SUBJECT: PIGGYBACK ST. JOHNS COUNTY FLORIDA CONTRACT 18-MCC-RIN-09850 FOR COUNTYWIDE GENERATOR MAINTENANCE AND SERVICES

BID #: PSC-0397-19 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM APRIL 1, 2019 THROUGH NOVEMBER 14, 2021, WITH ONE (1) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED:** ( ) **OTHER** ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback St. Johns County Florida Contract 18-MCC-RIN-09850, with Ring Power Corporation., for Countywide Generator Maintenance and Services an as needed basis. Period of Service will be from April 1, 2019 through November 14, 2021, with one (1) two (2) year renewal option remaining. Total award amount not-to-exceed $70,000.00 (funding will be for April 1, 2019 through September 30, 2019).

This award is to be funded by various accounts dependent on funding and executed by formal contract through the Office of General Counsel and processed by individual releases against a blanket purchase order.

Attachments: Recommendation Memo, Contract 18-MCC-RIN-09850, St. Johns County Florida Bid 18-73, Pricing Proposal (12 Month), Vendor Letter, Certificate of Insurance, Exhibit A (Indemnification) and Exhibit B (Insurance Requirements)

BUYER: Marilyn Laidler **RESPECTFULLY SUBMITTED**
MARILYN LAIDLER
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PSC-0397-19

City of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE.

Lenny Curry, Mayor
Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

February 27, 2019

MEMORANDUM

TO: Gregory W. Pease, Chief
Procurement Division

THRU: John P. Pappas, P.E., Director

FROM: Roy Birbal, Chief

SUBJECT: Ring Power Corporation
Recommendation to Piggyback St. Johns County Florida Contract 18-MCC-RIN-09850 for Countywide Generator Maintenance and Services.

Ring Power Corporation has a current annual pricing contract (18-MCC-RIN-09850) with St. Johns County Florida for Countywide Generator Maintenance and Services which was competitively bid in accordance with Chapter 126, Jacksonville Ordinance Code (Note: Contract 18-MCC-RIN-09850 Countywide Generator Maintenance and Services is included as Attachment A and RFP #18-73 as Attachment B).

Ring Power Corporation has agreed to extend the terms and conditions of the St. Johns County contract to the City of Jacksonville along with unit prices specific to the City's needs (Pricing Proposal included as Attachment C). As a government agency, the City of Jacksonville satisfies the requirement as an eligible customer. In accordance with the COJ Administrative Code, our Risk Manager has reviewed the St. Johns County Contract and approved Ring Power Corporation's Certificate of Insurance and provided the attached Exhibit A (Indemnification) and Exhibit B (Insurance Requirements) that will become part of the City's contract.

Accordingly, it is recommended by the Public Buildings Division that the City enter into an agreement with Ring Power Corporation for countywide generator maintenance and services with a not-to-exceed amount of Seventy Thousand Dollars ($70,000.00) for the reminder of FY19 (April 1, 2019 – September 30, 2019). Funding will be encumbered by individual releases against the master blanket, dependent on funding, the appropriate account and fiscal year. The initial term of the agreement will be from April 1, 2019 through November 14, 2021, with one (1) two-year renewal option and documented by formal contract through the Office of General Counsel.

Your assistance in concurring with this recommendation for the respective award would be appreciated. Any questions or concerns can be directed to Jim Lange in Public Buildings at (904) 255-4340.

Attachments:

A: Contract 18-MCC-RIN-09850
B: St. Johns County Florida Bid 18-73
C: Pricing Proposal (12 Month)
Vendor Letter of Consent
Certificate of Insurance (Approve by Risk Management)
Exhibit A (Indemnification) and Exhibit B (Insurance Requirements)

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
Jim Lange, Contract Administration Coordinator

ab

ATTACHMENT A

CONTRACT AGREEMENT
BID NO: 18-73; Countywide Generator Maintenance & Services
Master Contract #: 18-MCC-RIN-09850

This Contract Agreement, ("Agreement") is made as of this 15th day of November, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Ring Power Corporation** ("Contractor"), authorized to do business in the State of Florida, with offices located at 500 World Commerce Parkway, St. Augustine, FL 32092; Phone: (813) 671-3700; Fax: (813) 865-2554; and Email: alan.thomas@ringpower.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION
This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding as detailed on Exhibit "B". While this 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 Bid Documents and any addenda/exhibits thereto; all Specifications; this 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 Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform maintenance, service, repairs, emergency repairs and emergency services including but not limited to generators, transfer switches, fuel delivery systems, and associated components with the exception of fuel storage tanks on the County's emergency power generating systems from St. Johns County facilities, in accordance with Bid No: 18-73 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Building Operations, Purchasing Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Contract Agreement.

ARTICLE 4 – SCHEDULE
The Contractor shall perform the required Countywide Generator Maintenance & Services as needed by St. Johns County Departments. A schedule for the delivery of products and supporting services to be performed for 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 assigned Property Manager or his/her designee at the facility with a minimum of forty eight (48) hours advance notice. The Contractor shall complete all required inspections, maintenance testing and reports within ten (10) consecutive calendar days of scheduled service specified in this Contract.

The list of equipment on the Generator List is attached hereto as Exhibit "C".

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Contractor based upon the pricing detailed on Exhibit "A-1 Quarterly & Annual Price per Unit List" and Exhibit "A-2 Availability of Units" attached here to, as submitted in the proposal and accepted by the County. The maximum amount available as compensation to Contractor under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Departments 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 Work, detailed in this 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 Work, and detailed in this Agreement.

C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing.

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 Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. 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. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Building Operations Department
ATTN: Katie Diaz
500 San Sebastian View
St. Augustine, FL 32084

G. 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 Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

ARTICLE 8 – TERMINATION

A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in

which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – 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 12 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor shall <u>not</u> be exempt from the payment of all applicable taxes in its performance under this 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 Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that

purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 14 - INSURANCE

The Contractor shall not commence work under this Agreement 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. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000.

The Contractor shall maintain during the life of this Agreement, 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 a Contractor.

The Contractor shall maintain during the life of this Agreement, 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.

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

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party

beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTCILE 18 – 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 19 – 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 Contractor 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 thirty (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 Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's ommissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this 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 21 – 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 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 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this 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 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 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, 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 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – 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 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – 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 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this 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 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 be 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 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – ARBITRATION

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

ARTICLE 34 - NOTICES

All notices required in this 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, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Ring Power Corporation
Attn: Alan Thomas
500 World Commerce Parkway
St. Augustine, FL 32092

ARTICLE 35 - HEADINGS

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

ARTICLE 36 –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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the

County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – 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 St. Johns County, Florida.

ARTICLE 38 – SURVIVAL
It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

ARTICLE 39 – AUTHORITY TO EXECUTE
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

ARTICLE 40 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES
The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "D", the contents of which are incorporated herein.

