


PUBLIC BUILDINGS DIVISION



9981

January 16, 2014

TO: Gregory W. Pease, Chief of Procurement  
Procurement Department

FROM: Luis F. Flores, Chief of Public Buildings  
Public Buildings Division 

SUBJECT: Recommendation to use St. Johns County Contract #13-MCC-RIN-04918  
Countywide Generator Maintenance & Services

Ring Power has a current contract with St. Johns County for generator maintenance and services, which was competitively bid in accordance with Chapter 126, Jacksonville Ordinance Code (Note: Contract #13-MCC-RIN-04918 Countywide Generator Maintenance & Services included as Attachment A and RFP #13-49 as Attachment B). The Public Buildings Division proposes to piggyback the referenced St. Johns County contract for countywide generator maintenance and services for multi-story buildings in the downtown core. Ring Power has agreed to extend St. Johns County pricing to the City of Jacksonville (a price proposal from Ring Power is included as Attachment C). In accordance with the COJ Administrative Code, our Risk Manager has reviewed and approved the insurance portion of the St. Johns County contract (see Attachment D).

The St. Johns County contract is an annual pricing agreement between Ring Power and St. Johns County to provide routine maintenance and repair on generators. As a government agency, the City of Jacksonville satisfies the requirement as an Eligible Customer. This agreement is based on fixed pricing, 'hourly rates' and 'parts markup' from the service provider.

Accordingly it is recommended that the City enter into an agreement with Ring Power for generator maintenance of multi-story buildings in the downtown core for the lump sum fee of \$31,820.00 with a not-to-exceed limit of \$20,000 for maintenance and repair for a maximum indebtedness to the City in the amount of \$51,820. The agreement shall have the same terms and conditions as the St. Johns County contract.

The account information is provided below:

- Index code: PWPB5A1MAPR
- Sub object: 06302

With your approval, this request will be funded in FY 13-14.

Attachments A-D

CC: Jim Robinson, Director

DEPARTMENT OF PUBLIC WORKS



**CONTRACT AGREEMENT**  
**RFP No: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**  
**Master Contract #: 13-MCC-RIN-04918**

This Contract Agreement is made as of this 2nd day of December, 2013, by and between St. Johns County, FL, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and Ring Power Corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", with offices located at 500 World Commerce Parkway, St. Augustine, FL 32092, whose Phone: (904) 737-7730 and Fax: (904) 494-7424.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be extended for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform **countywide generator maintenance and services** under the specified service plan for SJC Departments in accordance with RFP No: 13-49 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Wayne Pacetti, Manager, SJC Building Operations Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The CONTRACTOR shall perform the required Services as needed by the respective SJC Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the SJC Building Operations Department. No changes to said schedule shall be made without prior written authorization from the COUNTY's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The COUNTY shall compensate the CONTRACTOR based upon the annual price per unit as submitted in the RFP Proposal and attached hereto as Exhibit A-1. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed the annual amount budgeted by the respective SJC Department for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR's compensation is based upon CONTRACTOR's adhering to the Scope of Services, detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.
- C. The CONTRACTOR shall bill the COUNTY for Services satisfactorily performed, and materials satisfactorily delivered.

- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:  
St. Johns County Building Operations Department  
ATTN: Wayne Pacetti, Manager  
500 San Sebastian View  
St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

#### **ARTICLE 6 – TERMINATION**

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause by the COUNTY upon failure by the CONTRACTOR to comply with any portion of the responsibilities under this Contract Agreement. The COUNTY shall provide written notification of any and all issues of non-compliance, which the CONTRACTOR shall then have fourteen (14) business days to correct. If correction is not made, or acceptable corrective action has not been taken within the provided fourteen (14) day period, the Contract Agreement may be terminated by the COUNTY for cause upon giving at least fourteen (14) days advance written notice to the CONTRACTOR.

Consistent with other provisions of this Contract Agreement, the CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

#### **ARTICLE 7 – PERSONNEL**

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 8 – SUBCONTRACTING**

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval

by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 9 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

#### **ARTICLE 10 – AVAILABILITY OF FUNDS**

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

#### **ARTICLE 11 - INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, Fl 32084

1. **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
2. **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
3. **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

## **ARTICLE 12 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

## **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

## **ARTICLE 14 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

## **ARTICLE 15 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

## **ARTICLE 16 – NO THIRD PARTY BENEFICIARIES**

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

## **ARTICLE 17 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 18 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

#### **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

**ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

**ARTICLE 23 - NONDISCRIMINATION**

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

**ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 26 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 27 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 28 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## ARTICLE 29 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

## ARTICLE 30 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

## ARTICLE 31 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Coordinator**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Ring Power Corporation  
**Attn: Mr. Keith Moore, Vice President**  
500 World Commerce Parkway  
St. Augustine, FL 32092

## ARTICLE 32 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

## ARTICLE 33 – PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that CONTRACTOR's performance under this Agreement constitutes an act on behalf of the County, CONTRACTOR shall provide access to all public records made or received by CONTRACTOR in conjunction with this Agreement. Specifically, if CONTRACTOR is expressly authorized, and acts on behalf of the County under this Agreement, CONTRACTOR shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at CONTRACTOR's sole cost and expense, all public records in the possession of CONTRACTOR upon termination of this Agreement. CONTRACTOR shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.



- c. Failure by CONTRACTOR to grant such public access shall be cause for unilateral termination of this Agreement by the County. CONTRACTOR shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in CONTRACTOR's possession and shall promptly provide the County a copy of CONTRACTOR's response to each such request.

**ARTICLE 34 – REVIEW OF RECORDS**

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

**ARTICLE 35 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

**ARTICLE 36 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

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RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn R Cardenas Purchasing Manager  
Printed Name & Title County Representative

Ring Power Corporation

Company Name

Dawn R Cardenas  
Signature County Representative

Steven D Gambill  
Signature of Contractor Representative

12/2/13  
Date of Execution

STEVEN D. GAMBILL VP Product Support Mngt.  
Printed Name & Title

7 Dec 2013  
Date of Execution

LEGALLY SUFFICIENT:

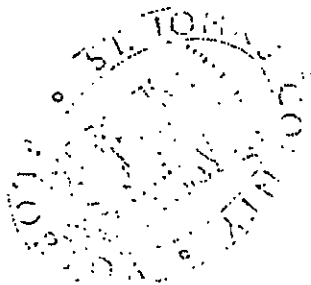
[Signature]  
Sr. Assistant County Attorney

11/26/13  
Date of Execution

ATTEST:  
CLERK OF COURT

Ross Halterum  
Deputy Clerk

12/2/13  
Date



**EXHIBIT "A"**

**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Annual Prices per Unit as submitted in the RFP Package. The Annual Prices per Unit shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Annual Prices per Unit adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first Task Order issued after the beginning of the applicable renewal period.

**EXHIBIT "A-1"**

**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ANNUAL PRICE PER UNIT SCHEDULE**

<b>Facility</b>	<b>Address</b>	<b>Plan A/B</b>	<b>Annual Price per Unit</b>
SJSO Administration	4015 Lewis Speedway	B	\$1,560.00
SJSO Detention Annex	4025 Lewis Speedway	B	\$1,360.00
SJSO Outback Unit	3955 Lewis Speedway	B	\$1,930.00
SJSO Jail	3955 Lewis Speedway	B	\$1,750.00
SJSO Evidence	4015 Lewis Speedway	B	\$1,560.00
SJSO Law Enforcement	4075 Lewis Speedway	B	\$1,310.00
SJSO Aviation	455 Hawkeye View Lane	B	\$1,360.00
SJSO Ag Center	3125 Agricultural Drive	B	\$1,310.00
SJSO Radio Shack	4425-B Avenue A	B	\$1,310.00
SJSO Comm Center	4455 Avenue A	B	\$1,930.00
SJSO Mobile Command Center – Portable 1	3955 Lewis Speedway	B	\$1,310.00
SJSO Mobile Command Center – Portable 2	3955 Lewis Speedway	B	\$1,310.00
SJSO Clandestine Trailer Portable	3955 Lewis Speedway	B	\$1,225.00
Anastasia Island WWTP 1	860 W 16 <sup>th</sup> Street	B	\$1,980.00
Anastasia Island WWTP 2	860 W 16 <sup>th</sup> Street	B	\$1,980.00
SR 16 WWTP	3000 Industry Center Road	B	\$1,750.00
SR 207 WWTP	4428 Golf Ridge Drive	B	\$1,560.00
Marsh Landing WWTP	166 Marsh Cove Drive	B	\$1,560.00
Players Club WWTP	5250 Palm Valley Road	B	\$1,410.00
Sawgrass WWTP	10042 Sawgrass Drive	B	\$1,980.00
Innlet Beach WWTP	605 Palmera Drive	B	\$1,410.00
SR 16 Reuse Booster Station	3000 Industry Center Rd	B	\$1,360.00
CR 214 WTP 1	2160 Water Plant Road	B	\$3,320.00
CR 214 WTP 2	2160 Water Plant Road	B	\$4,265.00
CR 214 WTP Portable	2160 Water Plant Road	B	\$1,360.00
214 Water Well TR#45	2160 Water Plant Road	B	\$1,360.00
214 Water Well TR#46	2160 Water Plant Road	B	\$1,360.00
214 Water Well TR#47	2160 Water Plant Road	B	\$1,360.00
214 Water Well TR#48	2160 Water Plant Road	B	\$1,360.00
214 Water Well TR#49	2160 Water Plant Road	B	\$1,750.00
NE WTP	326 Van Gogh Circle	B	\$1,750.00
NW WTP	3390 International Golf Pkwy	B	\$3,320.00
Innlet Beach WTP	601 Palmera Drive	B	\$1,650.00
Marsh Landing WTP	25570 Marsh Landing Pkwy	B	\$1,560.00
Plantation WTP	105 Tabby Lane	B	\$1,750.00
Bartram Oaks WTP	412 Treaty Oak Lane	B	\$1,360.00
Plantation Well Site #5	105 Tabby Lane	B	\$1,360.00
Shore Drive Master Lift Station	208 Shore Drive	B	\$1,560.00
NW Master Lift Station	3390 International Golf Pkwy	B	\$1,650.00
Six Mile 1 Lift Station	137 Registry Blvd	B	\$1,360.00
Coquina Crossing Lift Station 1	4560 Coquina Crossing Dr	B	\$1,360.00
St. Augustine Shores Master Lift Station	493 Domenico Circle	B	\$1,360.00
Riverside Master Lift Station	225 Riverside Blvd	B	\$1,360.00
LS Portable	2100 Arc Drive	B	\$1,360.00
LS Portable	2100 Arc Drive	B	\$1,410.00
Fox Creek Stormwater	1686 Brian Way	B(W)	\$1,650.00
SJC Courthouse	4010 Lewis Speedway	B	\$1,980.00
SJC Administration	500 San Sebastian View	B	\$4,815.00
NW Annex	725 Flora Branch Blvd	B	\$1,560.00
Ponte Vedra Annex	99 N Palm Valley Road	B	\$1,310.00
SE Annex	6685 US 1 South	B	\$1,360.00
Courthouse Administration	4020 Lewis Speedway	B	\$1,650.00
SJC Permit Center	4040 Lewis Speedway	B	\$3,320.00
SJC Tax Collectors	4030 Lewis Speedway	B	\$1,650.00
SJC Central Receiving	4010 B Lewis Speedway	B	\$1,310.00
Pacetti Bay Middle School	245 Meadow Lark Lane	B	\$1,750.00
SJC Emergency Operations Center	100 EOC Drive	B	\$1,750.00

Ag Center	3125 Agricultural Drive	B	\$1,410.00
Wind Mitigation Center	3125 Agricultural Drive	B	\$1,360.00
Hastings Community Center	6195 S Main Street	B	\$1,360.00
SJC Medical Examiners Office	4501 Avenue A	B	\$3,800.00
SJC Fire Service Administration	3657 Gaines Road	B	\$6,500.00
SJC Fire Station 1	130 Canal Blvd	B	\$3,150.00
SJC Fire Station 2	1120 Sheffield Road	B	\$3,150.00
SJC Fire Station 3	6010 SR 13 N	B	\$3,150.00
SJC Station 4 pull behind	3400 CR 208	B	\$3,150.00
SJC Fire Station 5	200 St. Augustine South Dr	B	\$6,500.00
SJC Fire Station 8	7985 Morrison Blvd	B	\$3,150.00
SJC Fire Station 14	1255 W King Street	B	\$3,800.00
SJC Fire Station 15	290 Pine Island Road	B	\$3,150.00
SJC Fire Station 16	235 Murabella Parkway	B	\$3,150.00
SJC Fire Station 17	10001 Cartwheel Bay Ave	B	\$3,150.00
Stratton Road Transfer Station	250 N Stratton Road	B	\$3,150.00
Tillman Ridge	3005 Allen Nease Road	B	\$3,800.00
Tillman Mobile Unit	3005 Allen Nease Road	B	\$3,150.00
SJC Fairgrounds	5840 SR 207	B	\$1,410.00
SJC Equestrian Center	8200 Smith Road	B	\$1,255.00
SJSO – Water Plant Rd (formerly at Ag Center)	Water Plant Road	B	\$1,310.00
Council On Aging	2595 Old Moultrie Road	B	\$1,360.00
EOC Portable – Whisper Watt	100 EOC Drive	B	\$1,310.00
EOC Portable – Zabatt GMI	100 EOC Drive	B	\$1,310.00
Road & Bridge	1625 State Road 16	B	\$1,360.00
Flagler Estates (Tower)	9685 Light Avenue	B (W)	\$1,360.00
AG Center (Tower)	3057 Agricultural Center Dr	B(W)	\$1,305.00
Onion Patch (Tower)	1762 Borrow Pit Road	B(W)	\$1,305.00
Old Moultrie Road (Tower)	1555 Old Moultrie Road	B(W)	\$1,305.00
Sampson (Tower)	10005 Cartwheel Bay Ave	B(W)	\$1,305.00
Bakersville (Tower)	5885 CR 208	B(W)	\$1,305.00
Armstrong (Tower)	6245 SR 207	B(W)	\$1,305.00
Watson Road (Tower)	5125 Crescent Technical Ct	B(W)	\$1,305.00
Ponte Vedra (Tower)	5430 Palm Valley Road	B(W)	\$1,305.00
12 Mile (Tower)	235 N Stratton Road	B(W)	\$1,305.00
Faver Dykes (Tower)	9355 US 1 S	B(W)	\$1,305.00

**EXHIBIT "B"**

**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICE**

**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

*Initial Contract* – Shall become effective on the date of execution by all parties, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

*Contract Renewal/s* – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



St. Johns County Board of County Commissioners

Purchasing Division

December 2, 2013

Mr. Glen Howard, Asst. VP  
Ring Power Corporation  
500 World Commerce Parkway  
St. Augustine, FL 32092

RE: RFP No: 13-49; Countywide Generator Maintenance & Services  
Master Contract # 13-MCC-RIN-04918

Dear Mr. Howard:

Attached, please find a fully executed original copy of the above referenced Contract Agreement for your files. The effective date of this Contract is December 2, 2013, and shall remain in effect for an initial term of one (1) calendar year.

