayer\$	12.94	**	0.00
LABORER: Roof Tearoff\$	11.28	* *	0.00
LABORER: Landscape and Irrigation\$	9.49	* *	0.00
LATHER\$	19.73		0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$	15.56	**	0.00
OPERATOR: Bobcat/Skid			
Steer/Skid Loader\$	13.93	* *	0.00
OPERATOR: Bulldozer\$	20.77		0.00
OPERATOR: Drill\$	16.22	* *	0.34
OPERATOR: Forklift\$	15.64	**	0.00
OPERATOR: Grader/Blade\$	13.37	* *	0.00
OPERATOR: Loader\$	13.55	* *	0.94
OPERATOR: Mechanic\$	17.52		3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$	16.03	**	0.00
OPERATOR: Roller\$	16.00	* *	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall			
Finishing/Taping\$	16.77	* *	4.51
ROOFER\$	15.40	* *	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)\$	20.05		4.19
SHEET METAL WORKER (HVAC Unit Installation Only)\$	19.67		2.24
SPRINKLER FITTER (Fire			

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Sprinklers)\$ 22.17	9.70
TILE FINISHER\$ 12.00 **	0.00
TILE SETTER\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer	
Truck\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck\$ 12.00 **	4.11
WATERPROOFER\$ 14.39 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

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like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

BRAZORIA COUNTY INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

- 1. Statutory workers compensation in accordance with the State of Texas requirements.
- 2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	COVERAGE	PER OCCURRENCE
a.	Premises and product liability	\$1,000,000
b.	Aggregate policy limits	\$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	\$1,000,000
b. Property damage	\$1,000,000

Insurance certificates and policy endorsements shall include agreements to <u>hold</u> Commissioners Court of Brazoria County and Brazoria County, Texas <u>harmless</u>; i.e., shall include coverage for "<u>Hold Harmless Agreement</u>".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas. Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

BRAZORIA COUNTY BID BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

BID BOND: All respondents must submit with bid/proposal, a bid bond for at least five percent (5%) of the total bid/proposal price for this construction of a public work project. A Bid Bond shall be issued by a surety acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

If submitting to this Bid/Offer electronically, an original (paper, not electronic) bid bond is required to be mailed to the Purchasing Department within three (3) business days *of receipt of the Intent to Award letter* and a copy of the original bid bond shall be submitted with the electronic Bid/Offer response. Please use the label found on the last page of the RFP procurement package, as well as the hard copy mailing address found in the same procurement package. If submitting to this Bid/Offer through hard copy format (not electronically), the original bid bond must be included in the Bid/Offer response.

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Brazoria County for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that respondent will furnish the requisite performance and payment bonds as may be required within ten (10) days after award of the contract and receipt of contract and performance bond forms.

Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

BRAZORIA COUNTY PERFORMANCE BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

PERFORMANCE BOND: (Public Works Contract or as Required by Commissioner's Court) As designated below, the successful respondent must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

_____ PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000 AND IS FOR PUBLIC WORK. X

PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$50,000.00 AND IS REQUIRED BY BRAZORIA COUNTY.

If the performance bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

BRAZORIA COUNTY PAYMENT BOND INFORMATION AND REQUIREMENTS

The following requirements supersede other requirements where applicable.

PAYMENT BOND: (Public Works Contract) In the event the total accepted bid/proposal price exceeds \$25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS FOR PUBLIC WORKS.

If the payment bond and related documents are not returned to the Brazoria County Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515 within ten (10) days of award, Brazoria County has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Purchasing Department from the Contractor's Surety before any payments will be made.

CERTIFICATE OF INTE	RESTED PARTIES	FORM 1295
		OFFICE USE ONLY
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6		
 Name of business entity filing form, a entity's place of business. 	and the city, state and country of the busin	ess
2 Name of governmental entity or stat which the form is being filed.	e agency that is a party to the contract for	ndol ittal.
3 Provide the identification number us and provide a description of the server	ed by the governmental entity or state age vices, goods, or other property to be provid	ncy to track or identify the contract, led under the contract.
4 Name of Interested Party	City, State, Country	Nature of Interest (check applicable)
Connectionales Contract and Careful Contract -	(place of business)	Controlling Intermediary
	and a	
	and co.	
	70,9	
ant	0	
5 Check only if there is NO Interes	ted Party.	
⁶ UNSWORN DECLARATION		
My name is	, and my date of	birth is
(street) I declare under penalty of perjury that the for	egoing is true and correct.	(state) (zip code) (country)
Executed in County,	State of day of _	(month) (year)
		ent of contracting business entity eclarant)
ADI	ADDITIONAL PAGES AS NECES	SARY
Form provided by Texas Ethics Commission	www.ethics.state.tx.us	Revised 12/22/201

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) the contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) the governing body has legal authority to delegate to its staff the authority to execute the contract

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

(a) "Contract" means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) "Signed" includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

(1) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(2) the value of the changed contract is at least \$1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

(1) there is a change to the disclosure of interested parties; or

(2) the changed contract requires an action or vote by the governing body of the entity or agency;

or

(3) the value of the changed contract is at least \$1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

******Note: A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

- 1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
- 2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended open lize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A)engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards begin or upplicable federal and state law; or
 - (B) does business with a company described by Paragraph (A)
- 3. Per Government Code Chapter 2274 (87(R) Sentte Dil 19), "Discriminate against a finearm entity or firearm trade association":
 - (A) means, with respect to the entity or as ociation, to:
 - (i) refuse to engage in the trace of any goods or service; with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade as ocia io ;; or
 - (iii) tern inate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade as sociation;
- 4. "Company" has the meaning assigned by Tex is Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

```
I. (Person name), the undersigned representative of (Company or Business Name)
(hereinafter referred to as Company)
```

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, (A) does not boycott Israel currently;

- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not boycott a firearm entity of firearm trade association currently; and
- (F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

BRAZORIA COUNTY RETURN LABEL

USE THIS LABEL ONLY IF YOU <u>ARE</u> SUBMITTING A HARD COPY PROPOSAL SUBMISSION

SEALED REQUEST FOR PROPOSAL (RFP)					
RFP#:	25-23				
OPENING DATE:	TUESDAY, JANUARY 21, 2025				
OPENING TIME:	11:00 A.M. LOCAL TIME				
RFP DESCRIPTION:	GENERATORS FOR THE SHERIFF'S OFFICE				
RETURN OFFER TO:	PHYSICAL ADDRESS:				
	COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515				
DATED MATERIAL – DELIVER IMMEDIATELY					

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!

*******LATE RFP's CANNOT BE ACCEPTED******

ATTACHMENT C

Buy America, Build America Act (BABAA)

Required Self-Certification

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the ______ that the iron, steel, (Project Name and location) manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31

U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

Signature of [Contractor's or Subcontractor's] Authorized Official

Name and Title of [Contractor's or Subcontractor's] Authorized Official

BRAZORIA COUNTY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

I, ______(print or type name), as an employee and/or subcontractor of ______, providing service for Brazoria County, agree not to disclose to any non-essential third party, individual, or business entity including individuals in or outside of ______, who have not been fully vetted by the Brazoria County

Human Resources Department nor have signed a nondisclosure agreement in connection with the provided services.

Further, I understand that information and/or data, including any photographs, or notes related to Brazoria County, I may be aware of, or possess is considered sensitive and a security interest to Brazoria County. I agree not to appropriate such information and/or data for personal use, nor release or discuss such information and/or data with third parties unless I am specifically authorized in writing to do so by Brazoria County.

This agreement shall continue for a term of five (5) years from the date I last accessed said information and/or data. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive or source selection information to any individual or business entity unless that individual or business entity is authorized by Brazoria County to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal penalties under Texas law.

Signed Agreements: The Contractor and any subcontractors further agree to sign an Agreement to this effect. The Contractor further agrees to sign an Agreement to this effect with other private or public entities providing sensitive data for performance under this proposal.

