

**Solicitation 060-625350-SU**  
**POWERWAVE MODULE 5000 WATT INVERTER**



**County of Orange**

**Bid 060-625350-SU**  
**POWERWAVE MODULE 5000 WATT INVERTER**

Bid Number           060-625350-SU  
Bid Title             POWERWAVE MODULE 5000 WATT INVERTER

Bid Start Date       Jul 20, 2012 1:19:25 PM PDT  
Bid End Date         Aug 2, 2012 4:00:00 PM PDT  
Question & Answer   Jul 26, 2012 4:00:00 PM PDT  
End Date

Bid Contact           Yvette Torres  
                          714-568-5791  
                          Ytorres@ocsdfinancial.org

Standard Disclaimer   The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

**Description**

THE COUNTY OF ORANGE IS REQUESTING COMPETITIVE BIDS FOR THE ONE-TIME PURCHASE OF A POWERWAVE MODULE 5000 WATT INVERTER, AS MORE FULLY DETAILED IN ATTACHMENT A-SCOPE OF WORK.

**INVITATION FOR BID**

BID MUST BE RECEIVED  
PRIOR TO 4:00 P.M.(Pacific  
Time)



**DATE: August 2, 2012**

FOR OFFICE  
USE ONLY

BID NUMBER

**060-625350-SU**

**COUNTY OF ORANGE**  
Sheriff-Coroner Department  
Purchasing Services Bureau  
320 N. Flower St., 2<sup>nd</sup> Floor  
Santa Ana, CA 92703  
**(714) 568-5791**

**COVER PAGE**

Date: July 20, 2012

**INVITATION FOR BID**

Date/Time Stamp

**Description of Solicitation:**

The County of Orange ("County") is requesting competitive bids for the one-time purchase of a **Powerwave Module 5000 watt Inverter**, as more fully detailed in Attachment A – Scope of Work.

This IFB is set forth in the following format:

Cover Page

Section 1 – General Information

Company Profile

References

Section 2 – Model Contract Terms & Conditions

Attachment A – Scope of Work

Attachment B – Pricing

Attachment C – Compensation and Pricing Provisions

Exhibit 1

Submitted bids will be valid for 90 days after closing date.

**BID CLOSES AT 4:00 P.M. (Pacific Time) on Thursday, August 2, 2012.**

There will be no Public Bid Opening for this Solicitation.

<input type="checkbox"/> I have read and understand and agree to the terms and conditions herewith and I am submitting a response and concurrence to this solicitation.		
Company Name: _____		
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

\* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**RETURN THIS SHEET WITH YOUR RESPONSE**

## SECTION 1 - GENERAL INFORMATION

### I. IMPORTANT NOTICES:

Bids may be returned via mail or hand delivered only to the Sheriff Department, Purchasing Services Bureau, 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703 by the closing date and time indicated on this solicitation. Facsimile and electronic mail bids will not be accepted.

### NO LATE BIDS WILL BE ACCEPTED REGARDLESS OF THE REASON

All changes or modifications to this solicitation will be issued through Bidsync.

Any questions or requests for interpretations or clarifications shall be requested in writing through Bidsync on or before 7/26/12. If clarification or interpretation of the IFB is considered necessary, a written addendum shall be issued through Bidsync. Oral or written (unless through Bidsync) statement(s) concerning any aspect of this IFB by any person is unauthorized and invalid. All inquiries concerning this IFB should be directed through the BidSync System.

County does not guarantee that you will receive addenda (additional information, changes or modifications) to this solicitation through Bidsync prior to the close of this solicitation or at all. It is the bidder's responsibility to ensure that they have received all addenda prior to the submission of its bid.

Sheriff-Coroner Department/Purchasing Services Bureau regular business hours are 8:00 a.m. to 5:00 p.m.(Pacific Time), Monday through Friday.

County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

### II. INSTRUCTIONS – GENERAL

1. If you choose not to submit a bid, please complete the cover sheet of the IFB. Please ensure that you have signed the sheet, entered the date, name of your company and the name and title of the person authorized to sign on behalf of the company.
2. **Responsive bids must include the following completed pages: Cover Sheet, Company Profile, References, Attachment B.** The cover sheet of a responsive bid must be signed appropriately and completed with the date and company name. If the bidder is a corporation then it must contain signatures, name and title of two corporate officers authorized to sign on behalf of the Company. The first signature must be either: 1) the chairman of the board; 2) president; or 3) any vice president. The second signature must be either: 1) the secretary; 2) an assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.
3. Bids must be provided for each item separately; "all or none" bids will not be accepted unless in the best interest of County.
4. Out of state Contractors must include California sales tax permit number.
5. **Mailed bids** must be received by Sheriff-Coroner Department/Purchasing Services Bureau by 4:00 p.m.(Pacific Time) on the date bids are due. All envelopes containing mailed bids must be marked with the Bid number **060-625350-SU**, date and time of the bid closing for that solicitation. It is the bidder's responsibility to verify that the closing date on the bid envelope matches the closing date of the bid. Only one bid submittal will be accepted per envelope. It is the bidder's responsibility to ensure that delivery is made to the Sheriff-Coroner Department/Purchasing Services Bureau at the address below by the due date and time specified herein and to the following address:

**County of Orange  
Sheriff-Coroner Department/Purchasing Services Bureau  
Attn: Yvette Torres  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703**

**060-625350-SU**

6. **Hand-Delivery** - Bid responses may be hand-delivered to Sheriff-Coroner Department/Purchasing Services Bureau, located on the 2nd Floor. **DO NOT LEAVE BIDS WITH ANY OTHER OFFICE LOCATED IN THE BUILDING.** All bids, regardless of manner of delivery are due no later than 4:00 P.M.(Pacific Time).
7. **Telefaxed bids** will not be allowed. **Electronic mail bids** will not be allowed.
8. Contractor shall submit one (1) original and one (1) copy of this bid document.
9. Contractors shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to County.
10. County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in your bid. Pre-contractual expenses are defined as including but not limited to, expenses incurred by the bidder in: a) preparing its bid in response to this IFB; b) postage/shipping c) negotiating with County any matter related to the bid; d) any other expenses incurred by the bidder prior to the date of award and execution, if any.

**III. INSTRUCTIONS - PROTEST PROCEDURES**Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

Protest of Award of Contract:

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by County.

Procedure

All protests shall be type-written on the protester's letterhead and be submitted in accordance with the provisions stated herein. All protests shall include at minimum the following information:

The name, address and telephone number of the protester;

The signature of the protester or the protester's representative;

The solicitation or contract number;

A detailed statement of the legal and/or factual grounds for the protest; and

The form of relief requested.

Protest Process

In the event of a timely protest, County shall not proceed with the solicitation or award of the contract until

the Deputy Purchasing Agent, County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.

Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.

County may, after providing written justification to be included in the procurement file, make the determination that the award of the contract, without delay, is necessary to protect the substantial interests of County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

If the protester disagrees with the decision of the Deputy Purchasing Agent, the protester may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

#### Appeal Process

If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of letter, a written appeal to the Office of the County Purchasing Agent.

Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination with a decision as to whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of County's Contract Policy Manual.

The decision of the County Purchasing Agent will be final and there shall be no right to further administrative appeals.

#### **IV. RIGHTS RESERVED TO COUNTY**

1. County, at its sole discretion, reserves the right to accept or reject in whole or in part any or all bids received as a result of this solicitation.
2. County may cancel this Invitation for Bids in whole or in part without prior notice. Thereafter, County may issue a solicitation for new bids.
3. County makes no guarantee as to the usage of the services by County. County furthermore makes no representation that any contract will be awarded to any bidder responding to this Invitation For Bid.
4. All bids received will be public record after opening. Proposals/bids are not to be marked as confidential or proprietary. Proposals/bids submitted in response to this IFB are subject to public disclosure. County shall not be liable for disclosure of any information or records related to this procurement. Additionally, all proposals/bids shall become the property of County. County reserves the right to make use of any information or ideas in the proposals/bids submitted.
5. When more than one line item is specified in a solicitation, County reserves the right to determine the lowest responsible bidder on the basis of individual items, groups of items, or all items included in the solicitation, unless otherwise expressly provided for in the solicitation. County may accept any item or group of items included in the bid unless the bidder expressly objects in its response to the solicitation and conditions its response on County purchasing all items for which the bidder provided bids. In the event that the bidder so objects, County may consider the bidder's objection non-responsive and may render the bidder ineligible for award.

6. County reserves the right to award its total requirements to one bidder or to apportion those requirement among two or more bidders as County may deem to be in the best interests of County. In addition, negotiations may or may not be conducted with bidder; therefore, the proposal/bid submitted should contain the bidder's most favorable terms and conditions, since the selection and award may be made without discussion with any bidder.
7. County reserves the right to waive, at its discretion, any irregularity or informality which County deems correctable or otherwise not warranting rejection of the bid.
8. The lowest responsive and responsible bid may be subject to further negotiations in the sole discretion of County; bidders should not assume, however, that there will be opportunity for further negotiation so bidders must present their best and final bid in response to this solicitation.
9. By participating in this solicitation, bidders agree to accept the decision of the County Purchasing Agent as final.

## **V. SPECIAL REQUIREMENTS**

1. Bidders may be required to present satisfactory evidence that they have been regularly engaged in the business of providing goods/services required by this solicitation or are reasonably familiar therewith and that they are fully prepared with the necessary capital, material, and machinery as may be required or specified in this solicitation to complete the work to be contracted to the satisfaction of County.
2. By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the goods/services required under this Invitation For Bid and that it is capable of providing the goods/services to achieve County's objectives.
3. Bidders may be required to provide information regarding and/or proof of the number of years they have provided the goods/services requested in this solicitation.
4. Each bidder must submit its bid in strict accordance with all requirements of this Invitation For Bid.