Please remember that invoices submitted under this contract must be sent to SJC Building Operations Department, on a quarterly basis. Invoices must show each generator unit, with the quarterly pricing, separated by location and department, and totaled for ease of processing. Any invoices not properly labeled may be returned by the County, or held for payment until corrected.

If you have any questions regarding this contract, please do not hesitate to contact me at the information provided below.

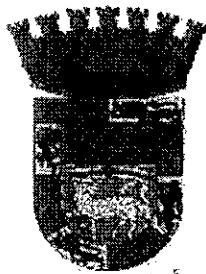
Thank you for doing business with St. Johns County.

Sincerely,  
St. Johns County  
Purchasing Department

A handwritten signature in cursive script that reads "Jaime Locklear".

Jaime Locklear, CPPB  
Contract Coordinator  
904.209.0158 – Direct  
904.209.0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

CC: · SJC Minutes & Records (Copy taken when attested)  
· SJC Purchasing RFP No: 13-49 Master Contract File



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 13-49  
REQUEST FOR PROPOSALS**

**COUNTYWIDE GENERATOR  
MAINTENANCE & SERVICES**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084**

**FINAL: 05/08/13**



**REQUEST FOR PROPOSALS (RFP) NO: 13-49  
COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

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**ST. JOHNS COUNTY, FL – RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES  
PART I - ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 13-49; Countywide Generator Maintenance & Services**. Interested, qualified respondents may submit RFP Packages according to the requirements described herein to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, June 13, 2013**. Any packages delivered to or received by the SJC Purchasing Department after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County seeks to establish a contract with a qualified firm to provide countywide generator maintenance and services. The awarded Contractor shall be responsible for performing maintenance services, repairs, and emergency repairs and services on the County's emergency power generating systems, including, but not limited to generators, transfer switches, fuel delivery systems, and associated components. Fuel storage tanks shall not be included in this contract.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and request Document **#13-49**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department, upon request via fax to (904) 209-0159 or email at [jtonev@sjcfl.us](mailto:jtonev@sjcfl.us).

The generator locations will be available for Site Visits during the week of May 20<sup>th</sup> through May 23<sup>rd</sup> as described herein. Attendance at the site visits is not mandatory, but is highly recommended by the County to ensure that interested firms have the best understanding and familiarity with the services to be provided.

There will be a MANDATORY Pre-Proposal Meeting held on Thursday, May 23, 2013 at 2:00pm in the St. George Conference Room at the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Any and all firms or individuals interested in responding to this solicitation must be present and signed in at this meeting before the 2:00pm deadline in order to be eligible to submit a response. Anyone arriving after 2:00pm will not be permitted to sign in and will not be able to submit a response for consideration.

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator via email at [jtonev@sjcfl.us](mailto:jtonev@sjcfl.us), fax to (904) 209-0159, or postal mail to SJC Purchasing, at 500 San Sebastian View, St. Augustine, FL 32084. Inquiries and questions **must** be submitted in writing via fax, letter or email to the party shown above and received no later than close of business (5:00PM) on Thursday, May 30, 2013, to allow adequate time for response and/or an addendum. **Interested vendors may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 13-49: COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original and seven (7) copies of the RFP Package which shall include all required documents and any supplemental information.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084.

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for qualifications.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

## **PART II: INTRODUCTION**

### **A. General Scope of Work:**

St. Johns County seeks to establish a contract with a qualified firm to provide countywide generator maintenance and services. The awarded Contractor shall be responsible for performing maintenance services, repairs, and emergency repairs and services on the County's emergency power generating systems, including, but not limited to generators, transfer switches, fuel delivery systems, and associated components. Fuel storage tanks shall not be included in this contract.

### **B. Site Visits:**

The facilities with generators shall be available for site visits during the week of May 20<sup>th</sup> through May 23<sup>rd</sup> according to the schedule outline in Exhibit A included herein. Attendance at these site visits is NON-MANDATORY. Interested vendors are encouraged to visit the generator system locations to fully understand the requirements of the Contract.

County staff present at these site visits will not be answering any questions regarding this RFP, the scope of services, or the Contract Agreement. Vendors must compile questions and submit them in writing as stated below in Section D. Any information or answers provided at the site visits shall not be considered by vendors when responding to this RFP unless confirmation is given through an Addendum to this RFP.

### **C. Mandatory Pre-Proposal Meeting:**

There will be a MANDATORY Pre-Proposal Meeting held on Thursday, May 23, 2013 at 2:00pm in the St. George Conference Room at the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Any and all firms or individuals interested in responding to this solicitation must be present and signed in at this meeting before the 2:00pm deadline in order to be eligible to submit a response. Anyone arriving after 2:00pm will not be permitted to sign in and will not be able to submit a response for consideration.

### **D. RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal must be directed, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to [jtoney@sicfl.us](mailto:jtonev@sicfl.us), fax to (904) 209-0158, or via USPS delivered to 500 San Sebastian View, St. Augustine, FL 32084. Questions must be submitted as stated above, by or before close of business (5:00PM) on Thursday, May 30, 2013, to allow adequate time for response and/or an addendum. **Interested vendors may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.**

### **C. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

### **D. Due Date & Location:**

Packages submitted in response to this Request for Proposals must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on Thursday, June 13, 2013. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

### **E. Proposal Packaging Instructions:**

RFP Packages must be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: "**RFP No: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**". Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container. Each package must consist of one (1) original and seven (7) copies of the respondent's proposal, which shall include all required documents and any supplemental information.

### **F. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, rank and short list the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points:</u>
A. RFP Package Format	05
B. Previous Experience / Past Performance for St. Johns County	25
C. Qualifications	25
D. Availability of Units	15
E. Pricing Proposal	15
F. References	10

**G. Evaluation of Proposals:**

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document, an Evaluator's Score Sheet, and shall evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held at the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firms whose proposals best serve the interests of the County.

**H. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**I. Contract Performance:**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

**PART III: GENERAL REQUIREMENTS**

**A. Objective:**

St. Johns County seeks to establish a contract with a qualified firm to provide countywide generator maintenance and services.

**B. Scope of Work:**

The Contractor shall perform maintenance, service, repairs, emergency repairs and emergency services on the County's existing emergency power generating systems, including but not limited to generators, transfer switches, fuel delivery systems, and associated components with the exception of fuel storage tanks. Emergency repairs shall be provided with both service plans. The services specified herein are minimum requirements, and performance by the Contractor must meet or exceed these requirements in order to remain in compliance with the terms of the contract.

The Contractor shall perform the above referenced services under two (2) separate service plans; Plan A: Full Maintenance & Repair Service, and Plan B: Routine Maintenance Service as described below. Attachment F included herein shall list all equipment under Plans A and/or B. The County reserves the right to change which plan these systems shall be serviced under upon award of a Contract.

**1. Plan A: Full Service Maintenance & Repair**

The Contractor shall be responsible for performing routine maintenance, service, repairs and replacement of any and all Plan A designated equipment, and shall bear one hundred percent (100%) of the financial responsibility for all maintenance, service, repairs and replacement costs.

**I. Quarterly Maintenance & Inspection Services:**

- a. The Contractor shall provide quarterly inspections and preventive maintenance services for all designated equipment to begin during the second quarter or by a maintenance schedule provided by the County Maintenance Staff. Testing and adjusting of equipment will be performed on-site. The Contractor shall conduct all checks on a quarterly basis as required by the manufacturer's operating documents or by County request. The Contractor shall perform the following quarterly maintenance services on all Plan A equipment, systems, and/or components:
  - i. Test each generator for at least one (1) hour under full connected load;
  - ii. Lubricating System:
    - (1) Check lube oil level and add oil as needed;
    - (2) Inspect for oil leaks. Check and re-torque all connections to manufacturer's specifications;
    - (3) Check governor oil level and add oil as needed (where applicable);
    - (4) Check condition of lube oil hoses and connections;
    - (5) Check oil base heater and adjust as needed;
    - (6) Check injection pump oil level and add oil as needed (where applicable);
    - (7) Check engine breather. Clean and remove any oil residue, dust, dirt or other restriction;
    - (8) Start engine, check oil pressure and adjust as needed to manufacturer's specifications;
    - (9) Check engine oil stick for water or residue;
    - (10) Check turbo-charger for oil leaks (where applicable);
    - (11) Check front and rear crank shaft seals for oil leaks;
    - (12) Check equipment hour meter for hours of operation, and refer to manufacturer's operations and service manual. If hours of operation are near or exceed manufacturer's stipulated time for oil service, change oil and filter with manufacturer's approved oil and filter. Start engine and check for oil leaks at the filter. Check oil stick for proper oil level.
  - iii. Fuel Delivery System:
    - (1) Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injector pumps, and priming pump, etc. for leaks. Correct as needed;
    - (2) Check operation of day tank (where applicable);
    - (3) Drain water from fuel traps (where applicable);
    - (4) Drain water from day strainer (where applicable);
    - (5) Clean sediment bowl (where applicable);
    - (6) Check for water in fuel;
    - (7) Inspect fuel filter, and change as needed;
    - (8) Check fuel pressure. Ensure compliance with manufacturer's specifications.
  - iv. Cooling System:
    - (1) Check for leaks;
    - (2) Check coolant level. and add coolant as needed;
    - (3) Check coolant pH, and add long-life anti-freeze as needed;
    - (4) Check all belts for cracks and/or wear, and replace as needed;
    - (5) Check all belts for proper tension, and adjust as needed;
    - (6) Check condition of water hoses and clamps;
    - (7) Check for leakage, and repair any leaks;
    - (8) Check water filter, and replace water filter elements annually or as needed, whichever is sooner;
    - (9) Pressure test radiator and cap;
    - (10) Check water pump for leaks and bearing noise;
    - (11) Verify that the temperature gauge is reading the correct temperature using infrared device;
    - (12) Check operation of engine heater and switch;
    - (13) Check fan & radiator for physical damage, obstruction and leaks;
    - (14) Drain and replace anti-freeze. as needed.

- v. Air Systems:
  - (1) Check air cleaner (dry type);
  - (2) Check turbocharger clearance (where applicable);
  - (3) Check and service oil bath air cleaner as needed (where applicable);
  - (4) Check air hoses and connections (where applicable).
- vi. Electrical System:
  - (1) Check battery fluid, and correct as needed;
  - (2) Check battery specific gravity, and correct as needed;
  - (3) Check battery trickle charger, record rate;
  - (4) Check battery connections, clean and tighten as needed;
  - (5) Lubricate generator, starter/cranking;
  - (6) Check air compressor, if not electric start;
  - (7) Check for loose load line connections and emergency supply line connections.
- vii. Exhaust System:
  - (1) Inspect entire exhaust system;
  - (2) Check raincap for leaks;
  - (3) Inspect manifold connection for leaks, re-torque as needed.
- viii. Engine Safety Controls:
  - (1) Check operations of all safety controls and emergency stops.
- ix. Engine Test – No Load:
  - (1) Start engine and check operation. Adjust RPM as needed;
  - (2) Observe oil pressure and record.
- x. Engine Test – With Load:
  - (1) Test run the generator with the connected load energized for at least one (1) hour;
  - (2) Observe and record volts, amps, cycles, engine water temperature, engine lube oil pressure, and battery charge rate;
  - (3) Shut down engine and return to normal automatic condition unless otherwise noted.
- xi. Ignition System:
  - (1) Inspect all wires;
  - (2) Check ammeter for discharging while cranking;
  - (3) Check ammeter for full charge at start-up;
  - (4) Check Engine Control Unit (ECU) with appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.
- xii. Generator Sets:
  - (1) Check slip rings;
  - (2) Check Commutator;
  - (3) Check brushes to assure they are free;
  - (4) Inspect generator wiring for fraying;
  - (5) Check and record each phase volts, amps, and frequency, check operation of transfer switch;
  - (6) Check automatic start-up;
  - (7) Check generator grounding;
  - (8) Adjust voltage regulator;
  - (9) Check generator windings and armature for cleanliness;
  - (10) Check excitor belts for fraying or cracking;
  - (11) Check excitor and regulator for cleanliness;
  - (12) Check generator mounting bolts for tightness, and re-torque as needed;
  - (13) Lubricate generator bearings, drive and joints;
  - (14) Inspect for potential hazards resulting from vibration and/or pressure;
  - (15) Check for alternator vibration;
  - (16) Inspect all main supply, emergency supply and load line connections, and re-torque as needed;

(17) Verify phase relay drop out and pick up points, and adjust as needed.

xiii. Transfer Switch:

- (1) Check all wiring;
- (2) Inspect to assure all supply and load lines are tight;
- (3) Check for proper mechanical operation of the transfer mechanism;
- (4) Note settings on timers and assure they are proper for application;
- (5) Verify phase relays drop out and pick up points, traditionally drop out at 70% and pick up at 90% of rated voltage. Adjust as needed;
- (6) Attach calibration tag with date and calibration of relays noted;
- (7) Advise County maintenance staff as to any options that may be added or changed.

xiv. Engine:

- (1) Test run engine under actual connected load for at least one (1) hour;
- (2) Check for engine noises;
- (3) Check carburetor/injectors for proper adjustments, and correct as needed;
- (4) Check choke adjustment (where applicable);
- (5) Check engine for excessive smoke;
- (6) Check for air in the induction system;
- (7) Check cylinder head and head gasket;
- (8) Check for excessive blow by;
- (9) Check turbocharger for noise;
- (10) Check prelube pump for proper operation;
- (11) Check engine high idle speed, and correct as needed;
- (12) Check engine low idle speed, and correct as needed;
- (13) Check emergency shut-off for proper operation;
- (14) Check engine for proper operation at rated speed;
- (15) Inspect engine mounting bolts – tighten if loose, replace if broken;
- (16) Check engine wiring harness for breaks or wear – replace if broken, and if worn, repair and reroute to prevent wear.

xv. Testing:

- (1) While engine is running under actual connected load, adjust voltage and frequency;
- (2) Adjust clock exerciser as needed;
- (3) Test delay start;
- (4) Test delay pick-up;
- (5) Test delay re-transfer;
- (6) Test delay cool down;
- (7) Test delay transition;
- (8) Test delay preheat;
- (9) Calibrate undervoltage sensors;
- (10) Calibrate overvoltage sensors;
- (11) Calibrate generator sensors;
- (12) Record load per leg;
- (13) Record voltage per leg;
- (14) Record frequency;
- (15) Record oil pressure;
- (16) Record water temperature;
- (17) Check battery charging system;
- (18) Clean up work area.