(Signature of Contractor Employee)

(Printed Name)

Date

(Title)

(Company Name)

(Telephone Number)

CERTIFICATE OF INTERESTED PARTIES

			1 of 1			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USI				
 Name of business entity filing form, and the city, state and cour of business. McDonald Municipal & Industrial A Division of C.F. McDonald Houston, TX United States Name of governmental entity or state agency that is a party to the being filed. Brazoria County 	Certificate Number: 2025-1293586 Date Filed: 04/09/2025 Date Acknowledged: 4/9/2025					
3 Provide the identification number used by the governmental end description of the services, goods, or other property to be provident RFP#25-23 Generators for the Sheriff's Office						
4 Name of Interested Party	City, State, Country (place of busine		f interest oplicable) Intermediary			
Stephenson, Larry	Houston, TX United States	X				
Berkenmeier, Wayne	Houston, TX United States	х				
Keller, Harry	Houston, TX United States	х				
Dollar, Diane	Houston, TX United States	x				
5 Check only if there is NO Interested Party.						
6 UNSWORN DECLARATION My name is Wayne Berkenmeier, and my date of birth is 515 1970						
My address is 50444 Timber Creek , Houston , TX , 77017 , USA . (street) (city) (state) (zip code) , (country)						
I declare under penalty of perjury that the foregoing is true and corre Executed inCount	ct. y, State of <u>Texas</u> , on the	day of Apr (month)	, 20 (year)			
	Signature of authorized agent of contr (Declarant)	racting business entity				

Boycott Verification

This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

- 1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose
- 2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuelbased energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
- 3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
- 4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more fulltime employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

I, Wayne Berkenmeier (Person name), the undersigned representative of (Company or Business Name) McDonald Municipal & Industrial – A Division of C.F. McDonald Electric, Inc.

(hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company namedabove,

- (A) does not boycott Israel currently;
- (B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
- (C) does not boycott energy companies currently;
- (D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
- (E) does not discriminate against a firearm entity of firearm trade association currently; and
- (F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

04/09/2025 DATE

SIGNATURE OF COMPANY REPRESENTATIVE Wayne Berkenmeier

CONFL	ICT OF INTERES	ST QUESTIONNAIRE		FORM CIG
For vendo	r doing business with	local governmental entity		
This questionna	ire reflects changes made to the	he law by H.B. 23, 84th Leg., Regular Session	. OF	FICEUSEONLY
has a business i		ith Chapter 176, Local Government Code, by a ion 176.001(1-a) with a local governmental en 6(a).		ved
han the 7th busir		cords administrator of the local governmental en or becomes aware of facts that require the stater nt Code.		
	s an offense if the vendor knowin s section is a misdemeanor.	gly violates Section 176.006, Local Government	Code. An	
Name of ver	ndor who has a business rel	lationship with local governmental entity		
McDona	ald Municipal & Industria	I – A Division of C.F. McDonald Elec	tric, Inc.	
Compl	eted questionnaire with the a	update to a previously filed questionnaire uppropriate filing authority not later than the ally filed questionnaire was incomplete or	7th business day after	
Name of loc	al government officer abou	t whom the information is being disclose None	d.	
		Name of Officer		
officer, as d	lescribed by Section 176.00 ubparts A and B for each em	usiness relationship with the local gove 3(a)(2)(A). Also describe any family relat ployment or business relationship descr	ionship with the local	I government office
officer, as d Complete s	lescribed by Section 176.00 ubparts A and B for each em essary.	3(a)(2)(A). Also describe any family relat	ionship with the loca ibed. Attach addition	l government office al pages to this Forr
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officer, as d Complete s	lescribed by Section 176.00 ubparts A and B for each em essary. A. Is the local government of	3(a)(2)(A). Also describe any family relationship describe any family relationship describe any family member of the officer rec	ionship with the loca ibed. Attach addition	l government office al pages to this Forr
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MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 Phone: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

CONTRACTOR:

(Name, legal status and address)

McDonald Municipal and Industrial - A Division of C.F. McDonald Electric, Inc. 5044 Timber Creek Drive Houston, TX 77017

OWNER:

(Name, legal status and address) Brazoria County 237 E. Locust Street, Suite 406 Angleton, TX 77515

CONSTRUCTION CONTRACT Date:

Amount: One Million, Three Hundred and Seven Thousand, Eight Hundred and Sixty-Nine Dollars

See Section 16

Description: (Name and location)

RFP# 25-23 Generators for Sheriff's Office

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$1,307,869.00

Modifications to this Bond: 🛛 🗷 None

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)* McDonald Municipal and Industrial A Division of C.F. McDonald Electric Inc. Signature:

 Name
 Wayne Berkenmeler
 Name

 and Title:
 Vice President Special Projects
 and Title

 (Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone) AGENT or BROKER:

Risk Services- Leavitt Insurance Agencies 2190 North Loop West, Suite 309 Houston, TX 77018 (318)484-3315 Bond No. 101453098

This document has important legal

consequences. Consultation with

an attorney is encouraged with respect to its completion or

Any singular reference to

plural where applicable. This document combines two separate bonds, a Performance

Contractor, Surety, Owner or

other party shall be considered

Bond and a Payment Bond, into

one form. This is not a single

combined Performance and

Payment Bond.

modification.

SURETY: (Name, legal status and principal place of business) Merchants Bonding Company (Mutual) 6700 Westown Parkway, West Des Moines, Iowa 50266

SURETY Company: (Corporate Seal) Merchants Bonding Company (Mutual)

Signature: Name Randi Meche

and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obiligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3. the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract:

§ 5.2 Undertake to perform and complete the Construction Contract itself through its agents or independent contractors:

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4 and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner. § 7 If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5: and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

 (Space is provided below for additional signatures of added parties, other than those appearing on the cover page)
 SURETY

 Company:
 (Corporate Seal)
 Company:
 (Corporate Seal)

 Signature:
 Signature:
 Signature:
 Signature:

 Name and Title:
 Name and Title:
 Address:
 Address:



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498. DES MOINES. IOWA 50306-3498 Phone: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

CONTRACTOR:

(Name, legal status and address) McDonald Municipal and Industrial- A Division of C.F. McDonald Electric, Inc. 5044 Timber Creek Drive Houston, TX 77017

OWNER:

(Name, legal status and address) Brazoria County 237 E. Locust Street, Suite 406 Angleton, TX 77515

CONSTRUCTION CONTRACT Date:

Amount: One Million, Three Hundred and Seven Thousand, Eight Hundred and Sixty-Nine Dollars

Description: (Name and location)

RFP# 25-23 Generators for Sheriff's Office

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$1,307,869.00

Modifications to this Bond: 🗌 None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal) McDopald Municipal and Industrial- A Division of C.F. McDonald Electric, Inc. Signature: Name Wayne Berkenmeier

and Title: Vice President Special Projects

Signature: Randi Meche

(Architect, Engineer or other party:)

Merchants Bonding Company (Mutual)

and Title: Attorney-In-Fact

SURETY

Company:

(Any additional signatures appear on the last page of this Payment Bond.) (FOR INFORMATION ONLY— Name, address and telephone) AGENT or BROKER: OWNER'S REPRESENTATIVE:

Risk Services- Leavitt Insurance Agencies 2190 North Loop West, Suite 309 Houston, TX 77018 (318)484-3315

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(Corporate Seal)

Bond No. 101453098

(Name, legal status and principal place

Merchants Bonding Company (Mutual)

6700 Westown Parkway, West Des Moines, Iowa 50266

SURETY:

of business)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3., the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed: and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work. § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2. or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract:
- .4 a brief description of the labor, materials or equipment furnished:
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract:
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a clairn under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil. gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

		of added parties, other than those a	ppearing on the cover page.)
CONTRACTOR AS PRI	INCIPAL	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Naquin; James R Jackson; Lisa Marroquin; Randi Meche; Russell Gourgues; Stephanie Lucien; Summer Clay

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of March 2025



STATE OF IOWA COUNTY OF DALLAS ss.