BID NO: 18-73; Countywide Generator Maintenance & Services
Master Contract No: 18-MCC-RIN-09850

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

COUNTY:

St. Johns County, FL
County Name

By: _____
Signature - County Representative

Leigh A. Daniels, CPPB
Printed Name – County Representative

Acting Purchasing Manager
Printed Title – County Representative

11/15/18
Date of Execution

CONTRACTOR:

Ring Power Corporation
Company Name

_____
Signature of Contractor Representative

ALAN THOMAS
Printed Name – Contractor Representative

VP/GOVERNMENTAL SALES MGR
Printed Title – Contractor Representative

11/7/2018
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

_____
Deputy Clerk

11/15/18
Date of Execution

ST JOHNS COUNTY
NOV 15 '18
PURCHASING

LEGALLY SUFFICIENT

_____
Deputy County Attorney

10/19/18
Date of Execution

ST. JOHNS COUNTY FLORIDA

EXHIBIT "A"
BID NO: 18-73; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the monthly prices as submitted on the proposal. The Monthly Price 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.

Pricing 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.

Bid No: 18-73; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

EXHIBIT "A-1" QUARTERLY & ANNUAL PRICE PER UNIT LIST

Facility	Address	Under Warranty	Quarterly Maintenance Inspection Price per Unit	Quarterly Maintenance Inspection Price x 3 Inspections per Year Total	Annual Maintenance Inspection Price per Unit	Grand Total for all Inspections per Unit
SJSO Administration	4015 Lewis Speedway		$220.00	$660.00	$1,054.00	$1,714.00
SJSO Detention Annex	4025 Lewis Speedway		$200.00	$600.00	$898.00	$1,498.00
SJSO Outback Unit	3955 Lewis Speedway		$230.00	$690.00	$1,372.00	$2,062.00
SJSO Jail	3955 Lewis Speedway		$230.00	$690.00	$1,178.00	$1,868.00
SJSO Evidence	4015 Lewis Speedway	W	$220.00	$660.00	$1,054.00	$1,714.00
SJSO Law Enforcement	4075 Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJSO Aviation	455 Hawkeye View La		$200.00	$600.00	$898.00	$1,498.00
SJSO Ag Center	3125 Agricultural Driv		$200.00	$600.00	$792.00	$1,392.00
SJSO Radio Shack	4425-B Avenue A		$200.00	$600.00	$792.00	$1,392.00
SJSO Comm Center	4455 Avenue A		$230.00	$690.00	$1,178.00	$1,868.00
SJSO Mobile Command – Portable 1	3955 Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJSO Mobile Command – Portable 2	3955 Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJSO Clandestine Trailer Portable	3955 Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJSO Crisis Negotiation	3955 Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJSO Work Release Cent	4025 Lewis Speedway		$220.00	$660.00	$896.00	$1,556.00
Utility Administration Bu	1205 State Road 16		$240.00	$720.00	$1,398.00	$2,118.00
Anastasia Island WWTP	860 W 16th Street		$240.00	$720.00	$1,398.00	$2,118.00
Anastasia Island WWTP	860 W 16th Street		$240.00	$720.00	$1,398.00	$2,118.00
SR 16 WWTP	3000 Industry Center R		$230.00	$690.00	$1,178.00	$1,868.00
SR 207 WWTP	4428 Golf Ridge Drive		$220.00	$660.00	$1,054.00	$1,714.00
Marsh Landing WWTP	166 Marsh Cove Drive		$220.00	$660.00	$898.00	$1,558.00
Players Club WWTP	5250 Palm Valley Roa		$220.00	$660.00	$1,598.00	$2,258.00
Sawgrass WWTP	10042 Sawgrass Drive		$220.00	$660.00	$898.00	$1,558.00
Innlet Beach WWTP	605 Palmera Drive		$220.00	$660.00	$898.00	$1,558.00
SR 16 Reuse Booster Sta	3000 Industry Center R		$220.00	$660.00	$1,398.00	$2,058.00
CR 214 WTP 1	2160 Water Plant Road		$240.00	$720.00	$1,398.00	$2,118.00
CR 214 WTP 2	2160 Water Plant Road		$240.00	$720.00	$898.00	$1,618.00
CR 214 WTP Portable	2160 Water Plant Road		$220.00	$660.00	$898.00	$1,558.00
214 Water Well TR#45	2160 Water Plant Road		$220.00	$660.00	$898.00	$1,558.00
214 Water Well TR#46	2160 Water Plant Road		$220.00	$660.00	$898.00	$1,558.00
214 Water Well TR#47	2160 Water Plant Road		$220.00	$660.00	$898.00	$1,558.00
214 Water Well TR#48	2160 Water Plant Road		$220.00	$660.00	$898.00	$1,558.00
214 Water Well TR#49	2160 Water Plant Road		$230.00	$690.00	$1,070.00	$1,760.00
NE WTP	326 Van Gogh Circle		$230.00	$690.00	$1,070.00	$1,760.00
NW WTP	3390 International Golf		$240.00	$720.00	$1,398.00	$2,118.00
NW Water Reclamation F	3450 International Golf		$240.00	$720.00	$1,398.00	$2,118.00
Innlet Beach WTP	601 Palmera Drive		$230.00	$690.00	$1,070.00	$1,760.00
Marsh Landing WTP	25570 Marsh Landing		$230.00	$690.00	$1,070.00	$1,760.00
Plantation WTP	105 Tabby Lane		$230.00	$690.00	$1,178.00	$1,868.00
Fruit Cove WWTP	797 Fruit Cove Dr. Eas		$200.00	$600.00	$898.00	$1,498.00
Bartram Oaks WTP (port	412 treaty Oak Lane		$200.00	$600.00	$898.00	$1,498.00
Plantation Well Site #5	105 Tabby Lane		$200.00	$600.00	$898.00	$1,498.00
Shore Drive Master Lift S	208 Shore Drive		$200.00	$660.00	$1,054.00	$1,714.00
NW Master Lift Station	3390 International Gol		$230.00	$690.00	$1,372.00	$2,062.00
Coquina Crossing Lift St	4560 Coquina Crossing		$220.00	$660.00	$898.00	$1,558.00
St. Augustine Shores Ma Station	493 Domenico Circle		$200.00	$600.00	$898.00	$1,498.00
Riverside Master Lift Sta	225 Riverside Blvd		$220.00	$660.00	$898.00	$1,558.00
Whisper Creek Lift Static	528 Pointed Creek Dr		$220.00	$660.00	$1,054.00	$1,714.00
LS Portable	2100 Arc Drive		$200.00	$600.00	$898.00	$1,498.00
LS Portable	2100 Arc Drive		$200.00	$600.00	$898.00	$1,498.00
Fox Creek Stormwater	1686 Brian Way	W	$230.00	$690.00	$1,070.00	$1,760.00
SJC Courthouse	4010 Lewis Speedway		$240.00	$720.00	$1,398.00	$2,118.00
SJC Administration	500 San Sebastian Vie		$240.00	$720.00	$4,456.00	$5,176.00
NW Annex	725 Flora Branch Blvd		$220.00	$660.00	$1,054.00	$1,714.00
Ponte Vedra Annex	99 N Palm Valley Roa		$200.00	$600.00	$792.00	$1,392.00
SE Annex	6685 US 1 South		$220.00	$660.00	$892.00	$1,552.00
Courthouse Administratio	4020 Lewis Speedway		$230.00	$690.00	$1,078.00	$1,768.00
SJC Permit Center	4040 Lewis Speedway		$240.00	$720.00	$1,398.00	$2,118.00

EXHIBIT "A-1" QUARTERLY & ANNUAL PRICE PER UNIT LIST (cont).