## II. Annual Inspection, Maintenance & Repair Services

- a. Annual Maintenance & Repair Services for designated equipment shall include all of the requirements of the quarterly maintenance stated above, along with the following services, and shall be performed annually, or every one hundred (100) hours of operation, whichever occurs first:
  - i. Change oil and filters to comply with manufacturer's specifications. Only manufacturer's approved oil and filter shall be used.

- ii. Lubricating System:
  - (1) Change governor oil (where applicable);
  - (2) Change injection pump oil (where applicable);
  - (3) Change oil in crankcase breather (where applicable);
  - (4) Take oil sample, send to approved laboratory for analysis. Provide copy of report to County maintenance staff.
- iii. Fuel Delivery System:
  - (1) Lubricate day tank float switch and manual pump (where applicable);
  - (2) Replace fuel filters;
  - (3) Lubricate carburetor and linkage (where applicable);
  - (4) Lubricate governor linkage and service air filters.
- iv. Cooling System:
  - (1) Replace water filters (where applicable).
- v. Battery:
  - (1) Check specific gravity and load test.
- vi. Exhaust System:
  - (1) Drain condensation where possible;
  - (2) Check and lubricate heat riser plate.
- vii. Ignition System:
  - (1) Replace plugs (where applicable);
  - (2) Replace points (where applicable);
  - (3) Replace condenser (where applicable);
  - (4) Replace rotor (where applicable);
  - (5) Inspect cap, replace as necessary (where applicable);
  - (6) Lube point cam (where applicable);
  - (7) Lube advance wick (where applicable);
  - (8) Lube upper and lower bearing;
  - (9) Set timing;
  - (10) Inspect and lube mechanical advance (where applicable);
  - (11) Inspect all wires;
  - (12) Check Engine Control Unit (ECU) with appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.
- viii. Generator:
  - (1) Clean rings and commutator;
  - (2) Lubricate over speed switch;
  - (3) Check diode heat sinks;
  - (4) Inspect rear bearing.
- ix. Engine Running:
  - (1) Test Low Oil Pressure safety switch – Record seconds to shut down;
  - (2) Test High Engine Temperature safety switch – Record seconds to shut down;
  - (3) Test over-speed safety switch – Record seconds to shut down;
  - (4) Check pre-alarms (where applicable);
  - (5) Check over-crank system – Record seconds to shut down;
  - (6) Check cycle cranks time – Record seconds of cranking, seconds of rest.
- x. Accessories:
  - (1) Lubricate all hinges, door locks, and snap covers, etc.
- xi. Load bank Test:
  - (1) Load bank (resistive and reactive) test each generator under full-rated load for at least four (4) hours;
  - (2) Make a record of all operating systems of the alternator and the engine during the load bank test;
  - (3) Provide a complete written report of the load bank test to the County for each generator set.



### **III. General Maintenance Responsibilities**

- a. The Contractor shall provide, at no additional cost to the County, all test equipment, tools, materials and parts necessary to maintain and/or repair equipment.
- b. The Contractor shall be responsible for removal and proper disposal of all oil and filters in accordance with any and all Federal, State and Local laws, regulations, codes, and rules regarding the disposal of hazardous materials.
- c. A weekly inspection of equipment shall be performed by County personnel. This inspection shall serve to check oil, coolant, fuel, batteries, gauges, belts, oil pressure, engine temperature, and any other components of the designated equipment. Liquids will be topped off with supplies provided by the Contractor. All major problems shall be promptly reported to the Contractor. The Contractor shall be responsible for taking appropriate corrective measures for all problems reported by County Staff.

### **IV. Repair & Response Time**

- a. Repair of all equipment shall be the responsibility of the Contractor. Generator equipment added to the inventory by St. Johns County shall be added to this contract, and shall become the responsibility of the Contractor upon expiration of any warranty on the purchased equipment.
- b. Response time for non-emergency repairs shall be within twenty four (24) hours of Contractor notification by the County.
- c. Emergency repairs shall require the Contractor to have a qualified technician onsite within one (1) hour of Contractor notification by the County.
- d. If an emergency repair cannot be completed within four (4) hours of arrival onsite by the Contractor, a portable unit shall be supplied and connected by the Contractor. All temporary, portable units shall be fully operational and of equitable service capability. Temporary, portable units must be placed at the designated location within one (1) hour of the end of the four (4) hour emergency repair window. All costs associated with the hook up, disconnect, delivery, pick up, and rental charges of temporary portable units shall be included in the Rental Rates for the temporary, portable unit, and shall be the responsibility of the County based on the Schedule of Rental Rates.
- e. Notifications from the County of required repairs, both non-emergency and emergency, shall be made via telephone call to the Contractor, and followed up with a written notification via email or facsimile.
- f. In the event the Contractor fails to meet the response time requirements for non-emergency and emergency repairs, the County reserves the right to have a second, independent contractor perform the necessary repairs, or provide temporary, portable units until repairs are completed. The cost of the repairs, including parts and labor, shall either be deducted from the Contractor's next payment, or shall be billed to the Contractor for payment.

### **V. Warranted Equipment**

- a. All new equipment warranty work shall be provided by the original warranty supplier. All warranty responsibility for previously purchased equipment still under warranty shall continue to be provided by the original warranty supplier until expiration of the warranty period. The Contractor shall perform regular quarterly and annual maintenance and inspections for all equipment under warranty as described herein. All trouble calls shall be directed to the warranty supplier, if the trouble call involves a warranty item. Maintenance of the warranty inventory list shall be provided by the Contractor at no additional cost to the County.

### **VI. Replacement Parts**

- a. Services under this Contract shall include the provision of unlimited replacement parts with the exception of the following:
  - i. Replacement parts required to repair damage due to fire, flood, wind, and vandalism;
  - ii. Replacement parts required to repair damage due to actions of County Staff relating to alterations or attachments to the equipment.
- b. The cost of the above referenced replacement parts shall be in accordance with the following:
  - i. Cost shall not exceed current manufacturer's price, regardless of the reason for the replacement;
  - ii. Cost shall not exceed the cost for replacing the entire unit;
  - iii. Cost shall be the lesser of:
    - (1) The Contractor's standard government discounted price;

- (2) The price available to the County on a State Contract or other piggyback eligible Contract;
  - (3) The price available to the County on a County contract; or
  - (4) A special sales price offering.
- c. Replacement parts must be genuine original manufacturer's parts, approved by the original manufacturer for the specific device being repaired. Alternate parts must be approved by the County, and must be either new, or like-new refurbished parts. Replaced (old) parts shall become the property of the Contractor. New and refurbished replacement parts shall become the property of the County.

**2. Plan B: Routine Maintenance & Repair**

The Contractor shall be responsible for routine maintenance and of Plan B designated equipment, and shall perform necessary non-emergency and emergency repairs based on an hourly rate, and mark-up for parts. If it is determined that a repair recommended by the Contractor is not in the best interest of the County, the County shall reserve the right to perform the repair with in-house staff or to remove the unit from inclusion under this Contract.

**I. Quarterly Maintenance & Inspection:**

- a. The Contractor shall provide quarterly inspections and preventive maintenance services of all Plan B designated equipment at the indicated locations to begin during the second quarter or by a maintenance schedule provided by the County. Testing and adjusting of the equipment shall be performed on-site. The Contractor shall perform the following quarterly maintenance services on all Plan B equipment, systems, and/or components:
- i. Test each generator for at least one (1) hour under full connected load;
  - ii. Lubricating System:
    - (1) Check lube oil level and add oil as needed;
    - (2) Inspect for oil leaks. Check and re-torque connections to manufacturer's specifications;
    - (3) Check governor oil level and add oil as necessary (where applicable);
    - (4) Check condition of lube oil hoses and connections;
    - (5) Check oil base heater and adjust as needed;
    - (6) Check injection pump oil level and add oil as needed (where applicable);
    - (7) Check engine breather, clean and remove any oil residue, dust, dirt and/or other restrictions;
    - (8) Start engine, check oil pressure and adjust as needed to manufacturer's specifications;
    - (9) Check engine oil stick for water or residue;
    - (10) Check turbo-charger for oil leaks (where applicable);
    - (11) Check front and rear crank shaft seals for oil leaks;
    - (12) Check equipment hour meter for hours of operation, and refer to manufacturer's operations and service manual. If hours of operation are near or exceed manufacturer's stipulated time for oil service, change oil and filter with manufacturer's approved oil and filter. Start engine and check for oil leaks at the filter. Check oil stick for proper oil level.
  - iii. Fuel Delivery System:
    - (1) Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injector pumps, and priming pump, etc. for leaks. Correct as needed;
    - (2) Check operation of day tank (where applicable);
    - (3) Drain water from fuel traps (where applicable);
    - (4) Drain water from day strainer (where applicable);
    - (5) Clean sediment bowl (where applicable);
    - (6) Check for water in fuel;
    - (7) Inspect fuel filter, and change as needed;
    - (8) Check fuel pressure. Ensure compliance with manufacturer's specifications.
  - iv. Cooling System:
    - (1) Check for leaks;
    - (2) Check coolant level, and add coolant as needed;
    - (3) Check coolant pH, and add long-life anti-freeze as needed;
    - (4) Check all belts for cracks and/or wear, and replace as needed;
    - (5) Check all belts for proper tension, and adjust as needed;
    - (6) Check condition of water hoses and clamps;

- (7) Check for leakage, and repair any leaks;
  - (8) Check water filter, and replace water filter elements annually or as needed, whichever is sooner;
  - (9) Pressure test radiator and cap;
  - (10) Check water pump for leaks and bearing noise;
  - (11) Verify that the temperature gauge is reading the correct temperature using infrared device;
  - (12) Check operation of engine heater and switch;
  - (13) Check fan & radiator for physical damage, obstruction and leaks;
  - (14) Drain and replace anti-freeze, as needed.
- v. Air Systems:
- (1) Check air cleaner (dry type);
  - (2) Check turbocharger clearance (where applicable);
  - (3) Check and service oil bath air cleaner as needed (where applicable);
  - (4) Check air hoses and connections (where applicable).
- vi. Electrical System:
- (1) Check battery fluid, and correct as needed;
  - (2) Check battery specific gravity, and correct as needed;
  - (3) Check battery trickle charger, record rate;
  - (4) Check battery connections, clean and tighten as needed;
  - (5) Lubricate generator, starter/cranking;
  - (6) Check air compressor, if not electric start;
  - (7) Check for loose load line connections and emergency supply line connections.
- vii. Exhaust System:
- (1) Inspect entire exhaust system;
  - (2) Check raincap for leaks;
  - (3) Inspect manifold connection for leaks, re-torque as needed.
- viii. Engine Safety Controls:
- (1) Check operations of all safety controls and emergency stops.
- ix. Engine Test – No Load:
- (1) Start engine and check operation. Adjust RPM as needed;
  - (2) Observe oil pressure and record.
- x. Engine Test – With Load:
- (1) Test run the generator with the connected load energized for at least one (1) hour;
  - (2) Observe and record volts, amps, cycles, engine water temperature, engine lube oil pressure, and battery charge rate;
  - (3) Shut down engine and return to normal automatic condition unless otherwise noted.
- xi. Ignition System:
- (1) Inspect all wires;
  - (2) Check ammeter for discharging while cranking;
  - (3) Check ammeter for full charge at start-up;
  - (4) Check Engine Control Unit (ECU) with appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.
- xii. Generator Sets:
- (1) Check slip rings;
  - (2) Check Commutator;
  - (3) Check brushes to assure they are free;
  - (4) Inspect generator wiring for fraying;
  - (5) Check and record each phase volts, amps, and frequency, check operation of transfer switch;
  - (6) Check automatic start-up;
  - (7) Check generator grounding;
  - (8) Adjust voltage regulator;
  - (9) Check generator windings and armature for cleanliness;

- (10) Check excitor belts for fraying or cracking;
- (11) Check excitor and regulator for cleanliness;
- (12) Check generator mounting bolts for tightness, and re-torque as needed;
- (13) Lubricate generator bearings, drive and joints;
- (14) Inspect for potential hazards resulting from vibration and/or pressure;
- (15) Check for alternator vibration;
- (16) Inspect all main supply, emergency supply and load line connections, and re-torque as needed;
- (17) Verify phase relay drop out and pick up points, and adjust as needed.

xiii. Transfer Switch:

- (1) Check all wiring;
- (2) Inspect to assure all supply and load lines are tight;
- (3) Check for proper mechanical operation of the transfer mechanism;
- (4) Note settings on timers and assure they are proper for application;
- (5) Verify phase relays drop out and pick up points, traditionally drop out at 70% and pick up at 90% of rated voltage. Adjust as needed;
- (6) Attach calibration tag with date and calibration of relays noted;
- (7) Advise County maintenance staff as to any options that may be added or changed.

xiv. Engine:

- (1) Test run engine under actual connected load for at least one (1) hour;
- (2) Check for engine noises;
- (3) Check carburetor/injectors for proper adjustments, and correct as needed;
- (4) Check choke adjustment (where applicable);
- (5) Check engine for excessive smoke;
- (6) Check for air in the induction system;
- (7) Check cylinder head and head gasket;
- (8) Check for excessive blow by;
- (9) Check turbocharger for noise;
- (10) Check prelube pump for proper operation;
- (11) Check engine high idle speed, and correct as needed;
- (12) Check engine low idle speed, and correct as needed;
- (13) Check emergency shut-off for proper operation;
- (14) Check engine for proper operation at rated speed;
- (15) Inspect engine mounting bolts – tighten if loose, replace if broken;
- (16) Check engine wiring harness for breaks or wear – replace if broken, and if worn, repair and reroute to prevent wear.

xv. Testing:

- (1) While engine is running under actual connected load, adjust voltage and frequency;
- (2) Adjust clock exerciser as needed;
- (3) Test delay start;
- (4) Test delay pick-up;
- (5) Test delay re-transfer;
- (6) Test delay cool down;
- (7) Test delay transition;
- (8) Test delay preheat;
- (9) Calibrate undervoltage sensors;
- (10) Calibrate overvoltage sensors;
- (11) Calibrate generator sensors;
- (12) Record load per leg;
- (13) Record voltage per leg;
- (14) Record frequency;
- (15) Record oil pressure;
- (16) Record water temperature;
- (17) Check battery charging system;
- (18) Clean up work area.