## **VI. EXCEPTIONS**

Any exceptions to County's terms and conditions must be clearly stated in responses to this solicitation under a separate section entitled "Exceptions." Any exception must include the details of the exception and the reasons for it. County reserves the right to disqualify vendors taking exception to its terms and conditions. Vendors taking exception after notice of award will be disqualified from award of contract.

## **VII. AWARD**

Final award determination will be based primarily on the overall lowest responsive, responsible bid, but is contingent upon Sheriff-Coroner Department/Purchasing Services Bureau approval, which will include a review of bidders' qualifications and references.

(Return with Bid Response)

**COMPANY PROFILE**

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

Business Address: \_\_\_\_\_

Address for mailed Payment: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

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

Length of time the firm has been in business: \_\_\_\_\_

Length of time at current location: \_\_\_\_\_

Is your firm the sole proprietor doing business under a different name: \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please indicate sole proprietor's name and the business name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate your firm's federal tax ID number: \_\_\_\_\_

Is your firm incorporated: \_\_\_\_\_ Yes \_\_\_\_\_ No State of Incorporation: \_\_\_\_\_

Type and number of business license(s): \_\_\_\_\_

System Certification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

\_\_\_\_\_

Contact's name in reference to this bid: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

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

Name of project manager: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

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



Contact's name to place order: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

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

Name administrator to whom questions regarding accounts payable should be directed: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

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

**In the event of an emergency or declared disaster, the following information is required:**

Name of Contact individual during non-business hours: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Facsimile Number: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_ Pager Number: \_\_\_\_\_

(Return with Bid Response)

**REFERENCES**

All contractors must provide a minimum of three references. At least two of the references are clients in California, and at least one of the references must cover services performed in the past year. Services should be similar to those services required in this solicitation. References must include the name and address of the company or governmental agency and the name and telephone and facsimile numbers of contact person(s), annual agreement dollar amount of the contract and a brief description of the agreement/contract work and services provided. Attach additional sheets if necessary.

1. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Brief Description of agreement/Contract work or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Brief Description of agreement/Contract work or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Annual agreement dollar amount: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_  
Brief Description of agreement/Contract work or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2**

**Model Contract (#TBD) For  
The One-Time Purchase of a Powerwave Module 5000 Watt Inverter**

This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, \_\_\_\_\_ with a place of business at \_\_\_\_\_; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor represents that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and,

**WHEREAS**, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the one-time purchase of a **Powerwave Module 5000 Watt Inverter**.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments A, B, C, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated herein by reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be

complete until all goods, or services, have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers'

compensation or other fringe benefits of any kind through County.

- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, County may terminate this Contract.

### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

#### **Coverage**

#### **Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be in breach of this Contract or assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in

this Contract.

- Y. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.



2. **Term of Contract:** This Contract is for the one-time purchase and shall commence upon execution of all necessary signatures.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.

6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
10. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at

the time such goods and services are rendered. This is in addition to any other remedies available under law.

11. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.

12. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_

For County:

County of Orange  
 Sheriff-Coroner Department/Purchasing Services Bureau  
 320 N. Flower Street, 2<sup>nd</sup> Floor  
 Santa Ana, CA 92703  
 Attn: Yvette Torres, Buyer  
 Ph: 714-568-5791  
 Fx: 714-834-6411

14. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
16. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County's assigned Deputy Purchasing Agent.

17. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

18. **Disputes-Contract:** A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's project manager and County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:

- a. Contractor shall submit to the agency/department Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- b. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating the that demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his desgnee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

**Model Signature Page**

The Parties hereto have executed this Contract (#TBD) for the one-time purchase of a **Powerwave Module 5000 watt Inverter** on the dates shown opposite their respective signatures below

**Contractor:**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Contractor\*:**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT A

### Scope of Work

#### I. **SCOPE OF WORK:**

Contractor shall provide one (1) Powerwave module 5000 Watts, 277 in/277 out, with 90 minute battery UL 924 lighting inverter, input circuit breaker, output circuit breaker, 39"Wx18"Dx68"H.

Central Lighting Inverter specification defines a high reliability single-phase, on-line, solidstate, double conversion, digital signal processing, high frequency pulse width modulated (PWM) system, utilizing IGBT's. The Central Lighting Inverter shall be designed to provide high quality regulated and conditioned AC power to all lighting loads at all times. It shall provide zero transfer time (no break and no transferring at static bypass switch) to battery upon input power loss or disruption. The unit shall be specifically designed to meet UL 924 for emergency lighting applications and provide 90 minutes of battery back up. It shall be suitable for all lighting loads including any combination of electronic and security system, power factor corrected self-ballast Fluorescent, Incandescent, Quartz Re-strike, Halogen, HID and HPS during emergency backup.

System shall be operated from 0 to 100% loading for the minimum of 90 minutes. Upon return of the normal AC utility line, system shall return to normal mode automatically without any interruption of power to the load. The charging system shall recharge the battery within UL 924 requirements.