On this 28th day of March 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

ON

2003

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

AG

1933

In Witness Whereof, | have hereunto set my hand and affixed the seal of the Companies on this day of

atalesin

Secretary

POA 0018 (6/24)



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC. P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual) To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent: Risk Services- Leavitt Insurance Agencies

Call: 3184843315

Mail: 2190 North Loop West, Suite 309 Houston, TX 77018

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SUP 0032 TX (11/19)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/10/2025

THIS CERTIFICATE IS ISSUED AS A M/ CERTIFICATE DOES NOT AFFIRMATIV BELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AN	ELY O RANCE	R NE	GATIVELY AMEND, EXTER S NOT CONSTITUTE A C	ND OR	ALTER THE C	OVERAGE A	AFFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject	an Al	DDITI	ONAL INSURED, the polic						
this certificate does not confer rights t									
PRODUCER				CONTA NAME:	СТ				
Risk Services of Louisiana				PHONE (A/C, No	o. Ext); (318) 7	97-2422	FAX (A/C, No):	(318) 7	95-4892
333 Texas Street, Suite 1000				É-MÁIL ADDRE	SS:				
INSURER(\$) AFFORDING COVERAGE NAIC # Shrowoport LA_71101 The Phoenix Insurance Company 25623					25623				
INSURED						25615			
INSORT B.					25682				
McDonald Municipal & Industri	al			INSURE	0. Devil		nsurance Company		30481
5044 Timber Creek Drive				INSURE		-	ualty Co. of America		25674
Houston			TX 77017	INSURE		. ,			
COVERAGES CE	RTIFIC	ATE	NUMBER: 2025 LIAB	INCONC			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH P	JIREME TAIN, T	ent, te He ins	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTR/ E POLIC	ACT OR OTHER IES DESCRIBE	R DOCUMENT N D HEREIN IS S	WITH RESPECT TO WHICH T	HIS	
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							MED EXP (Any one person)	\$ 5,00	0
A	-		DT-CO-A9854158-PHX		04/01/2025	04/01/2026	PERSONAL & ADV INJURY	\$ 1,00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:	-						GENERAL AGGREGATE	_{\$} 2,00	0,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	φ	0,000
OTHER:	_						COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$ 1,00	0,000
ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
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							(Per accident)	\$ \$	
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AND EMPLOYERS' LIABILITY					04/04/0005	04/04/0000	E.L. EACH ACCIDENT	s 1,00	0,000
C OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			UB00A985440A		04/01/2025	04/01/2026	E.L. DISEASE - EA EMPLOYEE		0,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000
Professional Liability							Prof each error omission		0,000
D Pollution Liability			25SPS4PL1PF		04/01/2025	04/01/2026	Poll - each condition	10,0	00,000
							Poll aggregate	10,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project RFP# 25-23 Generators for the Sheriff's office									
CERTIFICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
				AUTHO	RIZED REPRESEI		4		
Angleton			TX 77515			Chi	cheese Anclase		

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AGENCY CUSTOMER ID: ______

ACORD

ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Risk Services of Louisiana		NAMED INSURED C F McDonald Electric Inc					
POLICY NUMBER							
CARRIER NAIC CODE		-					
		EFFECTIVE DATE:					
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHED	ULE TO ACORD FORM,						
	ertificate of Liability Insurance: N	otes					
Complete Named Insured: C F McDonald Electric, Inc. , McDonald Municipal & Industrial, A Division of C F McDo	onald Electric, Inc.						
Blanket additional insured with primary noncontributory v	wording as requried by written c	ontract for general liability, and automobile coverages					
Blanket waiver of subrogation as requrired by written co	ntract for general liability, autom	obile and workers compensation coverages					
Blanket 30 day notice of cancellation except 10 days for non pay as required by writte contract for general liability, automobile and workers compenstation							
Workers compensation coverage includes maritime and *	USL&H						
Jmbrella is follow form							

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- **b.** The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- **c.** The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.





Project: Brazoria County Sheriff

Document: Submittal

Equipment: Dual Purpose Docking Station

> **Prepared by:** Tubbesing Solutions





Table of Contents

Dual Purpose Docking Station
Bill of Materials
General Information
Drawing Package
Warranty Information

Available by Request:

Technical Specifications
Specification Compliance
Installation Manual
Operations and Maintenance Manual