## II. Annual Maintenance

- a. Annual Maintenance & Repair Services for Plan B equipment shall include all of the requirements of the quarterly maintenance stated above, along with the following services, and shall be performed annually, or every one hundred (100) hours of operation, whichever occurs first:
  - i. Change oil and filters to comply with manufacturer's specifications. Only manufacturer's approved oil and filter shall be used.
  - ii. Lubricating System:
    - (1) Change governor oil (where applicable);
    - (2) Change injection pump oil (where applicable);
    - (3) Change oil in crankcase breather (where applicable);
    - (4) Take oil sample, send to approved laboratory for analysis. Provide copy of report to County maintenance staff.
  - iii. Fuel Delivery System:
    - (1) Lubricate day tank float switch and manual pump (where applicable);
    - (2) Replace fuel filters;
    - (3) Lubricate carburetor and linkage (where applicable);
    - (4) Lubricate governor linkage and service air filters.
  - iv. Cooling System:
    - (1) Replace water filters (where applicable).
  - v. Battery:
    - (1) Check specific gravity and load test.
  - vi. Exhaust System:
    - (1) Drain condensation where possible;
    - (2) Check and lubricate heat riser plate.
  - vii. Ignition System:
    - (1) Replace plugs (where applicable);
    - (2) Replace points (where applicable);
    - (3) Replace condenser (where applicable);
    - (4) Replace rotor (where applicable);
    - (5) Inspect cap, replace as necessary (where applicable);
    - (6) Lube point cam (where applicable);
    - (7) Lube advance wick (where applicable);
    - (8) Lube upper and lower bearing;
    - (9) Set timing;
    - (10) Inspect and lube mechanical advance (where applicable);
    - (11) Inspect all wires;
    - (12) Check Engine Control Unit (ECU) with appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.
  - viii. Generator:
    - (1) Clean rings and commutator;
    - (2) Lubricate over speed switch;
    - (3) Check diode heat sinks;
    - (4) Inspect rear bearing.
  - ix. Engine Running:
    - (1) Test Low Oil Pressure safety switch – Record seconds to shut down;
    - (2) Test High Engine Temperature safety switch – Record seconds to shut down;
    - (3) Test over-speed safety switch – Record seconds to shut down;
    - (4) Check pre-alarms (where applicable);
    - (5) Check over-crank system – Record seconds to shut down;

(6) Check cycle cranks time – Record seconds of cranking, seconds of rest.

x. Accessories:

(1) Lubricate all hinges, door locks, and snap covers, etc.

xi. Load bank Test:

(1) Load bank (resistive and reactive) test each generator under full-rated load for at least four (4) hours;

(2) Make a record of all operating systems of the alternator and the engine during the load bank test;

(3) Provide a complete written report of the load bank test to the County for each generator set.

**III. General Maintenance Responsibilities**

- a. The Contractor shall provide, at no additional cost to the County, all test equipment, tools, materials and parts necessary to maintain equipment as specified above.
- b. The Contractor shall be responsible for removal and proper disposal of all oil and filters in accordance with any and all Federal, State and Local laws, regulations, codes, and rules regarding the disposal of hazardous materials.
- c. A weekly inspection of equipment shall be performed by County personnel. This inspection shall serve to check oil, coolant, fuel, batteries, gauges, belts, oil pressure, engine temperature, and any other components of the Plan B equipment. Liquids will be topped off with supplies provided by the Contractor. All major problems shall be promptly reported to the Contractor. The Contractor shall be responsible for taking appropriate corrective measures for all problems reported by County Staff.

**IV. Warranted Equipment**

- a. All new equipment warranty work shall be provided by the original warranty supplier. All warranty responsibility for previously purchased equipment still under warranty shall continue to be provided by the original warranty supplier until expiration of the warranty period. The Contractor shall perform regular quarterly and annual maintenance and inspections for all equipment under warranty as described herein. All trouble calls shall be directed to the warranty supplier, if the trouble call involves a warranty item. Maintenance of the warranty inventory list shall be provided by the Contractor at no additional cost to the County.

**V. Response Time**

- a. Response time for non-emergency repairs shall be within twenty four (24) hours of Contractor notification by the County.
- b. Emergency repairs shall require the Contractor to have a qualified technician onsite within one (1) hour of Contractor notification by the County.
- c. If an emergency repair cannot be completed within four (4) hours of arrival onsite by the Contractor, a portable unit shall be supplied and connected by the Contractor. All temporary, portable units shall be fully operational and of equitable service capability. Temporary, portable units must be placed at the designated location within one (1) hour of the end of the four (4) hour emergency repair time frame. All costs associated with the hook up, disconnect, delivery, pick up, and rental charges of temporary portable units shall be included in the Rental Rates for the temporary, portable unit, and shall be the responsibility of the County based on the Schedule of Rental Rates.
- e. Notifications from the County of required repairs, both non-emergency and emergency, shall be made via telephone call to the Contractor, and followed up with a written notification via email or facsimile.
- f. In the event the Contractor fails to meet the response time requirements for non-emergency and emergency repairs, the County reserves the right to have a second, independent contractor perform the necessary repairs. The cost of the repairs, including parts and labor, shall either be deducted from the Contractor's next payment, or shall be billed to the Contractor for payment.

**VI. Repairs & Replacements**

- a. All repairs shall be approved, in writing, by a County representative before the commencement of any work, with the exception of emergency repairs discovered after regular business hours. Approval of emergency repairs discovered after regular business hours shall be made verbally, onsite by the Building Manager or his/her designee. Verbal approval of an after-hours emergency repair shall be followed-up with an email or facsimile the next business day.

- i. The Contractor shall perform any and all necessary, approved repairs based on the approved hourly rate, plus parts.
  - ii. If the use of a rental, portable unit is necessary during the course of a repair, either minor or major, the Contractor shall provide a unit at costs not exceeding prices in the approved Schedule for Rental Rates.
  - iii. For all repairs, the County shall have the option to solicit additional quotes or to bid out the repair, as determined by the Generator Maintenance Technician.
- b. All replacement/repair parts must be genuine original manufacturer's parts, approved by the original manufacturer for the specific device being repaired/replaced, unless otherwise approved, in writing, by the County. All parts must be new or like-new refurbished parts. Replaced (old) parts shall become the property of the Contractor. Installed new and refurbished replacement/repair parts shall become the property of the County.
- i. The cost of the replacement/repair parts shall be in accordance with the following:
    - (1) Cost shall not exceed current manufacturer's price, regardless of reason for replacement/repair;
    - (2) Cost shall not exceed the cost for replacing the entire unit;
    - (3) Cost shall be the lesser of:
      - A. The Contractor's standard government discounted price;
      - B. The price available to the County on a State Contract, or other piggyback eligible contract;
      - C. The price available to the County under an existing County contract; or
      - D. A special sales price offering.

**3. Common Requirements for Plan A & B Services**

The requirements stated in this section apply to services performed on all generators included under this Contract.

**I. Scheduling**

- a. All annual and quarterly routine maintenance, tests and repairs shall be conducted during normal business hours, Monday through Friday, between 8:00am and 5:00pm. To arrange for an appointment to perform service at a particular facility, the Contractor must contact the Maintenance & Construction Superintendent at the facility with a minimum of forty eight (48) hours advance notice.
- b. The Contractor shall complete all required inspections, maintenance testing and reports within ten (10) consecutive calendar days of scheduled service specified in this Contract.
- c. Annual and quarterly maintenance schedules must be provided to the Generator Maintenance Technician within thirty (30) consecutive calendar days prior to the execution of the Contract.

**II. Inventory of Equipment**

- a. The list of equipment in Attachment F is the County's current inventory of operational generator systems. The Contractor shall maintain the inventory when performing scheduled maintenance of all equipment. Anytime the inventoried equipment changes through additions, deletions, relocations, or transfers of equipment, the Contractor shall modify its records to indicate such action and maintain an accurate equipment inventory. All changes to the inventory shall be communicated in writing to the maintenance staff.
- b. The inventory shall include a minimum of:
  - i. Make, model, and location of each piece of equipment;
  - ii. Any existing manufacturer's warranties on equipment added, if applicable;
  - iii. Notation of any changes since the last monthly report; and
  - iv. Whether the unit is under Plan A or Plan B maintenance.
- c. The Contractor shall not, under any circumstances, remove any equipment containing a St. Johns County property sticker. The Contractor shall request that, when replacing equipment, the property sticker be removed by an appropriate County staff member authorized to adjust equipment inventory records.
- d. The County reserves the right to transfer any piece of equipment from one County location to another, without prior notice to the Contractor.

**III. Additions & Deletions of Equipment**

- a. The County reserves the right to add equipment to, or remove equipment from this Contract. Any addition or removal of equipment shall be authorized with a Contract Amendment signed by both parties.

- b. The County shall attempt to provide advance notice to the Contractor of any newly purchased equipment, or any other equipment to be added to this Contract.
- c. If removing equipment from this Contract, the County shall provide thirty (30) consecutive calendar days prior written notice to the Contractor, and shall confirm removal with a Contract Amendment signed by both parties. Equipment removed from the contract prior to the 15<sup>th</sup> day of the month shall not be billed for that month. Equipment removed from the contract after the 15<sup>th</sup> day of the month shall be billed for the whole month. Any amounts prepaid by the County shall be prorated and refunded to the County in the form of a credit on the following month's invoice.
- d. The Contractor shall provide service on additional and/or new equipment of the same make and model, at the same rate or less as the unit/category price proposed under this Contract.
- e. The Contractor shall provide service on any additional piece of equipment of a different make, model, or manufacturer to the contract at a rate mutually agreed upon by the County and Contractor.

#### **IV. Institutional & Facility Security**

- a. The Contractor shall comply with the County's security guidelines on institutional and facility security policies. Violations of these guidelines may result in termination of the Contract. The Contractor shall be responsible for obtaining a copy of any specific institutional or facility rules from County staff prior to execution of the Contract.
- b. Any and all Contractor staff performing any work at any St. Johns County facility or location under this contract shall be subject to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check, which shall be coordinated by the Generator Maintenance Technician at the expense of St. Johns County. The County reserves the right to order follow-up or additional background/criminal checks on any Contractor staff, at any time during the contract term. It shall be at the County's sole discretion to determine whether or not Contractor staff may perform work under this Contract based on the results of the background/criminal checks. The County is under no obligation to inform the Contractor of the results of the background/criminal checks, or the criteria for disqualification of Contractor staff. Upon notification of award of a Contract, the awarded firm must furnish the following data to the County for any and all Contractor staff who will be performing any work under this Contract: Full Legal Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue.
- c. The Contractor shall be required to submit the above referenced information to the County for any prospective new employees, or any other employees who the Contractor intends to perform work under this Contract, prior to any work being performed at any County location under this Contract.
- d. The Contractor shall not assign any individual to provide services under this Contract who has been barred from any County institution or other County facility.
- e. The Contractor shall not assign any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for the Contractor, but only on services independent from any work performed under this Contract.
- f. The Contractor shall be required to disclose any business or personal relationship any Contractor staff, officer, agent or potential candidate for employment may have with any individual currently incarcerated or under the supervision of St. Johns County.
- g. The Contractor shall immediately report to the County any new arrest, criminal charges, or convictions of a current employee assigned to this contract.
- h. The County reserves the right to request alternate service technicians to perform services under this contract at any time, for any reason. The Contractor shall be responsible for having backup technicians, who have passed the required background checks stated above to perform the necessary work upon request from the County.

#### **V. Records & Documentation**

The Contractor shall maintain and update generator systems maintenance records for all equipment serviced under this Contract. Such documentation shall include, but is not limited to, records of all service calls, preventative maintenance performed, and any system modifications if applicable. The Contractor shall maintain a service log at the site of each piece of equipment maintained under this Contract.



## **VI. Reporting Requirements**

- a. The Contractor shall compose and submit a summary report of all services performed under this Contract at the end of each quarter throughout the duration of the Contract term. The report shall be broken down by date of service, equipment, and institution, and shall provide an itemized list of all services provided for each piece of equipment. The report shall be supplied to the County and a copy to the maintenance staff of each respective County facility, no later than ten (10) consecutive calendar days following the end of each quarter. Contents and format of the report shall be subject to change upon written notice from the County.
- b. The Contractor shall compose and submit a summary report of all services performed annually under this Contract throughout the duration of the Contract term. The report shall be broken down by date of service, equipment, and institution, and shall provide an itemized list of all service provided for each piece of equipment. The report shall be supplied to the County and a copy to the maintenance staff of each respective County facility, no later than ten (10) consecutive calendar days following the end of every fourth (4<sup>th</sup>) quarter. The report shall also summarize the quarterly reports and state results of annual maintenance, repairs, and replacements that were made. Contents and format of the report shall be subject to change upon written notice from the County.

## **VII. Payment**

The Contractor shall invoice the County according to the schedule that is developed upon award of a Contract.