Facility	Address	Under Warranty	Quarterly Maintenance Inspection Price per Unit	Quarterly Maintenance Inspection Price x 8 Inspections per Year Total	Annual Maintenance Inspection Price per Unit	Grand Total for All Inspections per Unit
SJC Tax Collectors	4030 Lewis Speedway		$230.00	$690.00	$1,070.00	$1,760.00
SJC Central Receiving	4010 B Lewis Speedway		$200.00	$600.00	$792.00	$1,392.00
SJC Health & Human Ser Building	200 San Sebastian View		$240.00	$720.00	$2,841.00	$3,561.00
Pacetti Bay Middle Schoo	245 Meadow Lark Lane		$230.00	$690.00	$1,178.00	$1,868.00
SJC Emergency Operation	100 EOC Drive		$230.00	$690.00	$1,070.00	$1,760.00
SJC Emergency Operation	100 EOC Drive		$230.00	$690.00	$1,178.00	$1,868.00
Ag Center	3125 Agricultural Drive		$200.00	$600.00	$792.00	$1,392.00
Wind Mitigation Center	3125 Agricultural Drive		$220.00	$660.00	$892.00	$1,552.00
Hastings Community Cen	6195 S Main Street		$200.00	$600.00	$898.00	$1,498.00
SJC Medical Examiners C	4501 Avenue A		$200.00	$600.00	$892.00	$1,492.00
SJC Fire Service Adminis	3657 Gaines Road		$220.00	$660.00	$892.00	$1,552.00
SJC Fire Station 1	130 Canal Blvd		$230.00	$690.00	$1,372.00	$2,062.00
SJC Fire Station 2	1120 Sheffield Road		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 3	6010 SR 13 N		$200.00	$600.00	$898.00	$1,498.00
SJC Station 4 pull behind	3400 CR 208		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 5	200 St. Augustine Soul		$200.00	$600.00	$792.00	$1,392.00
SJC Fire Station 8	7985 Morrison Blvd		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 14	1255 W King Street		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 15	290 Pine Island Road		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 16	235 Murabella Parkway		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 17	10001 Cartwheel Bay A		$200.00	$600.00	$898.00	$1,498.00
SJC Fire Station 18	1055 Crosswater Parkw		$200.00	$600.00	$898.00	$1,498.00
Stratton Road Transfer St	250 N Stratton Road		$200.00	$600.00	$792.00	$1,392.00
Tillman Ridge	3005 Allen Nease Road		$200.00	$600.00	$898.00	$1,498.00
Tillman Mobile Unit	3005 Allen Nease Road		$200.00	$600.00	$792.00	$1,392.00
SJC Fairgrounds	5840 SR 207		$220.00	$660.00	$792.00	$1,452.00
SJC Equestrian Center	8200 Smith Road		$220.00	$660.00	$792.00	$1,452.00
Flagler Estates (Tower)	9685 Light Avenue	W	$200.00	$600.00	$898.00	$1,498.00
AG Center (Tower)	3057 Agricultural Cente	W	$220.00	$660.00	$598.00	$1,258.00
Onion Patch (Tower)	1762 Borrow Pit Road	W	$200.00	$600.00	$898.00	$1,498.00
Old Moultrie Road (Towe	1555 Old Moultrie Roa	W	$200.00	$600.00	$898.00	$1,498.00
Sampson (Tower)	10005 Cartwheel Bay A	W	$220.00	$660.00	$898.00	$1,558.00
Bakersville (Tower)	5885 CR 208	W	$200.00	$600.00	$898.00	$1,498.00
Armstrong (Tower)	6245 SR 207	W	$200.00	$600.00	$898.00	$1,498.00
Watson Road (Tower)	5125 Crescent Technica	W	$200.00	$600.00	$898.00	$1,498.00
12 Mile (Tower)	235 N Stratton Road	W	$200.00	$600.00	$898.00	$1,498.00
Favor Dykes (Tower)	9355 US 1 S	W	$200.00	$600.00	$898.00	$1,498.00
Ponte Vedra (Tower)	5430 Palm Valley Road	W	$200.00	$600.00	$898.00	$1,498.00
SJSO – Water Plant Rd	Water Plant Road		$230.00	$690.00	$1,178.00	$1,868.00
Road & Bridge	1625 State Road 16		$230.00	$690.00	$1,178.00	$1,868.00
Public Works Facility	2750 Industry Center R		$200.00	$600.00	$792.00	$1,392.00
Council On Aging	2595 Old Moultrie Roa		$200.00	$600.00	$792.00	$1,392.00
EOC Portable – Whisper	100 EOC Drive		$200.00	$600.00	$792.00	$1,392.00
EOC Portable – Zabatt Gl	100 EOC Drive		$200.00	$600.00	$792.00	$1,392.00
Hastings WWTP	900 North Main Street		$200.00	$600.00	$898.00	$1,498.00
Hastings WTP	102 South Dancy Aven		$200.00	$600.00	$898.00	$1,498.00
LS#1 Main Street	603 North Main Street		$200.00	$600.00	$792.00	$1,392.00
LS#2 Ball Field	East Essex @ Beaman A		$200.00	$600.00	$792.00	$1,392.00
LS#3 Youth Facility	765 East St. Johns		$200.00	$600.00	$792.00	$1,392.00
Tillman Lechate	3005 Allen Nease Rd	W	$200.00	$600.00	$898.00	$1,498.00
NW WWTP	3450 International Golf		$240.00	$720.00	$4,456.00	$5,176.00

Total Price Bid for all Units (as designated above for the Grand Total of all inspections per unit):	$185,575.00
Parts Mark-Up:	25%
Straight Time Hourly Rate:	$99/hour
Time & One-Half Hourly Rate:	$148/hour
Annual Pre-Payment % Discount:	0
Quarterly Pre-Payment % Discount:	0

ST. JOHNS COUNTY, FL
COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

EXHIBIT "A-2"
AVAILABILITY OF UNITS

The County shall compensate the Contractor based upon the rental pricing detailed below on any and all available units that could be dedicated to the County in the event of a disaster or emergency.

Generator Size	Tank Size	Quantity	Rental Fee Per Unit
30 KW	77 gallons	5	$1,305.00
60 KW	157 gallons	5	$1,505.00
100 KW	150 gallons	5	$1,450.00
200 KW	350 gallons	5	$3,005.00
300 KW	400 gallons	10	$3,905.00
400 KW	500 gallons	10	$4,705.00
500 KW	700 gallons	10	$5,705.00
800 KW	1250 gallons	15	$6,705.00
1000 KW	1250 gallons	20	$7,205.00
1500 KW	1250 gallons	30	$8,880.00
1750 KW	1250 gallons	35	$10,880.00
2000 KW	1250 gallons	40	$11,880.00
			$
			$
			$

Ring Power has a total of 220 generators in our rental fleet.
Weekly rates are for usage up to 40 operating hours.
Price includes cables (50 linear feet), pigtails, and round trip freight in St. Johns County.
All emergency & storm related rentals will be changed at UNLIMITED USAGE and will carry a 1 week minimum charge.
This quote is not a guarantee. Without a contract in place generator availability is subject to change without notice.
Additional $750 will be charged for all after hours, weekend, and holiday call outs.