#### II. **STANDARDS:**

The UPS shall comply with the following standards:

- CSA certified per UL1778
- UL 924 and CSA 22.2 No. 107.1
- UL 924/UL 924A-Life Safety for Emergency Back up Lighting
- FCC rules and regulations, Part 15, subpart j, class A
- NEMA PE-1
- NFPA 101 (Life safety code)
- ANSI C62.41 (IEEE 587)
- ANSI C62.42.45 (Cat. A and B)
- TVSS (UL1449 2nd Edition)

#### III. **PRODUCT DESCRIPTION:**

##### 1. **Approved Manufactureres and Product Description:**

Approved Manufacturer: The Inverter shall be an Emergency Central Lighing Inverter and shall be manufactured by:

- ON-LINE POWER,INC.

**Model # PW5.0R2500N1**

## 2. QUALIFICATION AND QUALITY ASSURANCE

### **Manufacturer's Certification:**

A minimum of twenty years experience in the design, manufacture and testing of solid-state UPS is required. The manufacturer shall specialize in manufacturing of on-line, double conversion high frequency UPS modules specified in this document. The manufacturer shall hold a current ISO 9001 certification and shall design the units in accordance with internationally accepted standards.

### **Materials and Assemblies:**

All materials and parts in the UPS shall be new, of current manufacture, unused, except for the purpose of factory testing. All active electronic components shall be solid state and designed as to not exceed the manufacturer's recommended ratings and tolerances for ensuring maximum reliability. All IGBT's and other semiconductor devices shall be sealed. All relays shall have dust covers. All incoming parts, modular assemblies and sheet metal shall undergo detailed receiving quality inspection.

### **Factory Testing:**

Every unit shipped will have completed a documented functional test of the UPS module and battery system, including a battery discharge test. A copy of the test report shall be available upon customer's request.

### **Operation:**

The system shall utilize High Frequency Pulse Width Modulation, digital signal processing for control and monitoring. The system's automatic-overload and short circuit protection of the inverter in normal and emergency operations shall consist of 150% momentary surge capability and 115% overload for 10 minutes. The system protection shall also include a low-battery voltage disconnect to prevent damages to the battery bank. The system shall supply a clean computer grade sinusoidal output waveform with less than 5% at all operating conditions except overload and short circuit. The system shall be able to protect its self from internal over-temperature condition in the event of an internal overheat condition and issue an alarm under such condition.

System during normal power utility needs to do power factor correction close to unity (1.0 p.f.) to reduce operation cost for the customer while it is charging the batteries. The system shall consist of circuitry including an automatic, multi-rate, software-controlled charger; self-diagnostic, programmable system testing capabilities a microprocessor-controlled; diagnostic display panel capable of audible alarms and visual displays of all alarm and inverter; a DC to AC converter (inverter); a battery charger that meet UL 924 standard; an AC and DC input protection; a battery-bank sized for the system's runtime requirements and full KW rating at unity power factor; and an RS232 communication interface.

### **System Description:**

#### **Inverter Design Requirements:**

- Output Load Capacity: The continuous output power rating of the UPS shall be [7.5] kVA unit @ 0.7 PF, 5.25 kW unit @ 1.0 PF.
- Output Power Upgrade – unit shall be designed to have a min 20% of the rated power capacity upgradeability without having to change the unit, option specified at the time of ordering.
- Input Voltage: [277] VAC, - 15% / +10%
- Output Voltage – [277] Vac, 1 phase, 2 wires plus-ground
- Battery Autonomy: the UPS shall be capable of operation at full load for 90 minimum on battery power, at a temperature of 25 C.
- Efficiency: Greater than 90%

- Battery Type: standard valve regulated sealed lead-acid (VRLA).
- Battery Protection: battery CB, for safe UPS, battery operation and servicing.
- Cable Installation: conduit entries on the top and both sides of enclosure

#### AC Input Specifications:

- Input Voltages: 277 VAC, 2 wires plus ground
- Frequency: 60 Hz +/- 5%
- Input Current: sinusoidal, close to unity PF under all line/load conditions (power factor correction)
- Input Protection: contactor, optional input circuit breaker
- Input Surge Protection: Transient Voltage Surge Suppressor (TVSS)
- Transfer Time: zero no break transfer (unit static transfer must not switch upon input power loss)
- Slew Rate: 0.4 Hz/second, maximum
- Input Power Connections: hard wired terminal block, optional input cable
- Number of wires: 2 wires plus ground
- Cable Installation: conduit entries on the top and both sides of enclosure