### **C. Minimum Qualifications**

Respondents must be currently licensed to do business in the State of Florida, must have a minimum of ten (10) years experience in generator maintenance, service and repair, must be a Manufacturer's Authorized repair facility for one or more of the manufacturers listed herein, must be authorized to perform warranty repairs, must have certified Electrical Generator Systems Technicians, or factory trained technicians w/ specific certification in standby generator sets and automatic transfer switches by any of the manufacturers listed herein, and the awarded vendor must obtain, and show proof of a Local Business Tax Receipt upon award of a Contract. Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "B" – Licenses/Permits.

### **D. Sub-Contractors**

The Contractor is prohibited from utilizing any sub-contractors for any portion of the work required under this Contract.

### **E. Contractor Equipment**

The Contractor is required to provide any and all equipment necessary to perform the services stated herein, which are required by the Contract Agreement.

## **PART IV: CONTRACT REQUIREMENTS**

### **A. Insurance Requirements**

#### **Standard Contract for Service: Contract Value of \$500,000 or less with no unusual hazards**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

**Standard Contract for Service: Contract Value of \$500,000 or more with unusual or high hazards**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.

A brief description of operations referencing the Bid/RFP Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

- d) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- e) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- f) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- g) **Umbrella or Excess Liability:** The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

**B. Licenses, Permits & Fees**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the

lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

**C. Contract Agreement & Term**

The Contract Agreement for Countywide Generator Maintenance and Services shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of one (1) year, with the opportunity to extend the contract for up to four (4) one-year extension periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the SJC Building Operations Manager and Purchasing Department Director. The County is under no obligation under this contract to exercise any of the available extensions.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Proposer. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Proposer.

**D. Governing Laws & Regulations**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**E. Termination**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Concessionaire of intention to do so.

**PART V: REQUEST FOR PROPOSALS SUBMITTAL**

**A. Confidentiality**

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law. Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing vendors at any point in time.

After a contract is awarded in whole or in part, this RFP and all responses are considered public information, except for material that qualifies as proprietary information or trade secrets under Federal, State and Local law. To properly designate material as trade secrets or proprietary information, the Respondent must invoke the protections of this provision prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

No responsibility is to be attached to the Purchasing Director or purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

**B. Respondent Responsibilities**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**C. RFP Package Submittal Format**

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Letter of Introduction
2	Previous Experience / Past Performance in St. Johns County
	a. Attachment C – Previous Experience / Past Performance in St. Johns County
3	Qualifications
	a. Attachment B – Licenses & Permits
4	Availability of Units
	a. Attachment D – Available Units
5	Annual Plan Pricing
	a. Attachment F – Pricing Proposal
6	References
	a. Attachment E - References
7	Other Required Forms
	a. Attachment A – Affidavit
	b. Any Issued Addenda

**C. RFP Package Components**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original, and seven (7) copies on 8 ½" x 11" pages, numbered, with headings typewritten with no smaller than 10 size font, and sections and sub-sections identified appropriately.

**Section 1: Letter of Introduction** – Respondents shall provide a one or two page letter of introduction. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services;
- The Respondent's Company type (sole proprietorship, partnership, corporation, joint venture, etc), Company name and business address – must include location address of office that will administer this Contract;
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package;
- FEIN, SSN (in the case of sole proprietorship or partnership), Principals, Corporate Information
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

**Section 2: Previous Experience / Past Performance in St. Johns County** – Respondents shall submit information from all generator system maintenance and services performed in St. Johns County within the last ten (10) years. The information required for each project shall include: owner of equipment (entity/agency), number of units, total dollar amount of contract, and dates services were performed. Contact information shall be for a representative of the agency and shall include name, title, phone number, and email address. This information shall be submitted on Attachment “C” – Previous Experience & Past Performance in St. Johns County provided herein.

**Section 3: Qualifications** – Respondents shall submit sufficient documentation to fully demonstrate the necessary qualifications to perform the services required under this contract. Under this section, Respondents shall submit any and all current and valid licenses and/or certifications held by the Respondent’s firm or key personnel that are relevant to the scope of work to be performed under this contract. This information shall be submitted on Attachment “B” – Licenses and/or Certifications provided herein. Copies of current and valid licenses and/or certificates must be attached as backup.

Respondent(s) shall demonstrate qualifications by submitting information as follows:

- Resources
  - In-House Staff Assigned to St. Johns County
    - Education/Experience of Key Personnel
    - Manpower & Organization of Company
  - Company Owned Equipment
- Any and all regulatory or license agency sanctions
- Conflict of Interest Statement (if applicable)

**Section 4: Availability of Units** – Respondents must submit a list of any and all available units that could be dedicated to the County in the event of a disaster or emergency along with the rental fee associated with each unit. This information shall be submitted on Attachment “D” – Available Units provided herein.

**Section 5: Annual Plan Pricing** – Respondents must submit annual costs for both Plan A and Plan B for each piece of equipment included, on the form provided herein. Points shall be awarded based on the total annual price for the plans designated by the County for the equipment. Additional pricing information such as mark-up on parts and hourly rates under Plan B, and potential discounts for payment options shall be submitted on this form as well. This information shall be submitted and labeled as Attachment “F” – Pricing Proposal.

**Section 6: References** – Respondents must submit a list of a minimum of five (5) references for which the respondent has performed generator system maintenance & services within the past five (5) years. Respondents must provide the following information for each reference: agency name, location, contact name, address, phone number and fax number, and dates of service. This information shall be submitted on Attachment “E” – References provided herein.

**Section 7: Other Required Forms** – Respondents shall submit the following: Attachment “A” – Affidavit, and copies of any issued addenda in this section of the RFP Package along with any other miscellaneous back up documentation the Respondent feels is required to support the information provided in previous sections of the RFP Package.



**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICE**  
**EXHIBIT "A" – SITE VISIT SCHEDULE**

<b>Group 1 Site Visit – Monday, May 20, 2013 9:00am – 4:00pm</b>			
SJSO Admin	4015 Lewis Speedway	SJC Admin	500 San Sebastian View
Detention Annex	4025 Lewis Speedway	SJC Courthouse	4010 Lewis Speedway
Outback Unit	3955 Lewis Speedway	Courthouse Admin	4020 Lewis Speedway
Jail	3955 Lewis Speedway	Central Receiving	4010 B Lewis Speedway
Evidence	4015 Lewis Speedway	Tax Collector	4030 Lewis Speedway
Law Enforcement	4075 Lewis Speedway	Medical Examiner	4501 Avenue A
Radio Shack	4425-B Avenue A	Aviation	455 Hawkeye View Lane
Comm Center	4455 Avenue A	SJC Road & Bridge	1625 State Road 16
Fire Rescue Admin	3657 Gaines Road	SR 16 WWTP	3000 Industry Center Road
SJC EOC	100 EOC Drive	SR 16 Reuse Booster	3000 Industry Center Road
Ag Center	3125 Agricultural Dr	LS Portable	2100 Arc Drive
Wind Mitigation Ctr	3125 Agricultural Dr	LS Portable	2100 Arc Drive
<b>Group 2 Site Visit – Tuesday, May 21, 2013 9:00am – 4:00pm</b>			
Coquina Crossing	4560 Coquina Crossing	CR 214 WTP 1 & 2	2160 Water Plant Road
AI WWTP 1	860 W 16 <sup>th</sup> Street	CR 214 WTP portable	2160 Water Plant Road
AI WWTP 2	860 W 16 <sup>th</sup> Street	CR 214 TR Wells #45-49	2160 Water Plant Road
Watson Road	5125 Crescent Tech Ct	Water Plant Road	Water Plant Road
Faver Dykes	9355 US 1 S	Equestrian Center	8200 Smith Road
Armstrong	6245 State Road 207	Tillman Ridge	3005 Allen Nease Road
Fairgrounds	5840 State Road 207	Tillman Ridge Mobile Unit	3005 Allen Nease Road
Station #8	7985 Morrison Blvd	SR 207 WWTP	4428 Golf Ridge Drive
SE Annex	6685 US 1 South	Riverside Master Lift Station	225 Riverside Blvd
Hastings Comm Ctr	6195 S Main Street		
<b>Group 3 Site Visit – Wednesday, May 22, 2013 9:00am – 4:00pm</b>			
Marsh Landing WWTP	166 Marsh Cove Dr	Station #2	1120 Sheffield Road
Marsh Landing WTP	25570 Marsh Ldg Pkwy	Station #3	6010 SR 13 N
Player's Club WWTP	5250 Palm Valley Rd	Station #4 Pull Behind	3400 CR 208
Sawgrass WWTP	10042 Sawgrass Dr	Station #16	235 Murabella Pkwy
Innlet Beach WWTP	605 Palmera Drive	Station #17	10001 Cartwheel Bay Ave
Innlet Beach WTP	601 Palmera Drive	Sampson	10005 Cartwheel Bay Ave
Plantation WTP	105 Tabby Lane	Ponte Vedra	5430 Palm Valley Rd
Plantation Well Site #5	105 Tabby Lane	Station #15	290 Pine Island Road
Bartram Oaks WTP	412 Treaty Oak Lane	Stratton Rd Transfer Station	250 N Stratton Road
NW Master Lift Station	3390 IGP	Onion Patch	1762 Borrow Pit Rd
Six Mile 1 Lift Station	137 Registry Blvd	12 Mile	235 N Stratton Rd
NW Annex	725 Flora Branch Blvd	Northwest WTP	3390 IGP
Pacetti Bay Mid School	245 Meadowlark Lane	NE WTP	326 Van Gogh Cir
Station #1	130 Canal Blvd		
Bakersville	5885 CR 208		
<b>Group 4 Site Visit – Thursday, May 23, 2013 9:00am – 1:00pm</b>			
Old Moultrie	1555 Old Moultrie Rd	Fox Creek Stormwater	1686 Brian Way
Station #14	1255 W King Street	SAS Master Lift Station	493 Domenico Circle
Station #5	200 St. Aug South Dr	Shore Dr Master Lift Station	208 Shore Drive

**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ATTACHMENT "A"**  
**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No. 13-49, Countywide Generator Maintenance & Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**



**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ATTACHMENT "B"**  
**LICENSES & CERTIFICATES**

In the space below, each Firm shall list all current and valid licenses and/or certifications held.

*The Firm shall attach a copy of each current and valid license and/or certificate listed below to this form as instructed.*

License Name	License #	Issuing Agency	Expiration Date

**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ATTACHMENT "C" (pg 1 of 2)**  
**PREVIOUS EXPERIENCE / PAST PERFORMANCE IN ST. JOHNS COUNTY**

**1. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**2. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**3. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**4. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**5. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ATTACHMENT "C" (pg 2 of 2)**  
**PREVIOUS EXPERIENCE / PAST PERFORMANCE IN ST. JOHNS COUNTY**

**6. Entity/Agency:** \_\_\_\_\_  
Number of Units/Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**7. Entity/Agency:** \_\_\_\_\_

Number of Units/Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**8. Entity/Agency:** \_\_\_\_\_

Number of Units/Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**9. Entity/Agency:** \_\_\_\_\_

Number of Units/Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**10. Entity/Agency:** \_\_\_\_\_

Number of Units/Description of Services: \_\_\_\_\_

\_\_\_\_\_

Contact Name, Title, Contact Info: \_\_\_\_\_

\_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Dates of Service: \_\_\_\_\_



**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

**ATTACHMENT "E"**  
**REFERENCES**

Vendors shall insert the required information below, as stated in the RFP Documents.

**1. Description of Services:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Service Dates of Contract: \_\_\_\_\_

**2. Description of Services:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Service Dates of Contract: \_\_\_\_\_

**3. Description of Services:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Service Dates of Contract: \_\_\_\_\_

**4. Description of Services:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Service Dates of Contract: \_\_\_\_\_

**5. Description of Services:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Name, Title Contact Info: \_\_\_\_\_

Dollar Value of Contract: \_\_\_\_\_

Service Dates of Contract: \_\_\_\_\_

**ATTACHMENT "F" – ANNUAL PLAN PRICING**

Facility	Address	Tank Size	Generator Size	Model#	Serial #	Plan Type (A/B)	Annual Price Plan A	Annual Price Plan B
SJSO Administration	4015 Lewis Speedway	1600 diesel	Cummins 300 kw	300 DFCB-5738230	1050839947	A		
SJSO Detention Annex	4025 Lewis Speedway	500 diesel	Cummin 67kw	Dgdb-5739829	1050828546	A		
Outback Unit	3955 Lewis Speedway	3400 diesel (2011)	Caterpillar 600 kw	LC7	G7A03557	A		
Jail	3955 Lewis Speedway	2000 diesel	Caterpillar 500 kw	SR4	4R100699	A		
Evidence Law Enforcement	4015 Lewis Speedway	500 diesel	Caterpillar 225 kw	SR4	5EA0435	A		
	4075 Lewis Speedway	250 diesel	Generac 45 kw		64238	A		
Aviation	455 Hawkeye View Lane	250 diesel	Onan 150 kw	150.DOVE	J860847589	A		
Ag Center (SJSO)	3125 Agricultural Drive	250 propane	Generac 25 kw	50401	4038595	A		
Radio Shack	4425-B Avenue A	500 diesel	Multiquip 20 kw	DCA255SIU	3762760	A		
SJSO Comm Ctr	4455 Avenue A	2000	Caterpillar 500 kw	SR4	5NA10411	A		
Anastasia Island WWTP 1	860 W. 16th Street	4000 diesel	Cummins 750 kw	DQFAA-7514907	L080224892	B		
Anastasia Island WWTP 2	860 W. 16th Street	2000 diesel	Caterpillar 750 kw	3508	23Z00849	B		
SR 16 WWTP	3000 Industry Center Dr	1500 diesel	Caterpillar 500 kw	3412	FNA 09951	B		
SR 207 WWTP	4428 Golf Ridge Drive	1500 diesel	Caterpillar 300 kw	3406		B		
Marsh Landing WWTP	166 Marsh Cove Drive	2000 diesel	Caterpillar 300 kw	3406	4PM0027	B		
Players Club WWTP	5250 Palm Valley Road	2000 diesel	Caterpillar 175 kw	3208T	30A02212	B		
Sawgrass WWTP	10042 Sawgrass Drive	10000 diesel	Caterpillar 750 kw	3412	2WJ02097	B		