EXHIBIT "B"
BID NO: 18-73; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
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 three (3) calendar years, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for one (1), two (2) year renewal option, upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

Bid No: 18-73; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
GENERATOR LIST EXHIBIT "C"

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
SJSO Administration	4015 Lewis Speedway	1600 diesel	Cummins 300 kw	300 DFCB-5738230	J050839947	
SJSO Detention Annex	4025 Lewis Speedway	500 diesel	Cummin 67kw	Dgdb-5739829	1050828546	
SJSO Outback Unit	3955 Lewis Speedway	3400 diesel (2011)	Caterpillar 600kw	LC7	G7A03557	
SJSO Jail	3955 Lewis Speedway	2000 diesel	Caterpillar 500 kw	SR4	4R100699	
SJSO Evidence	4015 Lewis Speedway	Natural Gas	Generac 300kw	SG230	3003436135	(W)
SJSO Law Enforcement	4075 Lewis Speedway	Natural Gas	Kohler Natural Gas 50 kw	50REZGB	SGM32KCGC	
SJSO Aviation	455 Hawkeye View Lane	250 diesel	Onan 150 kw	150.DOVE	J860847589	
SJSO Ag Center	3125 Agricultural Drive	250 propane	Generac 25 kw	50401	4038595	
SJSO Radio Shack	4425-B Avenue A	500 diesel	Multiquip 20 kw	DCA25SSIU	3762760	
SJSO Comm Ctr	4455 Avenue A	2000	Caterpillar 500 kw	SR4	5NA10411	
SJSO Mobile Command Center - Portable	3955 Lewis Speedway	N/A	12.5 kW	12.5 HDKCB 11506B	E070062679	
SJSO Mobile Command Center - Portable	3955 Lewis Speedway	N/A	12.5 kW	12.5 HDKCB 11506B	F070073049	
SJSO Clandestine Trailer Portable	3955 Lewis Speedway	7 gal diesel	10 kW	Kubota 11000	756480	
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	30 gal diesel	Onan 10 kW	10HDCAA11506D	0273565943	
SJSO Work Release Center	4025 Lewis Speedway	Natural Gas	Generac 130 kW Natural Gas Fired	G130LG2	GXC02632	
Utility Admin Bdlg	1205 State Road 16	3400 diesel	Caterpillar 750 kW	C27	GDS00424	
Anastasia Island WWTP 1	860 W. 16th Street	4000 diesel	Cummins 750 kw	DQFAA-7514907	L080224892	
Anastasia Island WWTP 2	860 W. 16th Street	2000 diesel	Caterpillar 750 kw	3508	23Z00849	
SR 16 WWTP	3000 Industry Center Dr	1500 diesel	Caterpillar 500 kw	3412	FNA 09951	
SR 207 WWTP	4428 Golf Ridge Drive	1500 diesel	Caterpillar 300 kw	3406	6BA01077	
Marsh Landing WWTP	166 Marsh Cove Drive	2000 diesel	Caterpillar 300 kw	3406	4PM0027	
Players Club WWTP	5250 Palm Valley Road	2000 diesel	Caterpillar 175 kw	3208T	30A02212	
Sawgrass WWTP	10042 Sawgrass Drive	10000 diesel	Caterpillar 750 kw	3412	2WJ02097	
Inlet Beach WWTP	605 Palmera Drive	2000 diesel	Generac 200 kw	RN2003SF	6616260200	
SR 16 Reuse Booster	3000 Industry Center Road	600 diesel	Cummins 125 kw	DSGAB6308531	6100178640	

GENERATOR LIST EXHIBIT "C" Cont.

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
CR 214 WTP 1	2160 Water Plant Rd	1500 diesel	Caterpillar 800kw	SR4	5UA01431	
CR 214 WTP 2	2160 Water Plant Rd	8000 diesel	Caterpillar 1500kw	3512	G6J00163	
CR 214 WTP portable	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66L SDA00227	
214 Water well TR#45	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	SR4	5UA01431	
214 Water well TR#46	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66A SDA00274	
214 Water well TR#47	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66H SDA00245	
214 Water well TR#48	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66K SDA 00222	
214 Water well TR#49	2160 Water Plant Rd	1500 diesel	Caterpillar 500kw	SR-4	6DA02586	
NE WTP	326 Van Gogh Circle	4000 diesel	Caterpillar 500kw	3412	81Z25402	
NW WTP	3390 International Golf Parkway	6000 diesel	Caterpillar 1000kw	C32	5NA09951	
NW Water Reclamation Facility	3450 International Golf Parkway	8000 diesel	Cummins 1500 KW	DQGAB-A051B839	L140780796	
Inlet Beach WTP	601 Palmera Drive	2000 diesel	Caterpillar 350kw	3406	4RG01521	
Marsh Landing WTP	25570 Marsh Landing Pkwy	2000 diesel	Caterpillar 300kw	3408	67403696	
Plantation WTP	105 Tabby Lane	1000 diesel	Caterpillar 500kw	3412	136-6634	
Fruit Cove WWTP	797 Fruit Cove Dr. East	150 diesel	Kohler 60kw	60R0ZJ	1) T04039T413026 2) 4039TF001 3) 331057	
Bartram Oaks WTP - Portable	412 Treaty Oak Lane	500 diesel	Caterpillar 80 kW	D80-6	D4B02974	
Plantation Well site #5	105 Tabby Lane	150 diesel	Olympian 75kw	D75P3	F6130A-001	
Shore Dr Master LS	208 Shore Dr	1500 diesel	Caterpillar 250kw	C9	G5AQ4878	
NW Master LS	3390 International Golf Parkway	1100 diesel	Cummins 350kw	NTA-855-G2	NTA855G	
Coquina Crossing LS1	4560 Coquina Crossing Dr	500 diesel	Olympian 100kw	D100P1	OLY00000ANPS01211	
SA Shores Master LS	493 Domenico Cir	500 diesel	Olympian 75kw	D75P3	NFP00162	
Riverside Master LS	225 Riverside Blvd	500 diesel	Olympian 125kw	D125 P1	OLY00000JNAT00660	
Whisper Creek Lift Station	528 Pointed Creek Dr	930 diesel	Caterpillar 250 KW	C9	C9E00823	
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 100kw	3116 DT	INJ00965	
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 200kw	200P3	OLY00000ENNS02312	
Fox Creek Stormwater	1686 Brian Way	3000	Caterpillar 350kw	LCS	G6B16676	(W)

GENERATOR LIST EXHIBIT "C" Cont.