#### AC Output Specification:

- Output Ratings: (kVA @ 0.7 PF and kW @ 1.0 PF) 5.25 kW
- Output Voltages: 277 VAC
- Frequency: 60 Hz +/- 0.5 Hz
- Voltage Regulation: +/- 3% No Load to Full Load, High Line to Low Line (typical)
- Output Waveform: sinusoidal
- Voltage Distortion: < 5% THD; < 3% Single Harmonic
- Inverter Overload Capability: 125% for 10 minutes, 150% surge for 10 seconds
- Bypass Overload Capability: 150%
- Protection: fault current limited
- Non-Linear Load Capability 100%
- Crest Factor: 1 to 2
- Output Power Connections: hard wired terminal block, optional output receptacle panel board with NEMA type receptacles and over current protection (max 30CBs)
- Output Distribution: unit shall have an internal or external load center for customer use, eliminating the need for optional distribution
- Number of Wires: 2 wires plus ground

#### Component Descriptions:

##### Input Terminal Block:

An input terminal block shall be hard wired, and located in the UPS close to knockouts for incoming power cable for easy installation. The conduit entries shall be located on the top and both sides of the cabinet.

**Input Contactor:**

The UPS shall have a line contactor to isolate the rectifier in case of a line problem and allow for a smooth transfer/retransfer to and from bypass.

**Input Transformer:**

An input transformer shall be factory installed inside the standard UPS cabinet within 39" x 18" footprint design. It shall be located in the lower part of the cabinet, with a barrier separating from the electronics section, to provide isolation between the line and the rectifier / inverter circuit.

**Rectifier:**

A solid state circuit design, converting incoming AC power to regulated DC bus voltage for the input to the inverter and battery charger.

**Inverter:**

The inverter shall feature pulse-width modulation (PWM) design utilizing high frequency (15 kHz) switched IGBT's. It shall use a true double conversion system, generating rated AC output from the utility power, or the batteries when in back up mode. The unit shall have a single heat sink and power IGBT's assembly tray for reduced switching noise and maximum reliability. The assembly shall come as a FRU and its design and mounting location shall be conceived for an easy maintenance. It shall be located on the electronics shelf with direct access, with opened door and can be replaced in app.15 min, using only a screwdriver.

**Charger:**

A separate battery charger circuit shall be provided. It uses the same IGBT's as in the inverter, with constant voltage and current limiting control. The battery float voltage is uP programmable for the applicable kVA and DC bus ratings. Charging current limit is temperature compensated for battery protection. Full recharge of the batteries shall be in full accordance with UL 924. The rectifier, inverter and charger shall be a part of the heat sink, IGBTs and drivers subassembly as part of FRU modular design aimed at increased ease and safety of service.

**Static Bypass :****100% rated, Continuous Duty**

The bypass serves as an alternative source of power for the critical load when an input line failure or abnormal condition prevents operation in inverter mode. It consists of a fully rated, continuous duty static switch for high-speed transfers and features two back to back SCRs to allow make before break transfer. The design shall include a Manual Bypass Switch, protected within the locked cabinet. It shall be accessible only to authorized personnel, allowing the unit to stay in bypass at all times for safe work on the unit. Manual transfer to bypass shall not cause unit trip, nor transfer into battery back up mode. The static switch shall be able to be powered up by an optional separate power source (generator or other power supply) for dual input capabilities.

**Transfer to Bypass**

- Will initiate automatically under the following conditions:
  - Critical bus voltage out of limits
  - Total battery discharge – ( for specified back up time w/o damaging batteries)
  - Over temperature period expired
  - UPS problem



**Automatic Re-transfer:**

- Will take place whenever the inverter is capable of assuming the critical load. It shall be inhibited for the following conditions:

- When transfer to bypass is activated manually or remotely
- UPS problem

All transfers to Bypass shall be inhibited for the following conditions

- Bypass voltage out of limits (+/- 10% of nominal)
- Bypass frequency out of limits (+/- 3 Hz)

**Control Logic:**

The entire UPS operation shall be performed by the microprocessor controlled logic. All operations, parameters, diagnostics, test and protection routines are firmware controlled, compensating component drift and changes in operating environment to ensure stable and consistent performance. A self-test and diagnostics subroutine shall assist in troubleshooting the unit. Control PCB shall be located on the front door, removed from power wiring and switching devices. This arrangement shall minimize EMI and allow hot boards swap, in manual bypass mode.

**Manual maintenance Bypass Switch:**

An auto/man MBS switch shall be provided in the UPS cabinet for connecting power to the critical load through the external maintenance bypass line. It shall be used when the unit needs to be de-energized for maintenance, without disrupting power to the load. Operating the switch shall be strictly restricted to authorized personnel with cabinet access key. The MBS shall be operated in conjunction with a S-1 synchronization switch, ensuring full synchronization and no inrush current during transfer.

**Output Transformer:**

An isolation output transformer shall be utilized to provide specified output voltage and separate the UPS rectifier/Inverter section from the load disturbances and conducted noise.

**Manual Inverter Test Switch:**

Unit shall have a momentary test switch to allow the user a manual system test without the need to operate any breakers or shutting down the system. The test switch shall be in compliance with UL924 rules, well marked, accessible only after opening a locked front cabinet door and further protected from accidental activation. The Power Wave shall resume a normal operation after the test switch release.