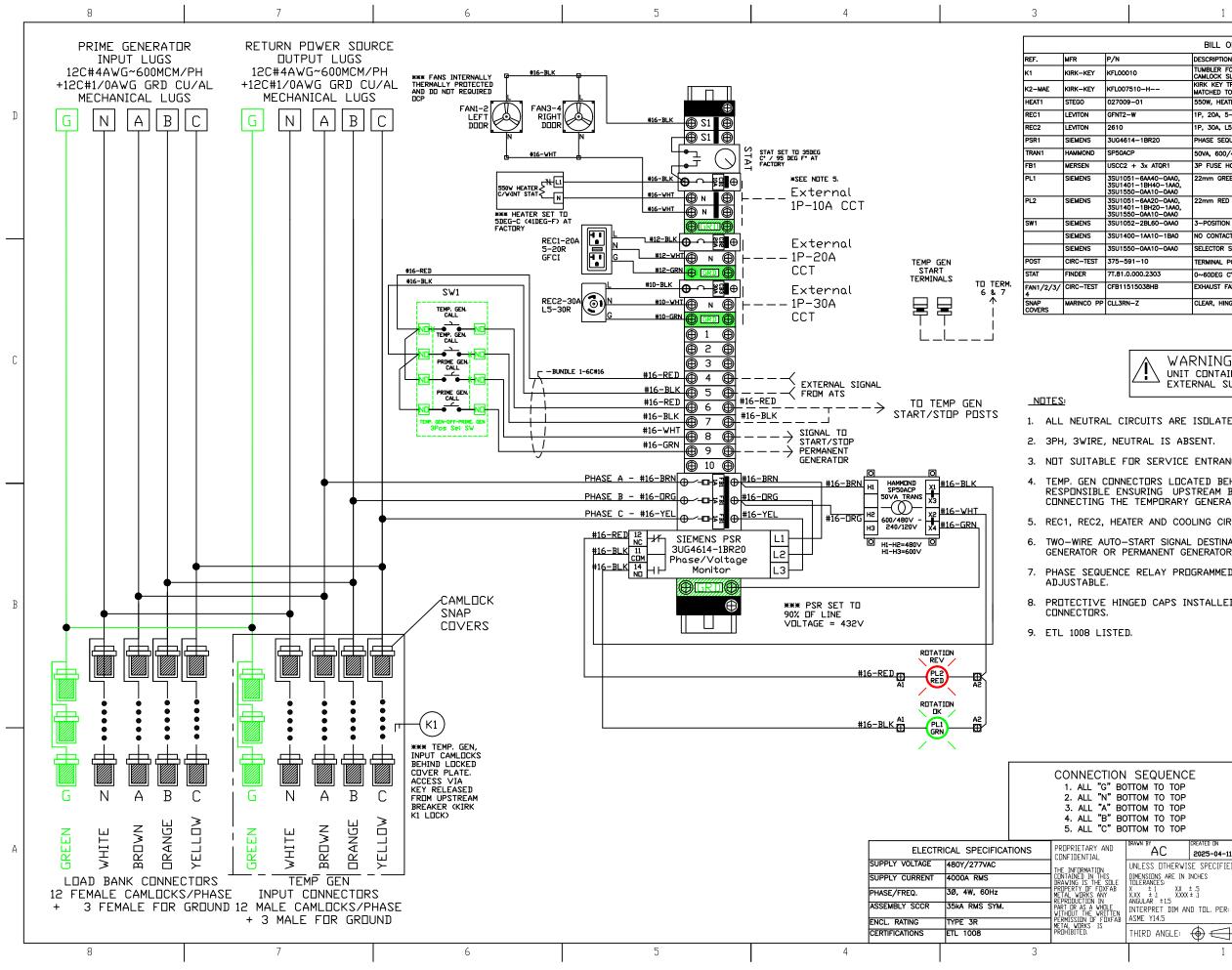
Bill of Materials

Foxfa	b				
Qty	Part Number	Description			
1	FoxFab	FFCC-P1-4000-U4-GL-ALU-LA-GENAP1-AE-MAE			
		Consisting Of:			
		5052 Aluminum Construction			
		• Type 3R Enclosure			
		• Approx. 90" Tall x 75" Wide x 30" Deep			
		• Powder Coated Grey (Textured)			
		• 3 Point Pad-Lockable Handles			
		Removable SS Hinges			
		Single Sided Double Doors			
		Bottom Cable Access Hatch			
		Pad Mount			
		Equipment within:			
		 400A Rated Single Pole Male Camlock Receptacles 			
		• 12x Brown Receptacle			
		• 12x Orange Receptacle			
		• 12x Yellow Receptacle			
		• 12x White Receptacle			
		• 3x Green Receptacle			
		400A Rated Single Pole Female Camlock Receptacles			
		12x Brown Receptacle			
		12x Orange Receptacle			
		• 12x Yellow Receptacle			
		• 3x Green Receptacle			
		Standard Mechanical Lugs Set			
		• SCCR 35kA @ 480Vac			
		Accessories:			
		GENAP1			
		AA- 400A Camlock Snap Cover			
		AC- Heater c/w Stat (Internally Powered)			
		AF-Terminal Strip c/w 10 Terminal Blocks			
		2WSDS- 2 Wire Source Destination Switch			
		AD2- 20A 5-20R Duplex GFI Receptacle (Separate Field CCT Required)			
		AD3- 30A L5-30R Duplex Receptacle (Separate Field CCT Required)			
		AG- Phase Sequence Relay c/w Pilot Light Indication			
		AE- Kirk Key (K2) Installed on Temp Gen Camlock Cover			





	 MAE- Matching Kirk Key (K2) Installed on Up-stream Breaker (Shipped Loose no mounting hardware on Brackets Provided. Bolt Projection Info: Extended Bolt = 1 ½" extended position, Retracted Bolt = ¾" retracted if other configuration is required must fill out Product Selector Attached for Type "F" Key) ETL Listed Certified to UL1008



	1	·		_
	BILL OF MATERIALS			
N	DESCRIPTION		REV	
.00010	TUMBLER FOR K1 TO BE MOUNTED ON PORTABLE GENERATOR CAMLOCK SLIDER COVER	1	A	
.007510-H	KIRK KEY TRAP INTERLOCK INSTALLED ON UPSTREAM BREAKER MATCHED TO CAMLOCK COVER (SHIPPED LOOSE)	1	A	
7009–01	550W, HEATER & BLOWER, INCLUDES FIXED 5DEG C THERMOSTAT	1	Α	
1T2-W	1P, 20A, 5–20R, GFCI RECEPTACLE	1	Α	D
10	1P, 30A, L5-30R, TWIST-LOCK RECEPTACLE	1	Α	
34614-1BR20	PHASE SEQUENCE RELAY, 160~690V, PROGRAMMABLE	1	A	
50ACP	50VA, 600/480V - 240/120V CONTROL TRANSFORMER	1	A	
CC2 + 3x ATQR1	3P FUSE HOLDER, CC TYPE + 3 X 1A FUSES	1	A	
J1051-6AA40-0AA0, J1401-1BH40-1AA0,	22mm GREEN PILOT LIGHT, LED, & HOLDER	1	A	
J1550-0AA10-0AA0 J1051-6AA20-0AA0,	22mm RED PILOT LIGHT, LED, & HOLDER	1	A	
J1401-1BH20-1AAO,		'	L Û	
J1550-0AA10-0AA0 J1052-2BL60-0AA0	3-POSITION SELECTOR SWITCH	1	A	
J1400-1AA10-1BA0	NO CONTACT	4	A	
J1550-0AA10-0AA0	SELECTOR SWITCH HOLDER	1	A	
5-591-10	TERMINAL POSTS (BANANA PLUGS AND/OR WIRE POST)	2	A	
81.0.000.2303	0~60DEG C" THERMOSTAT, NC (COOLING TYPE)	1	A	
311515038HB	EXHAUST FAN, 115V, 60Hz, 0.36A, 32.0W, 212 CFM	4	A	
.3RN-Z				
.orn-2	CLEAR, HINGED CAMLOCK SNAP COVERS	90	A	
A WA	RNING			C
	CONTAINS MULTIPLE SOURCES, LOCK OUT	ALL		
	RNAL SUPPLIES PRIOR TO WORKING ON DEV			1
CIRCUITS ARE	ISOLATED FROM GROUND.			
EUTRAL IS AB	SENT.			
FOR SERVICE	ENTRANCE APPLICATIONS.			
	TED BEHIND LOCKED COVER PLATE, CUSTOM			
ENSURING UPS HE TEMPORARY	TREAM BREAKER IS IN THE "OPEN" POSITION		IR	
EATER AND COC	LING CIRCUIT REQUIRE SEPARATE 120V EXTERN	AL SO	URCES	S.
	DESTINATION OWITCH OALLS SITUED TEMPORAD	~		
PERMANENT GE	L DESTINATION SWITCH CALLS EITHER TEMPORAR'	T		
I ERMANENT OF	INERATOR .			
ICE RELAY PRO	IGRAMMED TO 90% OF LINE ∨OLTAGE (432∨).	FIEL	D	
				_¬
LINGED CAES II	NSTALLED ON ALL PANEL MOUNTED CAMLOCK			B
ED.				
				-
				1
N SEQUENC				
BOTTOM TO TOP 1. ALL "C" TOP TO BOTTOM				
BOTTOM TO TOP 2. ALL "B" TOP TO BOTTOM				
BOTTOM TO TOP 3. ALL "A" TOP TO BOTTOM BOTTOM TO TOP 4. ALL "N" TOP TO BOTTOM				
BOTTOM TO TOP	5. ALL "G" TOP TO BOTT			
DRAWN BY				4
AC	2025-04-11 FDXFAB POWER SOLL	JTIONS		A
UNLESS OTHERWIS	1579 - 188 ST. SURREY, BC. 1	V3Z 1A1 -460-9317		
DIMENSIONS ARE IN I				
TOLERANCES:	±.5 ±.1 J1XXXX - BRAZORIA COUNTY	СНЕФІС	F	
X ± 1 X.X X.XX ± .1 X.XXX ANGULAR ± 1.5				
INTERPRET DIM AN	ID TOL, PER: FFCC-P1-4000-U4-GL-ALU-LA-GE	.NAP1-A	t-MAŁ	