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
Courthouse *	4010 Lewis Speedway	2000	Caterpiller 720kw	3412	4BZ01480	
SJC Administration	500 San Sebastian View	8670	Cummins 2.18mw	QSKTA60-GE	D593008GX03	
NW Annex	725 Flora Branch	1000	Caterpillar 250kw	3306	2AJ00842	
Ponte Vedra Annex	99 N Palm Valley Road	200 Gal Diesel	Generac 30kw	97A01922-S	2034213	
SE Annex	6685 US 1 South	800	Cummins 150kw	DSGAC-5937545	J070121823	
Courthouse Administration	4020 Lewis Speedway	2100	Cummins 400kw	DFCE-5738229	H050820872	
Permit Center	4040 Lewis Speedway	2000	Caterpillar 800kw	3412	TFT0077	
Tax Collectors	4030 Lewis Speedway	1000	Caterpillar 400kw	3406	KPS00712	
Central Receiving	4010 B Lewis Speedway	300 propane	Generac 20Kw	00591-6	3091097	
Health & Human Services Building	200 San Sebastian View	5700 diesel	Generac 1250kW	IDLC1250-2MU	P1412160005	
Pacetti Bay Middle School	245 Meadow Lark Lane	1038	Caterpillar 500kw	C18	EST00211	
SJC EOC	100 EOC Drive	4000	Kohler 500 kw	500REOZVB	2237300	
Emergency OperationsCenter	100 EOC Drive	4000 diesel	Magnum Mobilite 20kW	334CSA3028	827285	
AG Center	3125 Agricultural Dr.	1165	Olympian 200kw	D200P4	ENNS01015	
Wind Mitigation	3125 Agricultural Dr.	500	Olympian 75kw	D75P15	0LY00000ENP501813	
Hastings Comm Center	6195 S Main Street	300	Generac 100kw	D100P1	OYL00000PNPS00570	
Medical Examiners	4501 Avenue A	750	Olympian 125kw	D125P2	TNPS01975	
SJC Fire Serv. Admin.	3657 Gaines Road	2000	Kohler 650kw	650REOZDC	2162390	
Station 1	130 Canal Blvd	250 Gal	Olympian 80KW/208-120	G8OF3	OLY00000KNGD01452	
Station 2	1120 Sheffield Road	750 Gal	Generac 15KW/240/120	0041881	3533227	
Station 3	6010 SR 13 N	330 Gal	Generac 15KW/240/120	0041881	3533231	
Station 4 pull behind	3400 CR 208	est. 30 gallons	Generac 25kw	04058	3118986	
Station 5	200 St Aug South Drive	600 Gal	Generac 240/120 Volts	052430	4497056	
Station 8	7985 Morrison Blvd.	500 Gal	Generac 80KW/208-120	QT08054GVSN	4376717	
Station 14	1255 W. King Street.	750 Gal	Olympian 125KW/208/120	93A04597S	2010344	
Station 15	290 Pine Island Road.	NA	Cummins 67KW/480/277	GGHH-6389632	A110181186	

GENERATOR LIST EXHIBIT "C" Cont.						
Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
Station 16	235 Murabella Parkway	NA	Olympian 208/120 Volts	OLY00000ANGG00 123	20231030WDG646	
Station 17	10001 Cartwheel Bay Ave.	250 Gal	Olympian 240/120 Volts	G75F3S	OLY00000HNFC0237	
Station 18	1055 Crosswater Parkway	500	Generac 100 kW	SG0100GG1890V18	9487756	
Stratton Rd Transfer Station	250 N Stratton Rd	250 gal	Caterpillar 46.6kw	D50-S	M2A02217	
Tillman Ridge	3005 Allen Nease Road	300	Caterpillar 80kw	D125-6	CAT00C66JN6D01602	
Tillman Unit Mobile	3005 Allen Nease Road	50	Onan 50kw	40DGBC	C960600092	
Fairgrounds	5840 S R 207	1000	Caterpillar 200kw	3306	46BH8502	
Equestrian Center	8200 Smith Road	250 gal	Generac 11kW (LP)/10kW (NG)	522440	4400819	
Flagler Estates Tower	9685 Light Ave	1500 LP	80KW	G80LG2	GXCO1690	(W)
AG Center Tower	3057 Agricultural Center Dr	2500 LP	130KW	G130LG2	GXCO1701	(W)
Onion Patch Tower	1762 Borrow Pit Road	1500 LP	80KW	G80LG2	GXCO1691	(W)
Old Moultrie Tower	1555 Old Moultrie Road	1500 LP	80KW	G80LG2	GXCO1699	(W)
Sampson Tower	10005 Cartwheel Bay Ave	NG	130KW	G130LG2	GXCO1700	(W)
Bakersville Tower	5885 County Road 208	1500 LP	80KW	G80LG2	GXCO1694	(W)
Armstrong Tower	6245 State Road 207	NG	80KW	G80LG2	GXCO1698	(W)
Watson Rd Tower	5125 Crescent Technical Ct	1500 LP	80KW	G80LG2	GXCO1687	(W)
12 Mile Tower	235 N Stratton Rd	1500 LP	80KW	G80LG2	GXCO1696	(W)
Faver Dykes Tower	9355 US 1 S	NG	80KW	G80LG2	GXCO1693	(W)
Ponte Vedra Tower	5430 Palm Valley Rd	1000 LP	80KW	G80LG2	GXCO1695	(W)
SJSO Water Plant Rd	Water Plant Rd	500 gal	Generac 500KW	50401	4038595	(W)
Road & Bridge	1625 Industry Ctr	500	Caterpillar 115 kw	SR 4	GJA01012	
Public Works Facility	2750 Industry Center Road	750	Generac 500kW	S500	3002253171	
Council on Aging Transit Center	2595 Old Moultrie Rd	500 gal	Kohler 50kW	50REOZJC	2285409	
EOC Portable – Whisper Watt	100 EOC Drive	30	22KW	DCA25SSIU	3762760	

GENERATOR LIST EXHIBIT "C" Cont.						
Facility	Address	Tank size	Generator Size	Model#	Serial#	Under Warranty
EOC Portable – Zabatt GNI	100 EOC Drive	150	30KW	PAD30MSUD	0046050	
Hastings WWTP	900 North Main Street	200 diesel	Onan 125 KW	125DGEA	D960602880	
Hastings WTP	102 South Dancy Avenue	180 diesel	Onan 125 KW	125DGEA	D960602881	
LS#1 Main Street	603 North Main Street	100	SDMO 24 KW	T20UCM	T20UCM06015858	
LS#2 Ball Field	East Essex @ Beaman Avenue	500 gal	SDMO 40 KW	T20UCM	T20UCM	
LS#3 Youth Facility	765 East St. Johns	500 gal	Katolight 40KW	D40FJ4	648551 87990-0303	
Tillman Lechate	3005 Allen Nease rd	275	Kohler 60KW	60EOZK	SGM32KKMT	(W)
NW WWTP	3450 International Golf Pkwy	8000 Gals	1500 KW	DQGAB	L140780796	

- (W) Generator under warranty.
- Courthouse unit is on power curtailment with load shed.
- All Generators and transfer switches are currently fully operational.