Facility	Address	Tanksize	Generator Size	Model#	Serial #	Plan Type (A/B)	Annual Price Plan A	Annual Price Plan B
Inlet Beach WWTP	605 Palmera Drive	2000 diesel	Generac 200 kw		6616260200	B		
SR 16 Reuse Booster	3000 Industry Center Road	600 diesel	Cummins 125 kw	DSGAB6308531	6100178640	B		
CR 214 WTP 1	2160 Water Plant Rd	1500 diesel	Caterpillar 800 kw	SR4	SUAO1431	B		
CR 214 WTP 2	2160 Water Plant Rd	8000 diesel	Caterpillar 1500 kw	3512		B		
CR 214 WTP portable	2160 Water Plant Rd	240 diesel	Caterpillar 125 kw	D125-6	CAT00C66L SDA00227	B		
214 Water well TR#45	2160 Water Plant Rd	240 diesel	Caterpillar 125 kw	SR4	SUAO1431	B		
214 Water well TR#46	2160 Water Plant Rd	240 diesel	Caterpillar 125 kw	D125-6	CAT00C66A SDA00274	B		
214 Water well TR#47	2160 Water Plant Rd	240 diesel	Caterpillar 125 kw	D125-6	CAT00C66H SDA00245	B		
214 Water well TR#48	2160 Water Plant Rd	240 diesel	Caterpillar 125 kw	D125-6	CAT00C66K SDA 00222	B		
214 Water well TR#49	2160 Water Plant Rd	1500 diesel	Caterpillar 500 kw	SR-4		B		
NE WTP	326 Van Gogh Circle	4000 diesel	Caterpillar 500 kw	3412		B		
NW WTP	3390 International Golf Parkway	6000 diesel	Caterpillar 1000 kw	C32	5NA09951	B		
Inlet Beach WTP	601 Palmera Drive	2000 diesel	Caterpillar 350 kw	3406	4RG01521	B		
Marsh Landing WTP	25570 Marsh Landing Pkwy	2000 diesel	Caterpillar 300 kw	3408	67403696	B		
Plantation WTP	105 Tabby Lane	1000 diesel	Caterpillar 500 kw	3412	136-6634	B		
Bartram Oaks WTP	412 Treaty Oak Lane	150 diesel	Kohler 60 Kw		331057	B		
Plantation Well site #5	105 Tabby Lane	150 diesel	Olympian 75 kw	D75P3	F6130A-001	B		
Shore Dr Master LS	208 Shore Dr	1500 diesel	Caterpillar 250 kw	C9		B		
NW Master LS	3390 International Golf Parkway	1100 diesel	Cummins 350 kw	NTA-855-G2	NTA855G	B		

Facility	Address	Tank size	Generator Size	Model#	Serial#	Plan Type (A/B)	Annual Price Plan A	Annual Price Plan B
Six Mile I LS	137 Registry Blvd	500 diesel	Generac 100 kw	99A 04694S	S99A04694-S	B		
Coquina Crossing LSI	4560 Coquina Crossing Dr	500 diesel	Olympian 100kw	D100P1		B		
SAS Master LS	493 Domenico Cir	500 diesel	Olympian 75 kw	D75P3		B		
Riverside Master LS	225 Riverside Blvd	500 diesel	Olympian 125 kw	D125 P1		B		
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 100kw	3116 DT	INJ00965	B		
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 200kw	200P3	OLY00000 ENNS02312	B		
Fox Creek Stormwater	1686 Brian Way	3000	Caterpillar 350 kw	LCS	G6B16676	W		
Courthouse	4010 Lewis Speedway	2000	Caterpillar 720 kw	3412	4BZ01480	B		
SJC New Administration	500 San Sebastian View	8670	Cummins 2.18 mw	QSKTA60-GE	D593008GX03	B		
NW Annex	725 Flora Branch	1000	Caterpillar 250 kw	3306	2AJ00842	B		
SE Annex	6685 US I South	800	Cummins 150 kw	DSGAC-5937545	J070121823	B		
Administration	4020 Lewis Speedway	2100	Cummins 400 kw	DFCE-5738229	H050820872	B		
Permit Center	4040 Lewis Speedway	2000	Caterpillar 800 kw	3412	TFT0077	B		
Tax Collectors Central Receiving	4030 Lewis Speedway	1000	Caterpillar 400 kw	3406	KPS00712	B		
Pacetti Bay Middle School	4010 B Lewis speedway		Generac 20Kw	00591-6	3091097	B		
SJC EOC	245 Meadow Lark Lane	1038	Caterpillar 500 kw	C18	EST00211	B		
AG Center	100 EOC Drive	4000	Kohler 500 kw	500REOZVB	2237300	B		
Wind Mitigation	3125 Agricultural Drive	1165	Olympian 200 kw	D200P4	ENNS01015	B		
	3125 Agricultural Drive		Olympian 75kw	D75P15	0LY00000ENP501813	B		



Facility	Address	Tank size	Generator Size	Model#	Serial #	Plan Type (A/B)	Annual Price Plan A	Annual Price Plan B
Hastings Comm Center	6195 S Main Street	300	Generac 100 kw			B		
Medical Examiners	4501 Avenue A	750	Olympian 125 kw	D125P2	TNPS01975	A		
SJC Fire Serv. Admin.	3657 Gaines Road	2000	Kohler 650 kw	650REOZDC	2162390	A		
Station 1	130 Canal Blvd	250 Gal	Olympian 80KW/208-120	G8OF3	OLY00000KNGD0145 2	A		
Station 2	1120 Sheffield Road	750 Gal	Generac 15KW/240/120	0041881	3533227	A		
Station 3	6010 SR 13 N	330 Gal	Generac 15KW/240/120	0041881	3533231	A		
Station 4 pull behind	3400 CR 208	est. 30 gallons	Generac 25kw	04058	3118986	A		
Station 5	200 St Aug South Drive	600 Gal	Generac 240/120 Volts	052430	4497056	A		
Station 8	7985 Morrison Blvd.	500 Gal	Generac 80KW/208-120	QT08054GVSN	4376717	A		
Station 14	1255 W. King Street.	750 Gal	Olympian 125KW/208/120	93A04597S	2010344	A		
Station 15	290 Pine Island Road.	NA	Cummins 67KW/480/277	GGHH-6389632	A110181186	A		
Station 16	235 Murabella Parkway	NA	Olympian 208/120 Volts	OLY00000ANGG00123	20231030WDG646	A		
Station 17 Stratton Rd Transfer Station	10001 Cartwheel Bay Ave.	250 Gal	Olympian 240/120 Volts	G75F3S	OLY00000HNFC02337	N/A		
Tillman Ridge	250 N Stratton Rd	250 gal	Caterpillar 46.6kw	D50-S	M2A02217	A		
Tillman Unit Mobile	3005 Allen Nease Road		Caterpillar 80kw	D125-6	CAT00C66JNGD01602	A		
Fairgrounds	3005 Allen Nease Road		Onan 50kw	40DGBC	C960600092	A		
AG CENTER	5840 S R 207	1000	Caterpillar 200 kw	3306	46BH8502	B		
ONION PATCH	3057 Agricultural Center Dr		130KW	G130LG2	GXCO1701	B (W)		
	1762 Borrow Pit Road		80KW	G80LG2	GXCO1691	B (W)		





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

May 10, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP No: 13-49; Countywide Generator Maintenance & Service

This Addendum #1 is issued to further vendors' information and is hereby incorporated into the RFP Documents. Each respondent must ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addendum with the submitted RFP Package (1 original + 7 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted proposal.

Questions/Responses:

- 1. For the Site Visits starting on May 20th, are vendors supposed to meet at the first site at 9:00am and proceed from there? Is there a caravan, or do vendors go to each site independently?

Answer: No, vendors are not required to visit the sites according to the listing for each day. The schedule is strictly for the purpose of notifying vendors which sites are available each day. Vendors may go to the sites listed in any order they choose, as long as it's within the time frame for that day's site visits. There will be no caravan.

THE RFP PACKAGE DUE DATE REMAINS: Thursday, June 13, 2013 at 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #2

May 17, 2013

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 13-49; Countywide Generator Maintenance & Service

This Addendum #2 is issued to further vendors' information and is hereby incorporated into the RFP Documents. Each respondent must ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addendum with the submitted RFP Package (1 original + 7 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted proposal.

### Changes/Clarifications:

- The Site Visit Schedule has been revised (please see attached). The dates of the site visits remain the same. In order to better facilitate the site visits, especially for generator locations that may not have staff present at all times, contact information for responsible County Staff has been added below, so that vendors may notify them of their arrival time.**

Responsible County Staff	Phone Numbers	Generator Locations
Matt Falcey	O:(904) 209-3126	1, 2, 5, 6, 8, 11, 12, 13, 14, 22, 25
Jeff Havener / Wayne Pacetti	O: (904) 827-6884 / C: (904) 669-8239 O: (904) 209-0650 / C: (904) 669-7982	3, 4, 7, 9, 10, 15, 23, 28, 31, 32, 40, 41, 42, 43, 57, 60, 66, 67, 70, 71, 74
Rodney Marcum	O: (904) 209-1703	16, 29, 59, 61, 62, 63, 64, 65, 68, 75, 76
Ivan Burrell	O: (904) 209-0246	17, 77
Mark Mashburn	O: (904) 471-1258	18, 19
Troy Hersey	O: (904) 209-2749 x 4201	20, 34, 45, 78, 79
David Ciardiello	O: (904) 209-2749 x 4200	21, 55, 56
Dee Boone	O: (904) 209-0430 x 4771	24, 26
Linda Stoughton	O: (904) 824-5550	27, 30, 58
Bill Wingo	O: (904) 824-3217	33
Bob Howell	O: (904) 827-6980 x 4825	35, 36, 69
Allen Klipstine	O: (904) 209-2748	37, 38, 39
Randy Harris	O: (904) 209-2665	44
Lydia Boulos	O: (904) 285-1920	46, 49
Jerry Wright	O: (904) 669-9868	47, 50, 51
Olin Nicholson	O: (904) 273-1207	48
Harold Peeples	O: (904) 209-2700	52, 53
Dan Nowaczyk	O: (904) 209-2745	54, 72, 73

**THE RFP PACKAGE DUE DATE REMAINS: Thursday, June 13, 2013 at 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

**Jaime T. Locklear, CPPB**  
Contract Coordinator  
Purchasing Department

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

**ST. JOHNS COUNTY, FL**  
**RFP NO: 13-49; COUNTYWIDE GENERATOR MAINTENANCE & SERVICE**  
**EXHIBIT "A" – SITE VISIT SCHEDULE – Rev 1 051613**

<b>Group 1 Site Visit – Monday, May 20, 2013 9:00am – 2:00pm</b>			
1. SJSO Jail	3955 Lewis Speedway	15. SJC Administration	500 San Sebastian Vw
2. SJSO Outback Unit	3955 Lewis Speedway	16. SJC Fire Rescue Admin	3657 Gaines Road
3. SJC Courthouse	4010 Lewis Speedway	17. SJC Road & Bridge	1625 State Road 16
4. SJC Central Receiving	4010B Lewis Speedway	18. SR 16 WWTP	3000 Industry Ctr Rd
5. SJSO Administration	4015 Lewis Speedway	19. SR 16 Reuse Booster	3000 Industry Ctr Rd
6. SJSO Evidence	4015 Lewis Speedway	20. LS Portable – 1	2100 Arc Drive
7. SJC Courthouse Admin	4020 Lewis Speedway	21. LS Portable – 2	2100 Arc Drive
8. SJSO Detention Annex	4025 Lewis Speedway	22. SJSO Aviation	455 Hawkeye View Ln
9. SJC Tax Collector	4030 Lewis Speedway	23. SJC Ag Center (Tower)	3057 Agricultural Dr
10. SJC Permit Center	4040 Lewis Speedway	24. SJC Ag Center	3125 Agricultural Dr
11. SJSO Law Enforce	4075 Lewis Speedway	25. SJSO Ag Ctr	3125 Agricultural Dr
12. SJSO Radio Shack	4425-B Avenue A	26. SJC Wind Mitigation Ctr	3125 Agricultural Dr
13. SJSO Comm Ctr	4455 Avenue A	27. SJC Emergency Ops Ctr	100 EOC Drive
14. SJC Medical Exam	4501 Avenue A		
<b>Group 2 Site Visit – Tuesday, May 21, 2013 9:00am – 2:00pm</b>			
28. Equestrian Center	8200 Smith Rd	37. CR 214 WTP 1 & 2	2160 Water Plant Rd
29. Station #8	7985 Morrison Rd	38. CR 214 WTP portable	2160 Water Plant Rd
30. Hastings Comm Ctr	6195 S Main Street	39. CR 214 TR Wells #45-49	2160 Water Plant Rd
31. Armstrong	6245 State Road 207	40. Water Plant Road	Water Plant Rd
32. Fairgrounds	5840 State Road 207	41. Faver Dykes	9355 US 1 S
33. SR 207 WWTP	4428 Golf Ridge Dr	42. SE Annex	6685 US 1 South
34. Coquina Crossing LS	4560 Coquina Crossing Dr	43. Watson Road	5125 Crescent Tech Ct
35. Tillman Ridge	3005 Allen Nease Rd	44. AI WWTP 1 & 2	860 W 16 <sup>th</sup> Street
36. Tillman Ridge Mobile Unit	3005 Allen Nease Rd	45. Riverside Master Lift Station	225 Riverside Blvd
<b>Group 3 Site Visit – Wednesday, May 22, 2013 9:00am – 4:00pm</b>			
46. Marsh Landing WWTP	166 Marsh Cove Dr	60. Bakersville	5885 CR 208
47. Marsh Landing WTP	25570 Marsh Ldg Pkwy	61. Station #2	1120 Sheffield Road
48. Players Club WWTP	5250 Palm Valley Rd	62. Station #3	6010 SR 13 N
49. Sawgrass WWTP	10042 Sawgrass Dr	63. Station #4 Pull Behind	3400 CR 208
50. Innlet Beach WWTP	605 Palmera Drive	64. Station #16	235 Murabella Pkwy
51. Innlet Beach WTP	601 Palmera Drive	65. Station #17	10001 Cartwheel Bay Ave
52. Plantation WTP	105 Tabby Lane	66. Sampson	10005 Cartwheel Bay Ave
53. Plantation Well Site #5	105 Tabby Lane	67. Ponte Vedra	5430 Palm Valley Rd
54. Bartram Oaks WTP	412 Treaty Oak Lane	68. Station #15	290 Pine Island Road
55. NW Master Lift Station	3390 International Golf Parkway	69. Stratton Rd Transfer Station	250 N Stratton Road
56. Six Mile I Lift Station	137 Registry Blvd	70. Onion Patch	1762 Borrow Pit Rd
57. NW Annex	725 Flora Branch Blvd	71. 12 Mile	235 N Stratton Rd
58. Pacetti Bay Middle School	245 Meadowlark Lane	72. Northwest WTP	3390 International Golf Parkway
59. Station #1	130 Canal Blvd	73. NE WTP	326 Van Gogh Cir
<b>Group 4 Site Visit – Thursday, May 23, 2013 9:00am – 12:00pm</b>			
74. Old Moultrie	1555 Old Moultrie Rd	77. Fox Creek Stormwater	1686 Brian Way
75. Station #14	1255 W King Street	78. SAS Master Lift Station	493 Domenico Circle
76. Station #5	200 St. Aug South Dr	79. Shore Dr Master Lift Station	208 Shore Drive

END OF ADDENDUM #2



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #3

June 3, 2013

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No: 13-49; Countywide Generator Maintenance & Service

This Addendum #3 is issued to further vendors' information and is hereby incorporated into the RFP Documents. Each respondent must ascertain before submitting a proposal that he/she has received all Addenda. Please return a signed copy of this Addendum with the submitted RFP Package (1 original + 7 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted proposal.