NTS

SIZE B

SHEET

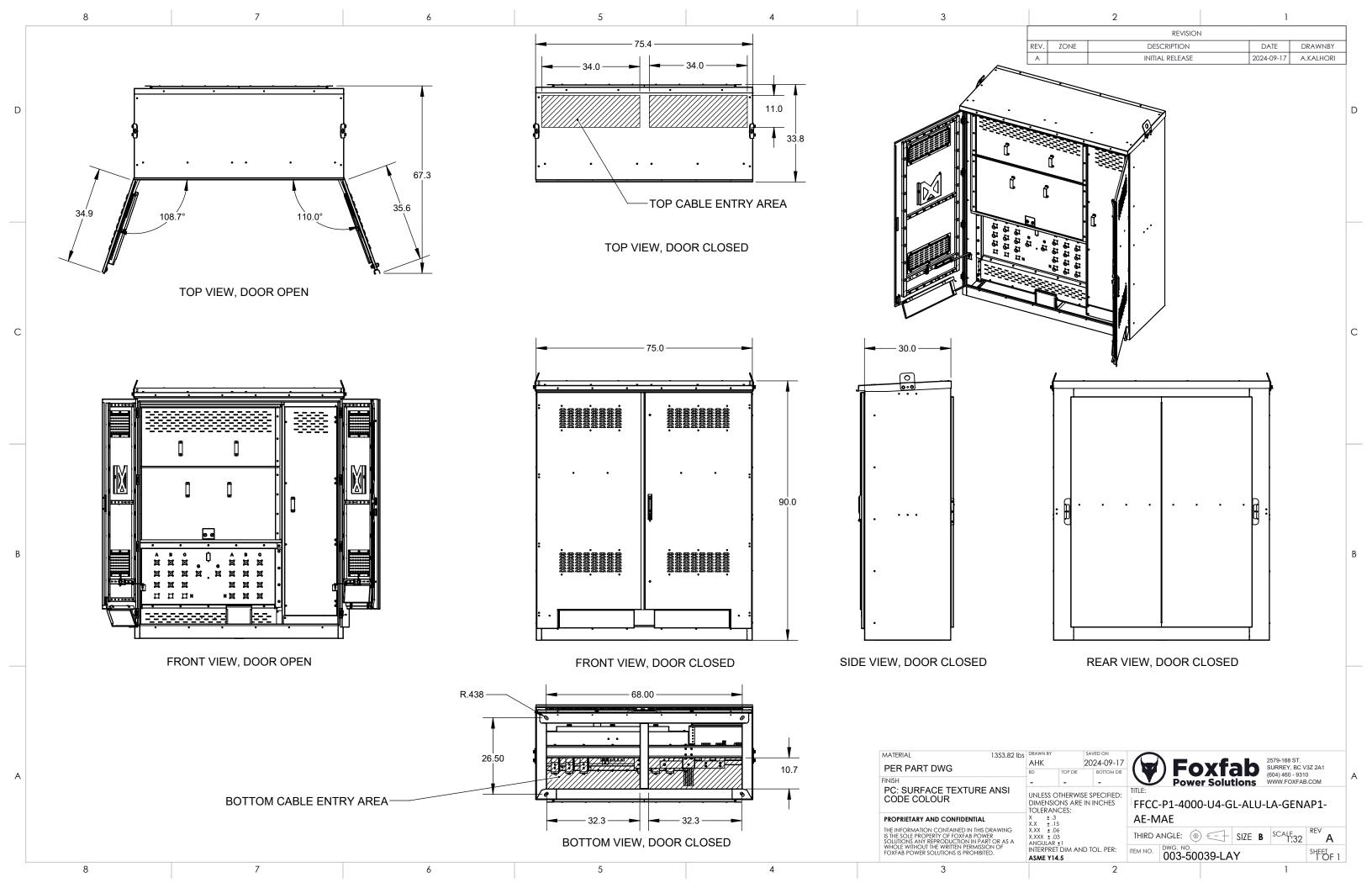
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1



VOLTAGE (CAMLOCK CONNECTIONS)							
CODE	VOLTAGE	Α	В	С	N	G	SELECT
U1	120/240V				0		
U2	240V						
U3	208Y/120V				0		
U4	480Y/277V				Ó		
U5	480V						
C1	120/240V				0		
C2	240V						
C3	208Y/120V				0		
CU4	480Y/277V				Ô		
CU5	480V						
C4	600Y/347V				0		
C5	600V						

ACCESSORIES			
MODEL / CODE	FILL		
AXX = 400A CAMLOCK CABLE SET (XX = FT)	А		
MODEL / CODE	SELECT		
AA = CAMLOCK SNAP COVERS			
AB = CUSTOM POWDER COAT COLOUR			
AC = HEATER W/ STAT			
AD = GFCI RECEPTACLE			
AE = KEY INTERLOCK			
AF = TERMINAL STRIP			
AG = PHASE SEQUENCE MONITOR			
AH = POWER METER			
AI = MICRO-SWITCH			
AJ = LEG STAND SET			

LUG CONFIGURATION (PER POLE)							
AMPS	OPTION LA	OPTION LB	OPTION LC	FILL			
60A	(1) #6 AWG - 250 MCM, (1) #2 GND	(1) #4 AWG - 600 MCM, (1) #1/0 GND	(1) 300 - 800 MCM, (1) #2/0 GND				
100A	(1) #6 AWG - 250 MCM, (1) #2 GND	(1) #4 AWG - 600 MCM, (1) #1/0 GND	(1) 300 - 800 MCM, (1) #2/0 GND				
200A	(1) #6 AWG - 250 MCM, (1) #2 GND	(1) #4 AWG - 600 MCM, (1) #1/0 GND	(1) 300 - 800 MCM, (1) #2/0 GND				
400A	(2) #6 AWG - 250 MCM, (2) #2 GND	(1) #4 AWG - 600 MCM, (1) #1/0 GND	(1) 300 - 800 MCM, (1) #2/0 GND				
600A	(2) #6 AWG - 250 MCM, (2) #2 GND	(2) #4 AWG - 600 MCM, (2) #1/0 GND	(1) 300 - 800 MCM, (1) #2/0 GND				
800A	(3) #4 AWG - 600 MCM, (3) #1/0 GND	(2) 300 - 800 MCM, (2) #2/0 GND	(2) 500 - 1000 MCM, (2) #2/0 GND				
1200A	(4) #4 AWG - 600 MCM, (4) #1/0 GND	(3) 300 - 800 MCM, (3) #2/0 GND	(3) 500 - 1000 MCM, (3) #2/0 GND				
1600A	(5) #4 AWG - 600 MCM, (5) #1/0 GND	(4) 300 - 800 MCM, (4) #2/0 GND	(4) 500 - 1000 MCM, (4) #2/0 GND				
2000A	(6) #4 AWG - 600 MCM, (6) #1/0 GND	(5) 300 - 800 MCM, (5) #2/0 GND	(5) 500 - 1000 MCM, (5) #2/0 GND				
2400A	(8) #4 AWG - 600 MCM, (8) #1/0 GND	(6) 300 - 800 MCM, (6) #2/0 GND	(6) 500 - 1000 MCM, (6) #2/0 GND				
2800A	(9) #4 AWG - 600 MCM, (9) #1/0 GND	(8) 300 - 800 MCM, (8) #2/0 GND	(7) 500 - 1000 MCM, (7) #2/0 GND				
3000A	(9) #4 AWG - 600 MCM, (9) #1/0 GND	(8) 300 - 800 MCM, (8) #2/0 GND	(7) 500 - 1000 MCM, (7) #2/0 GND				
3200A	(10) #4 AWG - 600 MCM, (10) #1/0 GND	(9) 300 - 800 MCM, (9) #2/0 GND	(8) 500 - 1000 MCM, (8) #2/0 GND				
3600A	(11) #4 AWG - 600 MCM, (11) #1/0 GND	(10) 300 - 800 MCM, (10) #2/0 GND	(9) 500 - 1000 MCM, (9) #2/0 GND				
4000A	(12) #4 AWG - 600 MCM, (12) #1/0 GND	(11) 300 - 800 MCM, (11) #2/0 GND	(9) 500 - 1000 MCM, (9) #2/0 GND				

cULus LISTING

ETL 1008 UL 1773 UL 891

SHORT CCT CURRENT RATING

SCCR

CAMLOCK TYPE

MALE FEMALE SELECT

kA

FILL

SELECT

VOLTAGE (LUG CONNECTIONS)					
CODE	VOLTAGE	SELECT			
V1	120/240V (1PH + N + G)				
V2	240V (3PH + G)				
V3	208/120V (3PH + N + G)				
V4	480Y/277V (3PH + N + G)				
V5	480V (3PH + G)				
V6	600Y/347V (3PH + N + G)				
V7	600V (3PH + G)				

NOTES:

TABLE NOTE: *ONLY MAKE SELECTIONS ON VOLTAGE [LUG CONNECTION] TABLE FOR B2, CLC, M2F, OR M2N MODELS.