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity.**
If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

   c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

   g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the

Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. **Contract Work Hours and Safety Standards Act.**

   a. This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

   b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

   c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

   d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

   f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

   g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. **Compliance with Clean Air Act.**

   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Compliance with Federal Water Pollution Control Act.**

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

7. **Procurement of Recovered Materials.**

   a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

      i. Competitively within a timeframe providing for compliance with the contract performance schedule;
      ii. Meeting contract performance requirements; or
      iii. At a reasonable price.

8. **DHS Seal, Logo, and Flags.**
   The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. **Compliance with Federal Law, Regulations, and Executive Orders.**
   This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. **No Obligation by Federal Government.**
    The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. **Fraud and False or Fraudulent or Related Acts.**
    The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

St. Johns County Board of County Commissioners
Purchasing Division

November 15, 2018

Alan Thomas, Vice President Governmental Sales Manager
Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

RE: Bid No: 18-73; Countywide Generator Maintenance & Services
Master Contract No: 18-MCC-RIN-09850

Dear Mr. Thomas:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services, for your files.

If you have any questions regarding this contract, or the required services, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

Erin Edwards, MAOL
Procurement Coordinator
(904) 209-0164 – Direct
(904) 209-0165 – Fax
eedwards@sjcfl.us

CC: COC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid No: 18-73 Master Contract File

ATTACHMENT B

Board of County Commissioners
St. Johns County, Florida

BID NO: 18-73

COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

BID DOCUMENTS
PROJECT SPECIFICATIONS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx

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- "D" – List of Availability of Units
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- "F" – Drug-Free Workplace Form
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SERVICE SPECIFICATIONS

BID NO: 18-73

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 p.m.** on **Wednesday, September 26, 2018** by the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-73; Countywide Generator Maintenance & Services**. Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 p.m. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified Contractors to perform maintenance, service, repairs, emergency repairs and emergency services on the County's 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 the service plan. 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.

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website www.demandstar.com, by requesting Document # **18-73**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: http://www.sjcfl.us/Purchasing/OpenBids.aspx. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Request for Qualifications must be submitted ***in writing*** by or before five o'clock (5:00PM) EDST, on Tuesday, September 11, 2018, to the Designated Point of Contact provided below:

Designated Point of Contact: Erin Edwards, MAOL
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: eedwards@sjcfl.us
Phone: (904)209-0164 / Fax: (904)209-0165

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at ldaniels@sjcfl.us.

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 Bid 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, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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 requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 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 the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK
BY:_____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: Board of County Commissioners of St. Johns County, Florida ("COUNTY")

PROJECT: Bid No: 18-73; Countywide Generator Maintenance & Services

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the County for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is Mrs. Erin Edwards, MAOL, Procurement Coordinator, St. Johns County Purchasing Department; eedwards@sjcfl.us.

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, Procurement Coordinator, at ldaniels@sjcfl.us.

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 Bid 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, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

QUESTIONS

Any and all questions related to this project shall be directed, ***in writing***, to the Designated Point of Contact as provided above, by or before **5:00PM EDST** on **Tuesday, September 11, 2018**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00pm on Wednesday, September 26, 2018. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "Bid No: 18-73; Countywide Generator Maintenance & Services".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	
	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 **BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of **Five Percent (5%) of the Total Annual Price Bid**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should

the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above.
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total Annual amounts will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition,

procedure or specification with respect to any bid, invitation, solicitation of proposals or requests 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, not 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 the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

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 Bid 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, contractor, or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the Bidder who submits the lowest responsive, responsible Bid on the basis of the total price per square foot, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County. The County may consider award to multiple Bidders, based on the individual unit prices, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

PRICING

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Unit Prices, multiplied by quantities shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific project.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

INVOICING

The Contractor shall submit an invoice to the appropriate SJC Department upon completion of the approved and authorized services. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Building Operations Department
ATTN: Katie Diaz
500 San Sebastian View
St. Augustine, FL 32084

At a minimum, all invoices shall contain the following basic information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed

Contractor will invoice the County at the first of each month after the service has been provided.

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

The Contractor shall also not charge the County any Environmental fees.

MIMINUM QUALIFICATION OF CONTRACTORS

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 with 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.

Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

SUB-CONTRACTORS

The County 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. The County shall not pay for costs associated with Contractor observation of the sub-contractor.

Cummins Power South is the only authorized company to access and perform certain software based diagnostic tests on Onan (Cummins) generators. 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.

If and when a generator or switchgear fail and requires replacement and the necessary work requires permitting and electrical work, the Contractor shall be responsible to have a licensed Electrical Contractor perform the necessary services.

The Contractor shall have a license Liquid Petroleum Gas Specialty Installer perform the services to replace or repair gaseous fuel systems.

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "I", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on a form provided by the County. In the event of a conflict between specifications or contract requirements the more stringent requirement shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor (but no later than seventeen (17) days from the Notice of Award).

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

CONTRACT AGREEMENT & TERM

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

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 of any and all items of non-compliance. The Contractor shall then have three (3) 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 has not been taken within the three (3) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Contractor. Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) consecutive calendar days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Contractor shall not commence work under the awarded Contract Agreement 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. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the awarded Contract Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, 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 a Contractor.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

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

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Consultant will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law:
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contactor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

CONTRACT WORK HOURS AND SAFETY STANDARDS

(1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.

(2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 18-73

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE GENERATOR MAINTENANCE AND SERVICES

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

DATE SUBMITTED: _____

BID PROPOSAL OF

_____
Full Legal Company Name

_____
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-73: Countywide Generator Maintenance and Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL PRICE BID:

FOR: Countywide Generator Maintenance and Services

Note: Any and all fees, charges, and costs associated with performing the required services must be at the expense of the Contractor. The submitted price per pound shall be paid to the County. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the total annual bid price submitted below.

_____
Total Price Bid Written in Numerals

_____ / 100
Total Price Bid Written in Words

Each Bidder shall use the current generators as listed on **Exhibit "B"**, provided herein, to submit the unit prices of each generator for the Quarterly Maintenance Inspections and the Annual Price per Unit on **Exhibit "A".** Each Bidder shall add the Quarterly Maintenance Inspection Price x3 Inspections per Year Total with the Annual Maintenance Inspection Price per Unit to calculate the Grand Total for All Inspections per Unit. Then, the Grand Total for All Inspections per Units will be added to calculate the Total Price Bid for all Units. All other submitted Unit Prices shall be used for services on an as needed basis.

Any discrepancy between the unit prices stated on Exhibit "A" and the Total Price Bid shall be decided by the Unit Price submitted on **Exhibit "A".** In the event of a conflict, the Bidder's Total Price Bid shall be corrected to reflect the extended price using the Unit Prices from Exhibit "A".

If any Bidder is unable to provide any generators stated herein on Exhibit "B", the Bidder shall submit a "No Bid" for that item on Exhibit "A".