#### *Questions/Answers:*

1. Pg. 4-5, F: Evaluation Criteria Part B "Past Performance for St. Johns County" seems to carry a lot of weight (25 points of 95). This would seem to prevent or hinder other qualified companies from possibly getting an award. While a good history can be beneficial, giving 25 points to a previous contract holder and little or none to a non-previous contract holder may certainly determine the outcome of this bid. Please consider adjusting the points for this to create a more level playing field and encourage more competitive bids.

**Answer:** The Evaluation Criteria category: "Past Performance/Previous Experience for St. Johns County shall be changed as follows: Firms that demonstrate the minimum qualification requirement of ten (10) years in generator maintenance, service and repair industry (see p. 18 of RFP Document) shall receive ten (10) points under this category. Firms may be eligible for up to five (5) additional points for satisfactory performance for St. Johns County Board of County Commissioners or any of the Constitutional Officers within the past five (5) years.

2. Page 4-5, F: "The evaluation criteria"; the points do not total 100, only 95. Could be an error or how your County does it, just wanted to point it out.

**Answer:** The maximum amount of points that may be awarded in the evaluation is ninety five (95). This is not an error.

3. Pg. 5, Part 3, B, 2<sup>nd</sup> Paragraph: Please clarify at what point you will choose Plan A or Plan B. Will this be at the start of the contract, or will you change back and forth at any point during the life of the contract?

**Answer:** All units included under this contract have been identified as to which plans they will be serviced under in the RFQ Document (see Attachment "F"). These selections shall be used to determine the Total Package Price, which shall be the basis of award of points in the evaluation of pricing. The County does not anticipate changing the plan selection for any units. However, should it be in the best interest of the County to do so, the County reserves the right to change plan selections for any unit at any time, at its discretion.

4. Pg. 6, 1, Plan A: You may want to reconsider this all inclusive plan. While at face value this idea can reduce work load for accounting, gives you a good budgetary number, and above all else places almost all liability on the awarded contractor: the latter is where the problems lie. With such a diverse amount of equipment, you are asking bidders to take a huge gamble (or educated guess because we are professionals). We have no earthly idea what can happen, only assume what can happen. You have pointed out a couple of instances where you could cover repair costs (pg. 10, #6), but those really are minimal when comparing the overall unit conditions and their environment. While you can see what bid prices you receive for this request, ultimately a low bidder may end up having to cut

corners at some point if they end up in the red and a high bid may mean you're paying too much. At the end of it all, it's your equipment, if it breaks, it has to be fixed and you pay for it either way. Not putting bidders in a position to make such gross assumptions with an all inclusive option will ultimately provide you the best service and value.

**Answer: Respondents shall submit pricing for Plan A and Plan B on all equipment as requested in the RFP Document. The units that have been identified as being serviced under Plan A, shall remain.**

5. Pg. 11-15, in multiple places for Plan B it is stated to replace as necessary. Since this plan is not all inclusive, these items will be quoted separately for replacement as needed and replaced as approved correct?

**Answer: Yes, any repairs or replacement of parts for units under Plan B shall be priced and approved by the County prior to performance of service.**

6. Plans A and B state under the annuals for the ignition systems to replace plugs, points, condensers, and rotors. This request is above and beyond what the engine manufacturers recommend. Understanding you want to ensure reliability, this request is essentially a waste of money as these components have years of life built into them and generally never need to be replaced due to the low hours of usage as compared to a motor vehicle. To that, the spark plugs themselves typically last 5 plus years as natural gas and propane burn much cleaner than gasoline and your generator are not gasoline fueled. Please consider adjusting this request.

**Answer: This requirement has been changed to replace the components only if necessary due to defect, or malfunction, but the components must be replaced at a minimum of once every other year.**

7. For the annuals you are requesting to perform the same tasks as the quarterlies in addition to the annual requirements. The annuals however will receive a load bank for 4 hours. To add the quarterly requirement of running the generator under a building load for 1 hour is essentially the same thing but less beneficial and a waste of fuel. Please consider a transfer test and load banking only for the annuals and not additionally running the 1 hour building load test.

**Answer: The requirement for the annual inspection has been changed to include the four (4) hour load bank test only. The one (1) hour under full connected load test shall be performed on the quarterly inspections only.**

8. Plans A and B have a response time requirement. At the risk of breach of contract, and paying for another company to handle a request you may initiate; meeting a 1 hour response time 100% of the time is not guarantee. There are a lot of factors that can prevent this such as; during the day – technicians have scheduled work, and they have to clean up their current work site and leave; at night the technicians respond from their homes, and the techs could live on the other side of the County from a site that is in need; lastly during a disaster situation, road conditions and other factors may hinder this response. It would be negligent for any bidder to have you believe this can be done 100% of the time. Please consider modifying this request.

**Answer: The one (1) hour response requirement is for emergency services only, is not anticipated to occur on a regular basis, and shall remain. The response requirement for day-to-day services is twenty four (24) hours, and is well within reason for non-emergency services or repairs.**

9. Plans A and B have a rental onsite time requirement. Echoing the points in my above question 8, having a unit onsite within 1 hour may not be possible 100% of the time.

**Answer: The requirement for a temporary replacement unit is for the Contractor to have the unit onsite within one (1) hour of the end of the four (4) hour repair time requirement. This requirement should be realistic as it is the responsibility of the Contractor to determine if a unit is reparable as quickly as possible so that a temporary replacement unit may be placed immediately upon determining the need. This requirement shall remain.**

10. Mention is made in a few places to a county employed generator maintenance technician (page 16 iii, and 3, I, C for example). What role does this employee play? Do they perform repairs for you? Do they cover every generator for every department?



**Answer: The County Generator Maintenance Technician (GMT) shall be responsible for coordinating all services provided by the Contractor under this contract, determining if additional pricing should be solicited for repairs or replacement of parts under Plan B, and to perform the regular checks of the units to verify inspections and maintenance services performed by the Contractor. The GMT will not be responsible for performing any repairs to any units covered under this contract.**

11. Pg. 16, 6. B. i: It is stated that repair parts cost shall not exceed manufacturer's price. Since the parts are sold to us direct from the manufacturer we are paying the list price. Charging a markup to you allows us to recoup the costs associated with having our parts department research, locate, quote, procure, ship, and much more as it is your generator that needs the parts. You're essentially asking us to put in a portion of work associated with fixing your generator for free since parts are bought at list price. Please consider allowing a parts mark up on these parts as well.

**Answer: The County strikes the following statement, "Cost shall not exceed current manufacturer's price, regardless of reason for replacement/repair". On Attachment "F", Respondents shall submit the proposed percentage markup for parts under Plan B.**

12. Pg. 17, 3. C: This paragraph is mentioning monthly billing, however, I have not seen anything else to clarify what is to be billed monthly. Please clarify.

**Answer: The purpose of this statement is to allow for invoices to be prorated based on the date that a unit is removed from the contract. The County may select annual and/or quarterly pre-payments for services performed under this contract. Respondents shall submit proposed discounts (if any) for annual and quarterly pre-payments on Attachment "F".**

13. Pg. 18-19, Insurance Requirements: You are requesting to be listed as an additional insured. This requirement increases insurance premiums and directly increases the cost of your services as we have to cover these costs. Being listed as an additional insured only allows you to call and check on coverage limits but does nothing additionally to help protect or cover you. Claims can be made without being an additional insured. This is according to our multiple AM Best top rated carriers. Please confirm that this is a firm requirement.

**Answer: The requirement for the County to be named as additional insured on all policies except Workers' Compensation is a standard County requirement under all Contracts, and shall remain.**

14. Please describe site access. Do we have to be escorted to each site? Will we get keys for some departments?

**Answer: The Contractor shall be provided with the appropriate access to sites as necessary to perform the required services. Some sites will require a County escort, while others may be accessed with a key and/or a badge, which will be issued to Contractor employees upon award.**

15. Please describe generator access. Understanding that you do have site visits, however, we will not have the opportunity to visit every site. Can you at a minimum confirm which generators we cannot get within fifty feet (50') of with our service trucks? This would prove more beneficial when visiting sites as well.

**Answer: All generator sites are accessible to within fifty feet (50') using service trucks and some are accessible all the way up to the unit enclosure or building.**

16. On the price sheet, there is a column titled "plan type". Listed in it are A's, B's, N/A's, W's, and B(W)'s. It is assumed what the A and B references but what about the others? It was also mentioned that the plans would be chosen at award time, and we are to price both A and B plans but this sheet leads us to believe that this is the plans wanted for each unit. Please confirm this.

**Answer: See Question #3 above. Also, see revised Attachment "F". A = Plan A; B = Plan B; B(W) = Unit under Warranty, but will be serviced under Plan B; there are no N/A's or W's on the revised attachment.**

17. Are there service records from previous vendors that may be reviewed by the Contractor after award?

**Answer: For units that have received regular service/maintenance, there are service records that may be obtained.**

18. Is pricing not as heavily weighted as qualifications and past performance?  
**Answer: Yes, pricing is not the most important factor in the evaluation criteria, as the County is focused more on a quality product, and seeks to ensure that the units work when the County needs them to work.**
19. Are any of the units on power curtailment with load shed?  
**Answer: One unit is on power curtailment with load shed. It's the unit located at the SJC Courthouse.**
20. Who is responsible for the FDEP requirements for the fuel storage tanks?  
**Answer: The County handles all of the FDEP requirements for the fuel storage tanks in house.**
21. Who currently provides these services for the County?  
**Answer: Some units, including those at the SJC Sheriff's Office complex, are serviced under a GOPP plan by Ring Power. Other units are serviced, as needed, as proposed under individual requests for quotes or proposals and not under a regular maintenance plan.**
22. How are the units still under Warranty to be serviced and/or maintained?  
**Answer: All units still under Warranty shall be serviced under Plan B.**
23. Under Respondent Qualifications on the page distributed at the pre-proposal meeting, bullet point four states "Must be authorized to perform warranty repairs". I would suggest that no one company is authorized to perform warranty repairs on all the equipment listed.  
**Answer: The requirement is not for respondents to be authorized to perform warranty repairs on all types of equipment listed, but of one or more of the manufacturers listed in the RFP Document, as stated on pg. 18, C of the RFP.**
24. What units (generators & switch gear) are currently under warranty?  
**Answer: See Attachment "F", all units listed under Plan Type B(W) are under warranty.**
25. In regard to pg 29 Rental Fee per Unit rates, is this for standby or prime use? What unit of rental time: day, week or month? Does this include cables & pig tails? Does this include environmental fees and transportation? Does this fee include deployment at any time (normal business hours, after-hours, weekends, and holidays)?  
**Answer: This is for prime use. The unit of time that shall be used is day. Yes, this includes cables and pig tails. Any and all fees and/or charges associated with providing this service must be included in the rental fee. No other charges for portable, temporary units shall be assessed to the County. Yes, this shall be for deployment at any time.**
26. In regard to pg 29 Rental Fee per Unit rates, since the County intends to have this equipment made available and reserved for them during a time of crisis on a first priority basis, will the County accept the right of first refusal as a method of allowing this equipment to be used by another customer? If not, at what point can this equipment be available to other customers?  
**Answer: Yes, the County shall provide first refusal when temporary, portable units are not required during a time of crisis so that the Contractor may utilize the equipment elsewhere as needed, so long as when/if the County develops the need for temporary, portable units, the Contractor has them available.**
27. If a unit fails and will be nonoperational for any period of time and a rental unit is deployed, is the cost for the delivery and pick-up, set-up and tear-down, rental cost taken directly from pg 29 Rental Fee per Unit rates? How are the cost of fuel used, refueling, and the maintenance for prolonged use billed or is it included in this price?  
**Answer: Any and all fees and/or charges associated with the Contractor providing temporary, portable units shall be included in the Rental Fee per Unit rate. No other charges shall be assessed to the County. All fuel shall be provided by the County.**
28. In regard to deploying a rental generator, will the County supply a Certificate of Insurance for the equipment before it is placed on-site?  
**Answer: Yes, the County will provide the Contractor with a Certificate of Insurance if and when temporary, portable units are needed to be placed at a County location.**