ENCLOSURE FEATURES	SELECT
ENCLOSURE TYPE	
TYPE 1	
TYPE 3R	
TYPE 4	
TYPE 4X	
ENCLOSURE CONSTRUCTION	
COLD ROLLED STEEL (CRS)	
5052 ALUMINUM	
304 STAINLESS STEEL	
316 STAINLESS STEEL	
POWDER COAT COLOUR	
STANDARD ASA 61 GREY	
OTHER COLOUR (SPECIFY IN NOTES)	

			REV.	REVISION	-	APPR.
				FFCC SELECTION TABLES	2019-08-30	
Eoxfab 2579-188 ST SURREY, BC V3Z2A1	TITLE	JOB NO. -		CLIENT -		
Foxfab Power Solutions 2579–188 ST SURREY, BC V3Z2A1 (604) 460–9310 WWW.FOXFAB.COM	FOXFAB CONNECTION CABINETS	DRAWN BY PG		CHECKED BY -	APPROVED	
THIS DRAWING IS COPYRIGHT AND IS THE PROPERTY OF FOXFAB POWER SOLUTIONS INC. IT MAY NOT BE COPIED, REPRODUCED OR USED IN WHOLE OR IN PART IN ANY WAY WITHOUT WRITTEN PERMISSION OF FOXFAB POWER	SELECTION TABLES	MODEL NO.		•	rev. 1	
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For the latest prices, please check AutomationDirect.com. 1-800-633-0405 550W to 650W PTC Fan Heaters





Applications

These semiconductor positive temperature coefficient fan heaters prevent the formation of condensation and ensure an even temperature in enclosures. The integrated thermostat is used to set the desired temperature while the high performance axial fan provides forced air circulation.

Features

- Compact fan heater
- · Heating power adjusts to ambient temperature
- Integrated adjustable thermostat
- Built-in overheat protection
- DIN rail mountable



550W to 650W PTC Fan Heaters Specifications			
Heating Element PTC Resistor - Temperature limiting			
Overheat Protection	Built-in temperature limiter		
Axial Fan, Ball Bearing	Service life 50,000h at 77°F [25°C]		
Connection	2-pole terminal 14 AWG [2.5 mm²], max. solid wire or stranded wire with wire end ferrules, 0.8 N·m max.clamping torque		
Housing	Plastic, UL 94V-0, light gray		
Function Control Light	LED		
Mounting	Clip for 35mm DIN rail, EN 60715		
Mounting Position	Vertical (exhaust up)		
Recommended Mounting Distance	Sides: 0.79in [20 mm] Bottom/above: 3.94in [100 mm]		
Operating / Storage Temperature	-49 to 158°F [-45 to 70°C]		
Protection Class	II (double insulated)		
Protection Type	IP20		
Approvals	CE, UL Recognized File No. E204590, RoHS 2 compliant		

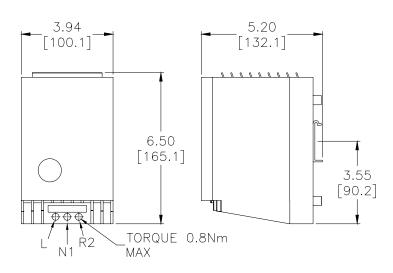
Note: To obtain the most current agency approval information, see the Agency Approval Checklist section on the specific part number's web page at www.automationdirect.com

Part Number	Price	Heating capacity ¹	Operating	Voltage (inrush)	Air flow,free		
		(@ 60 Hz)	Voltage (Min/Max)		blowing	ThermostatRange ²	Weight (approx.)
027009-00	\$182.00		100-120V AC,	0-120V AC.		32 to 140°F	
<u>027009-01</u>	\$182.00	550W	50/60 Hz	14.0 A	- 20 cfm [35 m3/h]	0 to 60°C	2.0 lb [907g]
<u>027000-00</u>	\$182.00	3307	220-240V AC, 50/60 Hz	11.0 A		0 to 60°C	
<u>027019-01</u>	\$203.00		100-120V AC, 50/60 Hz	15.0 A		0 to 60°C	
<u>027010-00</u>	\$203.00	650W	220-240V AC, 50/60 Hz	13.0 A	26 cfm [45 m3/h]	0 to 60°C	2.4 lb [1089g]
<u>027019-00</u>	\$203.00		100-120V AC, 50/60 Hz	15.0 A		32 to 140°F	

1-800-633-0405 For the late 550W to 650W PTC Fan Heaters

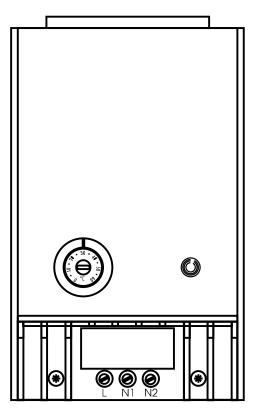


Dimensions





Wiring Diagram



Notes: Only connect the L and N1 terminals – N2 is not used and Grounding is not required. When wiring 230 volt units for North American installations "L" (line) and "N" (neutral) will be used as"L1" (line1) "L2" (line2) respectively with no neutral connection.

Cam Protective Covers

Item #: CLL3RN

Description CAM NEMA 3R Enclosure with Gasket

Material Specifications

Housing Material: UV Resistant Polycarbonate Spring & Hinge Material: Stainless Steel Temperature Rating: 90°C

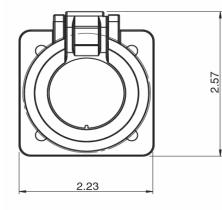
Mechanical Specification

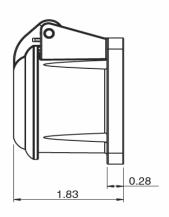
Fits 16 and 18 Series Panel Mounts (Male and Female) Use #8 Plastite Screw or #10-32 Screw for Mounting (not provided)

Standards and Certifications UL Listed: File E471676 Environmental Rating: Type 3R





















Gray

Red

GFNT2-W

20 Amp SmartlockPro® GFCI Receptacle/Outlet

20 Amp, 125 Volt Receptacle/Outlet, 20 Amp Feed-Through, Self-test SmartlockPro Slim GFCI, monochromatic, Residential/Commercial applications, back and side wired, heavy duty, wallplate/faceplate and self grounding clip included - White

- SAFE Delivers continuous ground fault protection
- SELF TESTING Automatically self-tests to ensure it can respond to ground fault
- SIMPLE Status indicator light provides simple, intuitive feedback

Technical Information

Product Features Amperage : 20 A At Rated Voltage : 1 HP Brand : SmartlockPro Color: White Feature : Self-Test Fed Spec WC-596 : Yes Grade : Residential/Commercial Specification Grade Grounding : Self-Grounding **NEMA : 5-20R Pole**: 2 Standards and Certifications : UL/CSA, NEMA WD6, NEMA WD1 Strap Material : Galvanized Steel Tamper Resistant : No Termination : Back & Side Trip Level : Class A, 5mA plus or minus 1mA Type : Standard Duplex Voltage: 125 VAC Wallplate : Included Warranty: 2-Year Limited Wire: 3

AC Horsepower Ratings

At Rated Voltage : 1 HP

Dielectric Voltage : Withstands 1250VAC per UL 943 and CSA-C22.2 No. 144.1-06

Short Circuit Current Rating : 10KA

Temperature Rise : Max 30C after 100 cycles OL at 150 percent rated current

Electrical Specifications

Dielectric Voltage : Withstands 1250VAC per UL 943 and CSA-C22.2 No. 144.1-06

Operating Temperature : -35C to +66C

Short Circuit Current Rating : 10KA Temperature Rise : Max 30C after 100 cycles OL at 150 percent rated current

Environmental Specifications

Grounding Screw : Plated Steel Line Contacts : Brass Triple-Wipe .031 Thick

Notes : w/ Wallplate

Product ID : Ratings are permanently marked on device

Terminal Accom. : 14-10 AWG Terminal ID : Brass-Hot, Green-Ground, Silver-Neutral

Terminal Screws : Plated Steel Yoke : Zinc-Plated Steel

Mechanical Specifications

Amperage : 20 A Body Material : Polycarbonate

Brand : SmartlockPro

Color : White Face Material : Thermoplastic

Feature : Self-Test

Fed Spec WC-596 : Yes

Grade : Residential/Commercial Specification Grade

Grounding : Self-Grounding NEMA : 5-20R

Notes : w/ Wallplate

Pole : 2

Product ID : Ratings are permanently marked on device

Standards and Certifications : UL/CSA, NEMA WD6, NEMA WD1

Strap Material : Galvanized Steel

Tamper Resistant : No

Terminal Accom. : 14-10 AWG Terminal ID : Brass-Hot, Green-Ground, Silver-Neutral