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BID NO: 18-73 **COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**

EXHIBIT "A" QUARTERLY & ANNUAL PRICE PER UNIT LIST

Facility	Address	Under Warranty	Quarterly Maintenance Inspection Price per Unit	Quarterly Maintenance Inspection Price x 3 Inspections per Year Total	Annual Maintenance Inspection Price per Unit	Grand Total for All Inspections per Unit
SJSO Administration	4015 Lewis Speedway					
SJSO Detention Annex	4025 Lewis Speedway					
SJSO Outback Unit	3955 Lewis Speedway					
SJSO Jail	3955 Lewis Speedway					
SJSO Evidence	4015 Lewis Speedway	W				
SJSO Law Enforcement	4075 Lewis Speedway					
SJSO Aviation	455 Hawkeye View La					
SJSO Ag Center	3125 Agricultural Driv					
SJSO Radio Shack	4425-B Avenue A					
SJSO Comm Center	4455 Avenue A					
SJSO Mobile Command – Portable 1	3955 Lewis Speedway					
SJSO Mobile Command – Portable 2	3955 Lewis Speedway					
SJSO Clandestine Trailer Portable	3955 Lewis Speedway					
SJSO Crisis Negotiation	3955 Lewis Speedway					
SJSO Work Release Cent	4025 Lewis Speedway					
Utility Administration Bu	1205 State Road 16					
Anastasia Island WWTP	860 W 16th Street					
Anastasia Island WWTP	860 W 16th Street					
SR 16 WWTP	3000 Industry Center R					
SR 207 WWTP	4428 Golf Ridge Drive					
Marsh Landing WWTP	166 Marsh Cove Drive					
Players Club WWTP	5250 Palm Valley Road					
Sawgrass WWTP	10042 Sawgrass Drive					
Innlet Beach WWTP	605 Palmera Drive					
SR 16 Reuse Booster Sta	3000 Industry Center R					
CR 214 WTP 1	2160 Water Plant Road					
CR 214 WTP 2	2160 Water Plant Road					
CR 214 WTP Portable	2160 Water Plant Road					
214 Water Well TR#45	2160 Water Plant Road					
214 Water Well TR#46	2160 Water Plant Road					
214 Water Well TR#47	2160 Water Plant Road					
214 Water Well TR#48	2160 Water Plant Road					
214 Water Well TR#49	2160 Water Plant Road					
NE WTP	326 Van Gogh Circle					
NW WTP	3390 International Golf					
NW Water Reclamation I	3450 International Golf					
Innlet Beach WTP	601 Palmera Drive					
Marsh Landing WTP	25570 Marsh Landing					
Plantation WTP	105 Tabby Lane					
Fruit Cove WWTP	797 Fruit Cove Dr. Eas					
Bartram Oaks WTP (port	412 treaty Oak Lane					
Plantation Well Site #5	105 Tabby Lane					
Shore Drive Master Lift S	208 Shore Drive					
NW Master Lift Station	3390 International Golf					
Coquina Crossing Lift Sta	4560 Coquina Crossing					
St. Augustine Shores Mas Station	493 Domenico Circle					
Riverside Master Lift Sta	225 Riverside Blvd					
Whisper Creek Lift Static	528 Pointed Creek Dr					
LS Portable	2100 Arc Drive					
LS Portable	2100 Arc Drive					
Fox Creek Stormwater	1686 Brian Way	W				
SJC Courthouse	4010 Lewis Speedway					
SJC Administration	500 San Sebastian Viev					
NW Annex	725 Flora Branch Blvd					
Ponte Vedra Annex	99 N Palm Valley Road					
SE Annex	6685 US 1 South					
Courthouse Administratic	4020 Lewis Speedway					
SJC Permit Center	4040 Lewis Speedway					

EXHIBIT "A" QUARTERLY & ANNUAL PRICE PER UNIT LIST (cont).

Facility	Address	Under Warranty	Quarterly Maintenance Inspection Price per Unit	Quarterly Maintenance Inspection Price x 3 Inspections per Year Total	Annual Maintenance Inspection Price per Unit	Grand Total for All Inspections per Unit
SJC Tax Collectors	4030 Lewis Speedway					
SJC Central Receiving	4010 B Lewis Speedwa					
SJC Health & Human Ser Building	200 San Sebastian Viev					
Pacetti Bay Middle Schoo	245 Meadow Lark Lan					
SJC Emergency Operatio Center	100 EOC Drive					
SJC Emergency Operatio Center	100 EOC Drive					
Ag Center	3125 Agricultural Drive					
Wind Mitigation Center	3125 Agricultural Drive					
Hastings Community Cer	6195 S Main Street					
SJC Medical Examiners O	4501 Avenue A					
SJC Fire Service Adminis	3637 Gaines Road					
SJC Fire Station 1	130 Canal Blvd					
SJC Fire Station 2	1120 Sheffield Road					
SJC Fire Station 3	6010 SR 13 N					
SJC Station 4 pull behind	3400 CR 208					
SJC Fire Station 5	200 St. Augustine Sout					
SJC Fire Station 8	7985 Morrison Blvd					
SJC Fire Station 14	1255 W King Street					
SJC Fire Station 15	290 Pine Island Road					
SJC Fire Station 16	235 Murabella Parkway					
SJC Fire Station 17	10001 Cartwheel Bay A					
SJC Fire Station 18	1055 Crosswater Parkw					
Stratton Road Transfer St	250 N Stratton Road					
Tillman Ridge	3005 Allen Nease Road					
Tillman Mobile Unit	3005 Allen Nease Road					
SJC Fairgrounds	5840 SR 207					
SJC Equestrian Center	8200 Smith Road					
Flagler Estates (Tower)	9685 Light Avenue	W				
AG Center (Tower)	3057 Agricultural Cent	W				
Onion Patch (Tower)	1762 Borrow Pit Road	W				
Old Moultrie Road (Towe	1555 Old Moultrie Road	W				
Sampson (Tower)	10005 Cartwheel Bay A	W				
Bakersville (Tower)	5885 CR 208	W				
Armstrong (Tower)	6245 SR 207	W				
Watson Road (Tower)	5125 Crescent Technic	W				
12 Mile (Tower)	235 N Stratton Road	W				
Faver Dykes (Tower)	9355 US 1 S	W				
Ponte Vedra (Tower)	5430 Palm Valley Road	W				
SJSO – Water Plant Rd	Water Plant Road					
Road & Bridge	1625 State Road 16					
Public Works Facility	2750 Industry Center R					
Council On Aging	2595 Old Moultrie Road					
EOC Portable – Whisper	100 EOC Drive					
EOC Portable – Zabatt G	100 EOC Drive					
Hastings WWTP	900 North Main Street					
Hastings WTP	102 South Dancy Aven					
LS#1 Main Street	603 North Main Street					
LS#2 Ball Field	East Essex @ Beaman					
LS#3 Youth Facility	765 East St. Johns					
Tillman Lechate	3005 Allen Nease Rd	W				
NW WWTP	3450 International Golf					

Total Price Bid for all Units (as designated above for the Grand Total of all inspections per unit):	
Parts Mark-Up:	
Straight Time Hourly Rate:	
Time & One-Half Hourly Rate:	
Annual Pre-Payment % Discount:	
Quarterly Pre-Payment % Discount:	

BID NO: 18-73 **COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**
GENERATOR LIST EXHIBIT "B"