**Battery Subsystem:**

Sealed, maintenance-free VRLA batteries shall be provided. The batteries shall have an expected life of 10 years or a minimum 250 complete discharge cycles. The batteries shall be contained in a separate battery cabinet with a dedicated circuit breaker (no fuses) for battery protection, convenient power cut-off, and servicing.

Battery run time (based on 100% full load) shall be no less than the specified time. Runtime shall comply with UL924 providing a minimum of 90 minutes at full load.

**SYSTEM DIAGNOSTICS/ALARM****Front Panel LCD Display:**

Standard, 4 lines x 20 characters back lit, blue LCD display on the UPS for instant indication of UPS status, metering, alarms and battery condition. The display provides easy read-out on 2 standard and 2

optional screens, providing continuous information with scrolling update:

## **Status Display**

### **System Status**

- Standby: System is performing self-diagnostic.
- Start UP: Inverter is being started.
- Normal: All parameters are acceptable.
- Problem: Lost of utility power over load.
- Failure: System requires service.

### **System Rating in KVA**

#### **Battery Buss Voltage Status**

- Battery ok: Battery voltage is within acceptable range.
- Battery bad: Battery voltage is out of range.

#### **Input Voltage Status**

- Input ok: Input voltage and frequency are within acceptable range.
- Input bad: Input voltage and/or frequency is within acceptable range.

#### **Battery Charger Status**

- Charger on: Battery charger is charging or keeping batteries at float voltage.
- Charger off: Battery is being charged.

#### **System Internal DC Buss**

- Dc ok: DC bus is within acceptable range.
- Dc bad: DC bus is out of acceptable range.

#### **Static Bypass Status**

- On inverter: Critical load is being powered and protected by inverter.
- On bypass: Critical load is being powered from utility power.

#### **Inverter Output Status**

- Out ok: Output is within acceptable range critical load is being powered by inverter.
- Out bad: no output is available from inverter and critical load is being powered from utility power.

### **Metering Display**

- Output voltage
- Output power
- Input voltage
- Input current
- DC bus
- Battery voltage
- Battery current (+) Charging (-) Discharging

**Events and Alarms screen (Option)**

- UPS events Time/Date stamp up to 50 scrolling events, with freeze function
- Aux. Output CB Trip-up to 20 CBs Trip alarm on 1st priority trip screens.

**System Information Screen (Option)**

- Minutes on Battery: UPS in battery back up mode, accrued time
- System hours: UPS in operation, accrued time
- Battery Event: number of times UPS operated in back up mode
- Temp: UPS cabinet temperature

**Alarm Relays:**

Standard, dry contacts signal relays closing for each of the following alarm conditions: Input Fail, On Bypass, Inverter ON, Low Battery, Summeray Alarm

**Communication Ports:**

Standard, Two com ports are available, configured for RS232 and 1 for RS485 data transfer. All parameters displayed on front panel shall be available on these ports for remote monitoring

**Power Flow Mimic:**

(Option) Aluminated overlay with embedded color LED's. Combines information on front panel display with a graphic power flow visualization for instant load power status recognition

**MODES OF OPERATION:**

The UPS module shall be designed to operate as an on-line, high frequency (min 10kHz), high precision PWM conversion, fully automatic system with "no break" transfer time in the following modes:

**Normal:**

During normal operation, utility (or generator) power is Rectified to DC, drawing sinusoidal input AC current at unity power factor under all load conditions. The DC Rectifier supplies DC power to the Inverter and Battery Charger sections. The Inverter shall supply the load at all times without using the energy stored in the battery using high frequency PWM (min. 10 kHz) power technology.

**Emergency:**

Upon loss of input power or when power exceeds the specified input limits, the control logic shall allow the inverter to draw energy from the battery without interruption to the load and disconnect the input line. The transfer to battery shall be uninterrupted – "no break" power transfer. The inverter shall supply power from the batteries to the critical load through. The output voltage shall be sinusoidal and within specified limits 5% regulation. If power is not restored before the batteries have been exhausted, the UPS shall completely shutdown-protecting the batteries from possible damage.

**Recharge:**

When utility power is restored and before the batteries are completely exhausted, the UPS shall automatically return to normal operation. This retransfer to normal operation shall be uninterrupted. The battery charger shall automatically recharge the batteries to full capacity. Recharge characteristics must strictly comply with UL 924 requirements.

**Bypass:**

In the event of a component malfunction in either the Rectifier/Charger or the Inverter sections, the unit's Static Bypass Switch shall transfer the load to the utility power with no interruption. Bypass mode

shall cause alarm indication and initiate output relay dry contacts closure for customer use.

**Off-Battery:**

When the battery is removed for maintenance or the battery breaker is off, the unit will continue to function, meeting all the specified performance parameters with the exception of the power back up time capability.