Termination : Back & Side

Torque Range : 14 – 18 in.-lbs Trip Level : Class A, 5mA plus or minus 1mA

Type : Standard Duplex Voltage : 125 VAC Warranty : 2-Year Limited Wire : 3 Body Material : Polycarbonate Clamps : Brass Face Material : Thermoplastic Grounding Screw : Plated Steel Line Contacts : Brass Triple-Wipe .031 Thick Notes : w/ Wallplate Operating Temperature : -35C to +66C Terminal Screws : Plated Steel Yoke : Zinc-Plated Steel
 Standards and Certifications

 ANSI : C-73

 CSA C22.2 No. 42 : Yes

 CSA-C22.2 No. 144.1-06 : File LR-57811

 Fed Spec WC-596 : Yes

 MIL-SPEC : A-A-55459-SB

 NOM : Yes

 UL 943 : File E48380

 UL498 : Yes

Material Specifications

Body Material : Polycarbonate Clamps : Brass Face Material : Thermoplastic

Features and Benefits

- Provides continuous ground fault protection detects and trips on actual ground fault even when self-test is being conducted
- On initial power up, tests the GFCI within 3 seconds
- Auto-monitoring exceeds the UL requirement
- Auto adapts and shifts to more frequent testing if potential problem is detected
- Status Indicator Light provides simple, intuitive feedback on power and protection status as well as indication of line/load reversal
- Patented Lockout Action prevents reset if GFCI is damaged and cannot respond to a ground fault
- Electronics are designed to minimize any false triggers
- Reduced depth makes it easier to install in any electrical box, even shallow ones
- Terminals allow for easy wiring options back and side wire capable
- External back wire clamps provide visual indication of proper wire seating
- Withstands high torque and resists wire pullout
- Standard brass self-grounding clip
- Trip threshold meets or exceeds UL requirements for tripping time
- Improved immunity to high-frequency noise reduces nuisance tripping
- Advanced electronics design provides superior resistance to electrical surges and over-voltages
- Compatible with all Decora devices and wallplates; available in select Decora colors
- UL Fed Spec WC-596 rated

SPECIFICATION SUBMITTAL

JOB NAME:	CATALOG NUMBERS:		
JOB NUMBER:			





UPC Code : 078477809471

Country Of Origin : Please Contact Customer Service.

RoHS Compliant : Yes



2610

30 Amp, 125 Volt, Flush Mount Locking Receptacle, Industrial Grade

30 Amp, 125 Volt, NEMA L5-30R, 2P, 3W, Flush Mtg Locking Receptacle, Industrial Grade, Grounding, V-0-MAX - BLACK

Leviton's Industrial Grade Locking Devices are built to provide unparalleled quality and superior performance in the most severe industrial settings. Leviton combines the best materials available with superior production standards to produce a broad selection of Locking Devices of unmatched flexibility and dependability.

- Ideal for generators and camper trailers

Technical Information

Mechanical Specifications Cord Range : 0.595 to 1.150

Product ID : Ratings and NEMA I.D. permanently marked on device Screw Terminal Torque : 14-18 in-lbs

Terminal Accom. : 14-8 AWG Terminal ID : Marked on Device

Termination : Back & Side

Electrical Specifications
Amperage : 30 A

Current Limiting : Full Rated Current Dielectric Voltage : Withstands 2000V per UL498

Grounding : Grounding

Pole : 2

Temperature Rise : Max 30C after 250 cycles OL at 200 percent rated current Voltage : 125 VAC

Wire : 3

Environmental Specifications

Environment : Corrosive Flammability : Rated V-0 per UL 94 Operating Temperature : -40°C to 60°C

Material Specifications

Base Material : Valox Body Material : Nylon Color : Black Cover Material : Valox 357 Face Material : Ultramid Ground Contacts : Brass Grounding Screw : Chromated Brass Line Contacts : Brass Strap Material : Nickel-Plated Brass Terminal Clamps : Nickel-Plated Brass Terminal Screws : Chromated Brass

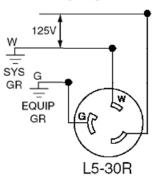
Product Features

Base Material : Valox Brand : V-0-Max Color : Black Device Type : Locking Receptacle Face Material : Ultramid NEMA : L5-30R Warranty : Limited Lifetime Warranty

Standards and Certifications ANSI : C-73 CSA : C22.2 No. 42 NEMA : WD-1 & WD-6 NOM : 057 UL : 498 UL Fed Spec : W-C-596

Warranty Warranty : Limited Lifetime Warranty

Wiring Diagram



SPECIFICATION SUBMITTAL

JOB NAME:	CATALOG NUMBERS:		
JOB NUMBER:			

Leviton Manufacturing Co., Inc.

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Lago Tana 43, Mexico DF, Mexico CP 11290 · Tel.: (+52)55-5082-1040 · FAX: (+52)5386-1797 · www.leviton.com.mx

Visit our Website at: www.leviton.com

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Leviton has a global presence.

If you would like to know where your local Leviton office is located please go to: www.leviton.com/international/contacts/



CIRCUIT-TEST

BANANA PLUGS



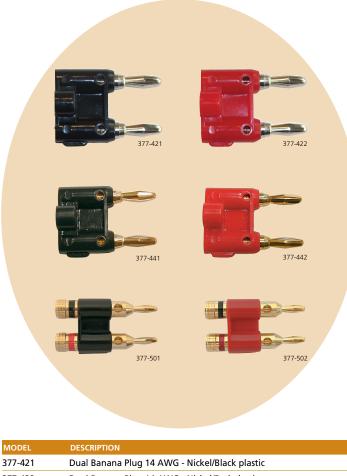






MODEL	DESCRIPTION
370-301-10	Banana Plug 12 AWG, Gold/Black plastic, Pkg/10
370-302-10	Banana Plug 12 AWG, Gold/Red plastic, Pkg/10
370-321-10	Heavy duty Banana Plug 8 AWG, Gold/Black band, Pkg/10
370-322-10	Heavy duty Banana Plug 8 AWG, Gold/Red band, Pkg/10

STACKING BANANA PLUGS



377-421	Dual Banana Plug 14 AWG - Nickel/Black plastic
377-422	Dual Banana Plug 14 AWG - Nickel/Red plastic
377-441	Dual Banana Plug 14 AWG - Gold/Black plastic
377-442	Dual Banana Plug 14 AWG - Gold/Red plastic
377-501	Heavy duty Dual Banana Plug 8 AWG - Gold/Black plastic
377-502	Heavy duty Dual Banana Plug 8 AWG - Gold/Red plastic

BINDING POSTS













STREET, MAR WING 375-591-10





--375-595-10









375-632-10

MODEL	DESCRIPTION
375-510	Binding Post 41mm L x 15mm dia - Nickel/Black & Red, Dual
375-515	Binding Post 41mm L x 15mm dia - Gold/Black & Red, Dual
375-531-10	Binding Post 34mm L x 13mm dia - Nickel/Black, Pkg/10
375-532-10	Binding Post 34mm L x 13mm dia - Nickel/Red, Pkg/10
375-541-10	Binding Post 35mm L x 16mm dia - Nickel/Black, Pkg/10
375-542-10	Binding Post 35mm L x 16mm dia - Nickel/Red, Pkg/10
375-591-10	Binding Post 45mm L x 11mm dia - Nickel/Black, Pkg/10
375-592-10	Binding Post 45mm L x 11mm dia - Nickel/Red, Pkg/10
375-594-10	Binding Post 45mm L x 11mm dia - Nickel/Yellow, Pkg/10
375-595-10	Binding Post 45mm L x 11mm dia - Nickel/Green, Pkg/10
375-596-10	Binding Post 45mm L x 11mm dia - Nickel/Blue, Pkg/10
375-599-10	Binding Post 45mm L x 11mm dia - Nickel/White, Pkg/10
375-631-10	Binding Post 34mm L x 13mm dia - Gold/Black, Pkg/10
375-632-10	Binding Post 34mm L x 13mm dia - Gold/Red, Pkg/10

SIEMENS

Data sheet

3UG4614-1BR20



Digital monitoring relay Asymmetry 0-20% Phase sequence can be activated Phase failure 3 x 160 to 690 V 50 to 60 Hz AC Undervoltage 160-690 V Hysteresis 1-20 V ON and OFF delay 0-20 s 2 change-over contacts screw terminal Successor product for 3UG3012-1A...