29. In regard to pg 15, section III, General Maintenance Responsibilities part C, how are the "liquids" (coolant, distilled water & oil) to be manifested and stored for the use by the County? Also, fuel is listed as something to be checked by the County and this section refers to liquids, does the County expect the Contractor to have fuel on-site?  
**Answer: The method(s) of manifesting and storing liquids for use in the County generator units shall be determined between the County and Contractor upon award of a contract. No, the County does not expect the Contractor to have fuel on-site.**
30. In regard to Plan A Scope of Work, is there an allowable charge for: travel time, fuel surcharge, mileage, disposal or any incidental fees?  
**Answer: No. Any and all fees associated with Plan A services shall be included in the annual price for each unit.**
31. In reference to the Onan (Cummins) 2.18 mW generator, since Cummins Power South is the only authorized company to access and perform certain software based diagnostic tests on this equipment, will they be required to be listed as a sub-contractor?  
**Answer: No, Respondents will not be required to list Cummins as a sub-contractor. However, if/when these software based diagnostic tests are required, the Contractor shall coordinate with the County Generator Maintenance Technician to have them performed by Cummins, and shall submit a copy of the invoice from Cummins with the Contractor's invoice, and shall not markup the cost of the work performed by Cummins.**
32. What are the criteria for listing generator as a proposed Plan A or B generator? Critical nature or traditionally large maintenance expense, vendor specific or problematic piece of equipment?  
**Answer: Critical infrastructure was used to determine which plan each generator was placed under for maintenance and service.**
33. Are all generators and transfer switches currently fully operational?  
**Answer: Yes.**
34. What back-up paperwork will the County require under this plan, since there will be no quoting, billing or invoicing?  
**Answer: In reference to Plan A back-up paperwork, the Contractor will be required to submit invoices based on the selected payment terms (i.e. annual, quarterly, etc). Also, the Contractor will be required to submit the required summary reports of all services performed throughout the year as stated on pg 18, section IV.**
35. Will the County pay for the Plan A SOW units in lump sum, since the initial invoice would be for all services and parts for the entire year of the Contract (vis-à-vis insurance)?  
**Answer: The County shall pay for Plan A services either by annual pre-payment, or quarterly pre-payment as determined to serve the best interest of the County upon award of the Contract.**
36. How will the addition of new equipment be handled, and will old equipment removed from service be prorated based on the length of the year?  
**Answer: Addition and deletion of equipment shall be handled on a pro-rated system based on the date added or deleted from the County inventory. If equipment deleted has been pre-paid, then the Contractor shall issue credits to the respective County department.**
37. Since an Electrical Contractors license isn't a requirement of this RFP, who would be responsible for the permitting and electrical work required for replacing a generator or switchgear that has failed and requires replacement?  
**Answer: If and when a generator or switchgear fail and requires replacement, and the necessary work requires permitting and electrical work, the Contractor shall be required to have a licensed Electrical Contractor perform the necessary services.**
38. Since a Liquid Petroleum Gas Specialty Installer license isn't a requirement of this RFP, who would be responsible for the replacement or repairs of gaseous fuel systems?  
**Answer: The Contractor shall be required to have a licensed Liquid Petroleum Gas Specialty Installer perform the services to replace or repair gaseous fuel systems.**

39. Will painting of exhaust systems, enclosures, and fuel tanks be considered a function of maintenance?  
**Answer: No.**
40. In the case of a failure of a major internal engine component dictates the replacement of an entire generator engine or repair by replacement, will the Federal Laws concerning Tier 1-4 emissions standards apply? If not, will St. Johns County add an addendum to the Plan A: Full Service Maintenance & Repair SOW to be responsible for the engine replacement legal aspects?  
**Answer: Yes the Federal Laws concerning Tier 1-4 emissions standards shall apply in the case of a major failure requiring replacement of an entire generator engine, or repair by replacement.**
41. When replacing a generator or transfer switch that has failed, can a used piece of equipment of the same approximate age be used for the replacement or will the replacement need to be a new generator?  
**Answer: When replacing a generator or transfer switch that has failed, the replacement parts must be new OEM equipment, or if unavailable, must meet or exceed original manufacturer specifications.**
42. Fuel polishing and biocide treatment aren't listed in the Plan A SOW, would this be a maintenance service provided outside the SOW or should it be included?  
**Answer: The Contractor shall test and provide results to the County as part of the required maintenance services. The County shall be responsible for any necessary polishing.**
43. In the case of lightning strike damaging equipment, who is responsible for the replacement equipment and required repairs?  
**Answer: Replacement of units damaged by lightning, natural disasters or other Acts of God shall be the responsibility of the County.**

**Clarifications/Changes:**

**Quarterly Maintenance & Inspection Services Requirements:**

- ii. Lubricating Systems: Change (8) to read "Start engine, check oil pressure and record
- iii. Fuel Delivery System: Change (7) to read "Inspect fuel filter for leaks, repair or replace as needed".
- v. Air Systems: Strike (2) as this is not a routine maintenance item.
- vi. Electrical System: Add (8) Check ammeter for discharging while cranking.
- vi. Electrical System: Add (9) Check ammeter for full charge at start-up.
- xi. Ignition System: Remove (2) Check ammeter for discharging while cranking (moved to Electrical).
- xi. Ignition System: Remove (3) Check ammeter for full charge at start-up (moved to Electrical).

**Annual Inspection, Maintenance & Repair Services Requirements:**

- vii. Ignition System: Change (1) (2) (3) (4) to read "Replace if necessary due to malfunction, defect, or damage. Components must be changed at a minimum of once every other year."
- xi. Load Bank Test: Change (1) to read "Load bank (resistive) test each generator under full-rated load for at least four (4) hours. The Contractor shall not be required to perform the one (1) hour under full connected load test at the annual inspection; only the load bank test is required at the annual inspection.

**P. 5, Evaluation Criteria: The total points available for each Evaluation Criteria category are as follows:**

A.	RFP Package Format	05
B.	Previous Experience/Past Performance	15
C.	Qualifications	25
D.	Availability of Units	25
E.	Pricing Proposal	15
F.	References	10

Strike – P. 10, VI. b. Replacement Parts under Plan A

P. 16, VI. i. Change to read “The Contractor shall perform any and all necessary, approved repairs based on the approved cost proposal for the repair. No work other than the approved repair shall be performed by the Contractor without prior approval by the County.”

Strike – P. 16, VI. b. i. (1) “Cost shall not exceed current manufacturer’s price, regardless of the reason for replacement/repair.”

P. 17, III. C. Change to read “If removing equipment from this Contract, the County shall provide thirty (30) consecutive calendar days prior written notice to the Contractor, and shall confirm removal with a Contract Amendment signed by both parties. Equipment removed from the contract, for which services have been pre-paid by the County shall require the Contractor to issue a credit for overpayment to be applied to the respective department’s account for future use.

P. 18, D. Sub-Contractors: Change to read “SJC recognizes that there may arise occasions where the vendor does not have the necessary licensure or qualifications to perform a repair or replacement task in fulfillment of the contract. In that event, the successful vendor may propose the use of a properly licensed and/or certified sub-contractor or sub-contractors. Determination of which service or sub-contractor will be allowed will be made by SJC on a case by case basis. SJC reserves the right to deny the use of any sub-contractor. Billing for approved sub-contractors shall be true cost with no mark-up. Contractor shall furnish a copy of the sub-contractor’s invoice for verification.”

P. 22, Section 2: Previous Experience/Past Performance in St. Johns County: Change to read “Respondents shall submit information from all generator system maintenance and services performed within the last ten (10) years. The information required for each project shall include: owner of equipment (entity/agency), number of units, total dollar amount of contract, and dates services were performed. Contact information shall be for a representative of the agency and shall include name, title, phone number, and email address. Respondents who satisfactorily demonstrate the required ten (10) years of service shall receive ten (10) points under this evaluation category. Respondents who can demonstrate satisfactory performance of services for St. Johns County Board of County Commissioners, or any one of the constitutional officers in addition to the required ten (10) years experience, may receive up to five (5) additional points under this category of evaluation.”

**Attachment “F” – Annual Plan Pricing has been revised and will be uploaded to [www.demandstar.com](http://www.demandstar.com) as an attachment. Please be sure to use the revised version of this form when submitting your RFP Package.**

**THE RFP PACKAGE DUE DATE REMAINS: Thursday, June 13, 2013 at 4:00 P.M.**

Acknowledgment

Sincerely,

\_\_\_\_\_  
Signature and Date

**Jaime T. Locklear, CPPB**  
Contract Coordinator  
Purchasing Department

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM #3**

RESOLUTION NO: 2013 - 172

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS, AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE A LEGALLY SUFFICIENT AGREEMENT FOR RFP NO. 13-49 COUNTYWIDE GENERATOR MAINTENANCE & SERVICES.

RECITALS

WHEREAS, the County desires to enter into negotiations with Ring Power Corporation to perform maintenance and services on generator units at facilities located throughout St. Johns County; and

WHEREAS, the scope of the project shall consist of performing quarterly and annual inspection and maintenance services and repairs for all generators included; and

WHEREAS, through the County's formal Request for Proposals (RFP) process, Ring Power Corporation was the highest ranked firm; and

WHEREAS, the services shall be funded by the respective SJC Departments; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Request for Proposals (attached hereto, an incorporated herein), and finds that entering into negotiations serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations under RFP No. 13-49 with Ring Power Corporation.

Section 3. The County Administrator, or designee, is further authorized to execute a legally sufficient Contract Agreement with Ring Power Corporation on behalf of the County for the performance of countywide generator maintenance and services as specifically provided in the Contract Documents for RFP No. 13-49 if negotiations are successful.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22<sup>nd</sup> day of August, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
BOCC Chair

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk

RENDITION DATE 8/22/13

# Attachment C

Company: City of Jacksonville - Public Buildings Division  
 Address: 555 West 44th Street  
 Jacksonville, FL 32208  
 Contact: Robbie Tiedeman  
 Phone: 904.630.5406

1/15/2014  
 Based on St. Johns County Generator Maintenance Contract  
 Master Contract No. 13-MCC-RIN-04918  
 Tiedeman@coj.net

904.630.5415

Scope of work: Ring Power Systems to provide generator schedule maintenance.  
 Ref: Please reference customer service agreement attached. All work will be performed during normal business hours.

Unit Location	Description	Serial Number	KW	Plan A Pricing	Plan B Pricing
Emergency Operations Center - 515 Julia St. North	1995 Model #5FR4	6FA10909	600	\$6,500.00	\$1,930.00
Police Memorial Building - 501 Bay St. East	Caterpillar D348	36J1244	565	\$6,500.00	\$1,930.00
Police Memorial Building - 501 Bay St. East	Caterpillar D150-8	N6001896	150	\$3,800.00	\$1,360.00
Pretrial Detention Facility - 535 Washington St. North	Caterpillar 3508	1ZF00477	1000	\$11,900.00	\$3,320.00
New Courthouse - 501 Adams St. West	Kohler 1600REQZMB		1600	\$19,190.00	\$4,265.00
City Hall - St. James - 117 Duval St. West	Caterpillar 3412	B1Z20183	500	\$6,500.00	\$1,750.00
Ed Ball - 214 Hogan St. North	Caterpillar 3512	6PA00693	1500	\$19,190.00	\$4,265.00
Ed Ball - 214 Hogan St. North	Caterpillar 3512	6PA00692	1500	\$19,190.00	\$4,265.00
City Hall Annex - Jake M. Godbold - 407 Laura St. North	Caterpillar 3412		500	\$6,500.00	\$1,750.00
Yates Building - 231 Forsyth St. East	Kohler 100R2272		100	\$3,800.00	\$1,360.00
Main Library - 303 Laura St. North	Caterpillar 3512	1KZ01321	1500	\$19,190.00	\$4,265.00
CTC	Kohler 100R02271	237009	100	\$3,800.00	\$1,360.00
				\$126,060.00	\$31,320.00

Customer Authorization: \_\_\_\_\_ Date: \_\_\_\_\_ Tax ID: \_\_\_\_\_ Mgr. Approval: \_\_\_\_\_

Salesperson: Cliff Mills, PSSR, Power Generation Division

If you agree with the terms please fax signed agreement too: Ring Power Systems, Attention: Cliff Mills @ 904-494-7424.

Thank you for considering Ring Power Systems for your generator service needs.

### St. Johns County Contract Specifications

Non- Cat Part Mark-ups are 45%  
 Straight time rate - \$90.00 per hour  
 Overtime rate - \$135.00 per hour

**Flores, Luis**

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**From:** Ford, Cecilia  
**Sent:** Tuesday, January 14, 2014 4:42 PM  
**To:** Flores, Luis  
**Cc:** Ford, Cecilia  
**Subject:** FW: Piggyback St. Johns County Countywide Generator Maintenance & Services Agreement  
**Attachments:** 13-49 RFP Doc FINAL.PDF; 13-49 Addendum 1.pdf; 13-49 Addendum #2.pdf; 13-49 Addendum #3.pdf; 13-49 Attachment F - Final.pdf; 13-49 Executed Resolution.pdf; 13-49 Master Contract Executed Ring Power.pdf

Hi Luis,

The contract would need to reference the insurance section, except the following:

1. Add to the Insurance section a waiver of subrogation in favor of the City of Jacksonville and its officials, members, officers, employees and agents unless this create a material change in the cost; however, all of our agreements include a waiver of subrogation.
2. This RFP doesn't include indemnification. Our contracts all require an indemnification.
3. Insurance section of the RFP will need to be noted in the agreement.

Call me if you need anything else.

Cecilia L. Ford, CSRM  
Property and Casualty Compliance  
Administrator  
City of Jacksonville  
231 East Forsyth St, Suite 470  
Jacksonville, FL 32202  
(904)630-7290 (o)  
(904)630-2100 (f)

**RMIS DEFINITION OF RISK:**

**"RISK = An uncertain future outcome that can either improve outcome or worsen our outcome position."**

**IMPORTANT:**

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**From:** Flores, Luis  
**Sent:** Friday, January 10, 2014 8:48 AM  
**To:** Ford, Cecilia  
**Subject:** Piggyback St. Johns County Countywide Generator Maintenance & Services Agreement

Ceci – Good morning, I'm looking to piggyback the St. Johns Countywide Generator Maintenance & Services Agreement with Ring Power. Can you review the insurance portion of the attached contract for approval.

Let me know if you need anything else.

**Luis F. Flores, CFM, LEED AP BD+C**  
Chief of Public Buildings  
Public Buildings Division  
555 West 44<sup>th</sup> Street  
Jacksonville, FL 32208  
904-630-5431  
904-630-5415 Fax  
[LFlores@coj.net](mailto:LFlores@coj.net)

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