**Battery Specifications**

- Standard Run Time: 90 min at full load
- Extended Run Time: as required
- Battery Type: sealed, maintenance-free, lead-acid, VRLA
- Expected Life: 10 years
- Charger Ampacity: per UL 924
- Float Voltage: 2.25 V per cell
- Protection: circuit breaker in each battery cabinet
- Wiring: power cables from the UPS to the battery cabinet shall be provided by the customer, per local code. With multiple battery cabinets, interconnecting cables shall be provided.
- Nominal DC Link Voltage: kVA/kW, (dependent on number of batteries)
- Battery Cabinets: matching battery cabinets, UL 924 listed, NEMA 1, The specific UPS and battery cabinet shall be a CSA listed system per UL 924, with a minimum of 90 minutes of battery operation under full load conditions.

**ACCESSORIES****External Manual Bypass Switch:**

To be located in the cabinet to include a rotary switch with make before break contacts to provide a single control for transferring to and from maintenance bypass with no load support interruption.

**Normally On/Normally Off Output Aux. Circuit Breakers:**

These CB's are 1 pole, 20 A devices for protection of customers's load circuits. Combine 5.7 & 5.8 to eliminate the need of internal output breakers.

**EMI Filter:**

Complies with: IN55022, 1998 Class "B" radiated Emission EN55022, 1998 Class "B" conducted emission. FCC Part 15 Class "B" radiated emission, FCC Part 15 Class "B" conducted emission.

**Seismic Mounting Brackets:**

Left/Right seismic floor mounting brackets

**Maintenance, Service and Enhanced Warranty Plans:****Service Personnel:**

The UPS manufacturer shall employ a nationwide service organization, with factory-trained Customer Service Engineers dedicated to the start-up, maintenance, and repair of UPS and power equipment. The manufacturer shall provide a fully automated national dispatch center to coordinate field service personnel schedules. One toll-free number shall reach a qualified support person 24hrs/day, 7days/week and 365 days/year. For emergency service calls, response time from a local Customer Engineer shall be approximately 15 minutes.

**Replacement Parts:**

Parts shall be available through an extensive network to ensure around-the-clock parts availability throughout the country. Customer Support Parts Coordinators shall be on-call 24hrs/day, 7days/week, 365 days a year for immediate parts dispatch. Parts shall be delivered to the site within 24 hours.

**Maintenance Training:**

In addition to the basic operator training conducted as a part of the system start-up, class-room courses for customer employees shall be made available by the manufacturer. The course shall cover UPS theory, location of subassemblies, safety, battery considerations and UPS operational procedures. It shall include AC/DC and DC/AC conversion techniques as well as control and metering, Troubleshooting and fault isolation using alarm information and internal self-diagnostics interpretation shall be stressed.

**Maintenance Contracts:**

A comprehensive offering of preventive and full service maintenance contracts shall be available. An extended warranty and preventive maintenance package shall be available. All services shall be performed by factory trained Service Engineers.

**Site Testing:**

The manufacturer's field service personnel shall provide site testing if requested. The testing shall consist of a complete test of the UPS system and the associated accessories supplied by the manufacturer. A partial battery discharge test shall be provided as part of the standard start-up procedure. The test results shall be documented, signed, and dated for future reference.

**WARRANTY****Inverter Module:**

The Inverter manufacturer shall warrant the Inverter against defects in materials and workmanship for a period of twenty-four (24) months. The warranty shall cover all parts and labor for one (1) year period beginning from the start up, or 18 months from the ship date, whichever comes first. Optional 1 year extended warranty and maintenance contract packages shall also be available at the end of the factory maintenance period.

**Battery:**

Battery manufacturer's standard warranty shall be transferred and assigned to the end user. It will have a minimum period of one year.

**MECHANICAL DESIGN AND CONSTRUCTION****Enclosure:**

All system components shall be housed in a single floor mounted small footprint (39"x 18"), freestanding NEMA 1 enclosure. The cabinet should have front access only with two doors and the depth of no more than 18 inch, allowing easy component reach from the front. The enclosure shall have shelves for component separation and clear and accessible layout. Cabinet doors shall require a key for gaining access. Front access only shall be required for safety and expedient servicing, adjustments and installation. The cabinets shall be structurally adequate and have provisions for hoisting, jacking and forklift handling. Enclosure design shall fully comply with UL 1778 for locked door, unauthorized access protection and UL 924 for accidental or unauthorized unit shutdown.

**Construction:**

Only quality, unused material shall be used to build the unit, under strict observance of standards and quality workmanship. The cabinets shall be cleaned, primed and painted matt black. The unit shall be constructed with rigorously tested, burned-in, replaceable subassemblies. Only two electronic subassemblies: heat sink assembly with IGBTs and drivers and control PCBA shall be used for maximum reliability and simple servicing. All printed circuit assemblies shall have plug connections. Like assemblies and like components shall be interchangeable.

**Earthquake Protection:**

The cabinet shall be evaluated for earthquake zone 4 installation, with the addition of optional earthquake brackets.