Product brand name	SIRIUS
Product designation	Network monitoring relay with digital setting
Design of the product	4 functions
Product type designation	3UG4
General technical data	
Product function	Phase monitoring relay
Display version LED	No
Design of the display	LCD
Degree of pollution	3
Type of voltage	
• for monitoring	AC
 of the control supply voltage 	AC
Surge voltage resistance rated value	6 kV
Protection class IP	IP20
Shock resistance	
• acc. to IEC 60068-2-27	sinusoidal half-wave 15g / 11 ms
Mechanical service life (switching cycles)	
• typical	10 000 000
Electrical endurance (switching cycles)	

• at AC-15 at 230 V typical	100 000
Thermal current of the switching element with	5 A
contacts maximum	
Reference code acc. to DIN 40719 extended according to IEC 204-2 acc. to IEC 750	К
Reference code acc. to DIN EN 81346-2	К
Reference code acc. to DIN EN 61346-2	К
Relative repeat accuracy	1 %
Product Function	
Product function	
 undervoltage detection 	Yes
 Overvoltage detection 	No
 phase sequence recognition 	Yes
 Phase failure detection 	Yes
 Overvoltage detection 3 phase 	No
 undervoltage detection 3 phases 	Yes
 Voltage window recognition 3 phase 	No
 Adjustable open/closed-circuit current principle 	Yes
Auto-reset	Yes
Control circuit/ Control	
Control supply voltage at AC	
• at 50 Hz rated value	160 690 V
• at 60 Hz rated value	160 690 V
Operating range factor control supply voltage rated value at AC at 50 Hz	
• initial value	1
• Full-scale value	1
Operating range factor control supply voltage rated value at AC at 60 Hz	
• initial value	1
● Full-scale value	1
Measuring circuit	
Adjustable response delay time	
• when starting	0.1 20 s
 with lower or upper limit violation 	0.1 20 s
Accuracy of digital display	+/-1 digit
Precision	
Relative metering precision	5 %
Auxiliary circuit	
Number of CO contacts	
 delayed switching 	2

5 000 1/h

Main circuit	
Number of poles for main current circuit	3
Outputs	
Ampacity of the output relay at AC-15	
• at 250 V at 50/60 Hz	3 A
• at 400 V at 50/60 Hz	3 A
Ampacity of the output relay at DC-13	
• at 24 V	1 A
• at 125 V	0.2 A
• at 250 V	0.1 A
Operating current at 17 V minimum	5 mA
Continuous current of the DIAZED fuse link of the	4 A
output relay	
Electromagnetic compatibility	
Conducted interference	
• due to burst acc. to IEC 61000-4-4	2 kV
• due to conductor-earth surge acc. to IEC	2 kV
61000-4-5	
• due to conductor-conductor surge acc. to IEC	1 kV
61000-4-5	
Field-bound parasitic coupling acc. to IEC 61000-4-3	10 V/m
Electrostatic discharge acc. to IEC 61000-4-2	6 kV contact discharge / 8 kV air discharge
Galvanic isolation	
Galvanic isolation	
 between entrance and outlet 	Yes
 between the outputs 	Yes
 between the voltage supply and other circuits 	Yes
Connections/ Terminals	
Product function	
 removable terminal for auxiliary and control 	Yes
circuit	
Type of electrical connection	screw-type terminals
Type of connectable conductor cross-sections	
• solid	1x (0.5 4 mm2), 2x (0.5 2.5 mm2)
 finely stranded with core end processing 	1x (0.5 2.5 mm2), 2x (0.5 1.5 mm2)
 at AWG conductors solid 	2x (20 14)
at AWG conductors stranded	2x (20 14)
Connectable conductor cross-section	0.5 4 mm ²
solidfinely stranded with core end processing	0.5 4 mm² 0.5 2.5 mm²

	-
AWG number as coded connectable conductor cross section	
• solid	20 14
stranded	20 14
Tightening torque	20 17
with screw-type terminals	0.8 1.2 N·m
• with sciew-type terminals	0.0 1.2 Will
nstallation/ mounting/ dimensions	
Mounting position	any
Mounting type	snap-on mounting
Height	92 mm
Width	22.5 mm
Depth	91 mm
Required spacing	
 with side-by-side mounting 	
— forwards	0 mm
— Backwards	0 mm
— upwards	0 mm
— downwards	0 mm
— at the side	0 mm
 for grounded parts 	
— forwards	0 mm
— Backwards	0 mm
— upwards	0 mm
— at the side	0 mm
— downwards	0 mm
• for live parts	
— forwards	0 mm
— Backwards	0 mm
— upwards	0 mm
— downwards	0 mm
— at the side	0 mm
Ambient conditions	
Installation altitude at height above sea level	
• maximum	2 000 m
Certificates/ approvals	

General Product Approval			EMC		Declaration of Conformity	
		EHC	RCM	EG-Konf.	Miscellaneous	
Test Certificat	es	Marine / Ship	pping	other	Railway	
Special Test Certi	- Type Test Certific-		ROVED PROVED PRO	Confirmation	Vibration and Shock	

DNV·GL

Further information

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Information- and Downloadcenter (Catalogs, Brochures,...) www.siemens.com/sirius/catalogs

ates/Test Report

Industry Mall (Online ordering system)

https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3UG4614-1BR20

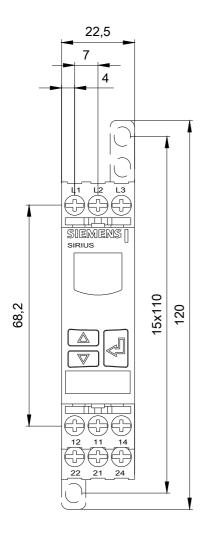
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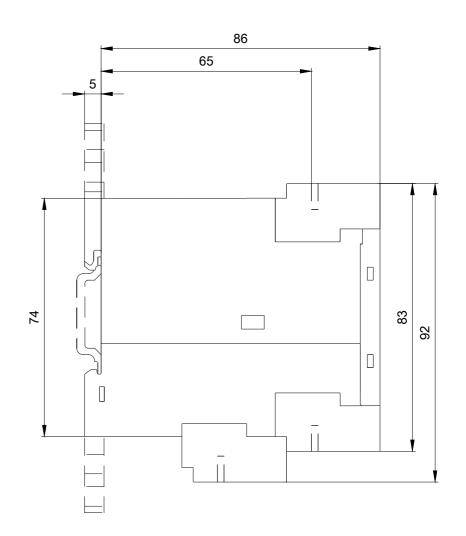
http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=3UG4614-1BR20

LRS

Service&Support (Manuals, Certificates, Characteristics, FAQs,...) https://support.industry.siemens.com/cs/ww/en/ps/3UG4614-1BR20

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...) http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=3UG4614-1BR20&lang=en





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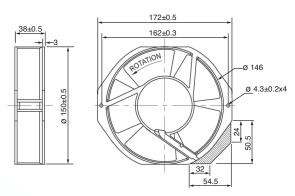
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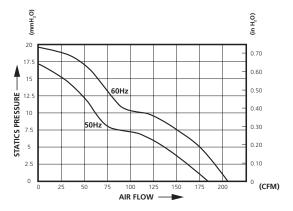
AC Cooling Fans - B1538 Series



Dimensions (mm)



Performance Curve



CIRCUIT-TEST ELECTRONICS	www.circuittest.com	T. 604.482.5210	May 2016
8061 North Fraser Way, Burnaby, BC, V5J 5M8		F. 604.738.3002	S-AC_Fans_150x172x38mm_Plastic_Impeller.pdf