**Execution****Wiring Installation:**

UPS cabinet conduit entry arrangement shall allow for flexibility of user wiring installation. The wiring shall be routed thru the top or either side of the cabinet.

**Wiring Termination:**

The UPS input and output power connections shall be hard wired within the cabinet. Optional input line cable and output receptacle panels shall be available (limited range of units only, please consult factory for details). Input and output terminal blocks shall be provided for easy field wiring of UPS and battery cabinets.

**System Operation:**

The system shall allow connection of both "normally on" or "normally off" loads. Connected loads shall be carried via the transfer circuit by the utility during normal operation or by the system inverter during utility failures without interruption.

**Connected Loads:**

The Online Central Lighting Inverter system shall be designed to maintain the normal operation and performance integrity of all connected loads including voltage and frequency sensitive equipment by providing true "no break", continually conditioned sinusoidal output. Refer to plans for type and location of loads server by the system.

**Factory Startup**

Provide a factory service representative to perform the initial startup of the Central Lighting Inverter System.

**Drawing and manuals**

Drawings and manuals supplied with each unit shall include: Complete set(s) of shop drawings showing physical dimensions, mounting information and wiring diagrams.

Installation Manual(s) with complete instructions for locating, mounting, interconnection and wiring of the system.

User Manual(s) outlining complete operating and preventive maintenance procedures.s and manuals

**ENVIRONMENTAL REQUIREMENTS**

- Operating Temperature: - 0 C to 40 C (32 F to 104 F )
- Storage Temperature: - 20 C to +45C (- 4F to 113 F)
- Maximum recommended storage temperature for batteries is 77 F for up to six months. Storage at up to 104 F is acceptable for a maximum of three months.
- Humidity: operating and storage: 0 to 95% RH, non condensing

- Altitude: up to 6000 ft (1,829 meters)
- Audible Noise: 57 dB typ. on “response curve A”

**Physical Specifications**

Cabinet shall be double door, floor mountable, fork liftable, black painted with max 18” depth to maximize front accessibility. Cabinet shall be no more than 40” width for best layout (book shelf style) Cabinet height shall not exceed 80” to allow pass through standard door.

**ATTACHMENT B****Pricing****(Return with Bid Packet)**

<b><u>Item No.</u></b>	<b><u>Qty.</u></b>	<b><u>U/M</u></b>	<b><u>Description</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extended Cost</u></b>
1	1	each	Powerwave Module 5000 Watts	\$_____	\$_____
2	1	each	Internal Make before break Bypass	\$_____	\$_____
3	1	each	5 KW Upgraded onsite Warranty 8-5 M-F including 24 hrs tech support and on site start-up (unit shall include 1 yr parts only in base cost)	\$_____	\$_____
Subtotal					\$_____
Freight (Dock to Dock Delivery)					\$_____
OC Sales Tax (7.75%)					\$_____
Contract not to exceed amount:					\$_____



## **ATTACHMENT C**

### **Compensation and Pricing Provisions**

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

#### **1. Pricing**

Pricing set forth in Attachments B shall be firm. All price decreases will automatically be extended to County. County will accept decreases only. Pricing will be firm unless a reduction is available.

#### **2. Payment Terms**

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

#### **3. Invoicing Instructions:**

Contractor shall submit invoices for all tune-up/testing/maintenance and repairs actually completed, including filing the required reports.

Payments and/or invoices are to be sent to:

Sheriff-Coroner Department/Facilities Operations  
431 The City Drive South, Orange CA 92868  
Attn: Facilities Contract Services Supervisor

For verification and approval:

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

The invoice shall be submitted on standard company forms and shall state:

1. Invoice Number
2. Invoice Date
3. Date Work Was Completed
4. County Contract Number (M.A. #)
5. Federal I.D. Number
6. Contractor's name and address
7. Contractor's remittance address
8. Sales tax, if applicable

Invoices which are submitted prior to completion of work or which do not state all of the required information may be returned to the Contractor for corrective action.

**EXHIBIT 1****CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the supplied form, page 33 of Invitation For Bid **060-625350-SU**, to furnish required information listed above.

## County of Orange Child Support Enforcement

### Contract Certification

**INSTRUCTIONS:**

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**  
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

### PART I

**A. In case of an individual contractor, provide:**

His/her name, date of birth, Social Security number, and residence address:

**B. In the case of contractor doing business in a form other than as an individual, provide:**

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

**C. \*If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.**

(Please note: Part II "Certification" must also be signed and returned)

**1. Name:**

D.O.B.

SSN No:

Residence Address:

**2. Name:**

D.O.B.

SSN No:

Residence Address:

### PART II

#### **CERTIFICATION (PART I MUST ALSO BE COMPLETED)**

I certify that \_\_\_\_\_ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: \_\_\_\_\_ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

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

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## Question and Answers for Bid #060-625350-SU - POWERWAVE MODULE 5000 WATT INVERTER

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 26, 2012 4:00:00 PM PDT