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
SJSO Administration	4015 Lewis Speedway	1600 diesel	Cummins 300 kw	300 DFCB-5738230	J050839947	
SJSO Detention Annex	4025 Lewis Speedway	500 diesel	Cummin 67kw	Dgdb-5739829	1050828546	
SJSO Outback Unit	3955 Lewis Speedway	3400 diesel (2011)	Caterpillar 600kw	LC7	G7A03557	
SJSO Jail	3955 Lewis Speedway	2000 diesel	Caterpillar 500 kw	SR4	4R100699	
SJSO Evidence	4015 Lewis Speedway	Natural Gas	Generac 300kw	SG230	3003436135	(W)
SJSO Law Enforcement	4075 Lewis Speedway	Natural Gas	Kohler Natural Gas 50 kw	50REZGB	SGM32KCGC	
SJSO Aviation	455 Hawkeye View Lane	250 diesel	Onan 150 kw	150.DOVE	J860847589	
SJSO Ag Center	3125 Agricultural Drive	250 propane	Generac 25 kw	50401	4038595	
SJSO Radio Shack	4425-B Avenue A	500 diesel	Multiquip 20 kw	DCA25SSIU	3762760	
SJSO Comm Ctr	4455 Avenue A	2000	Caterpillar 500 kw	SR4	5NA10411	
SJSO Mobile Command Center - Portable	3955 Lewis Speedway	N/A	12.5 kW	12.5 HDKCB 11506B	E070062679	
SJSO Mobile Command Center - Portable	3955 Lewis Speedway	N/A	12.5 kW	12.5 HDKCB 11506B	F070073049	
SJSO Clandestine Trailer Portable	3955 Lewis Speedway	7 gal diesel	10 kW	Kubota 11000	756480	
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	30 gal diesel	Onan 10 kW	10HDCAA11506D	0273565943	
SJSO Work Release Center	4025 Lewis Speedway	Natural Gas	Generac 130 kW Natural Gas Fired	G130LG2	GXC02632	
Utility Admin Bdlg	1205 State Road 16	3400 diesel	Caterpillar 750 kW	C27	GDS00424	
Anastasia Island WWTP 1	860 W. 16th Street	4000 diesel	Cummins 750 kw	DQFAA-7514907	L080224892	
Anastasia Island WWTP 2	860 W. 16th Street	2000 diesel	Caterpillar 750 kw	3508	23Z00849	
SR 16 WWTP	3000 Industry Center Dr	1500 diesel	Caterpillar 500 kw	3412	FNA 09951	
SR 207 WWTP	4428 Golf Ridge Drive	1500 diesel	Caterpillar 300 kw	3406	6BA01077	
Marsh Landing WWTP	166 Marsh Cove Drive	2000 diesel	Caterpillar 300 kw	3406	4PM0027	
Players Club WWTP	5250 Palm Valley Road	2000 diesel	Caterpillar 175 kw	3208T	30A02212	
Sawgrass WWTP	10042 Sawgrass Drive	10000 diesel	Caterpillar 750 kw	3412	2WJ02097	
Inlet Beach WWTP	605 Palmera Drive	2000 diesel	Generac 200 kw	RN2003SF	6616260200	
SR 16 Reuse Booster	3000 Industry Center Road	600 diesel	Cummins 125 kw	DSGAB6308531	6100178640	

GENERATOR LIST EXHIBIT "B" Cont.

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
CR 214 WTP 1	2160 Water Plant Rd	1500 diesel	Caterpillar 800kw	SR4	5UAO1431	
CR 214 WTP 2	2160 Water Plant Rd	8000 diesel	Caterpillar 1500kw	3512	G6J00163	
CR 214 WTP portable	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66L SDA00227	
214 Water well TR#45	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	SR4	5UAO1431	
214 Water well TR#46	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66A SDA00274	
214 Water well TR#47	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66H SDA00245	
214 Water well TR#48	2160 Water Plant Rd	240 diesel	Caterpillar 125kw	D125-6	CAT00C66K SDA 00222	
214 Water well TR#49	2160 Water Plant Rd	1500 diesel	Caterpillar 500kw	SR-4	6DAO2586	
NE WTP	326 Van Gogh Circle	4000 diesel	Caterpillar 500kw	3412	81Z25402	
NW WTP	3390 International Golf Parkway	6000 diesel	Caterpillar 1000kw	C32	5NA09951	
NW Water Reclamation Facility	3450 International Golf Parkway	8000 diesel	Cummins 1500 KW	DQGAB-A051B839	L140780796	
Inlet Beach WTP	601 Palmera Drive	2000 diesel	Caterpillar 350kw	3406	4RG01521	
Marsh Landing WTP	25570 Marsh Landing Pkwy	2000 diesel	Caterpillar 300kw	3408	67403696	
Plantation WTP	105 Tabby Lane	1000 diesel	Caterpillar 500kw	3412	136-6634	
Fruit Cove WWTP	797 Fruit Cove Dr. East	150 diesel	Kohler 60kw	60R0ZJ	1) T04039T413026 2) 4039TF001 3) 331057	
Bartram Oaks WTP - Portable	412 Treaty Oak Lane	500 diesel	Caterpillar 80 kW	D80-6	D4B02974	
Plantation Well site #5	105 Tabby Lane	150 diesel	Olympian 75kw	D75P3	F6130A-001	
Shore Dr Master LS	208 Shore Dr	1500 diesel	Caterpillar 250kw	C9	G5AQ4878	
NW Master LS	3390 International Golf Parkway	1100 diesel	Cummins 350kw	NTA-855-G2	NTA855G	
Coquina Crossing LS1	4560 Coquina Crossing Dr	500 diesel	Olympian 100kw	D100P1	OLY00000ANPS01211	
SA Shores Master LS	493 Domenico Cir	500 diesel	Olympian 75kw	D75P3	NFP00162	
Riverside Master LS	225 Riverside Blvd	500 diesel	Olympian 125kw	D125 P1	OLY00000JNAT00660	
Whisper Creek Lift Station	528 Pointed Creek Dr	930 diesel	Caterpillar 250 KW	C9	C9E00823	
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 100kw	3116 DT	INJ00965	
LS Portable	2100 ARC Dr	240 diesel	Caterpillar 200kw	200P3	OLY00000ENNS02312	
Fox Creek Stormwater	1686 Brian Way	3000	Caterpillar 350kw	LCS	G6B16676	(W)

GENERATOR LIST EXHIBIT "B" Cont.

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
Courthouse *	4010 Lewis Speedway	2000	Caterpiller 720kw	3412	4BZ01480	
SJC Administration	500 San Sebastian View	8670	Cummins 2.18mw	QSKTA60-GE	D593008GX03	
NW Annex	725 Flora Branch	1000	Caterpillar 250kw	3306	2AJ00842	
Ponte Vedra Annex	99 N Palm Valley Road	200 Gal Diesel	Generac 30kw	97A01922-S	2034213	
SE Annex	6685 US 1 South	800	Cummins 150kw	DSGAC-5937545	J070121823	
Courthouse Administration	4020 Lewis Speedway	2100	Cummins 400kw	DFCE-5738229	H050820872	
Permit Center	4040 Lewis Speedway	2000	Caterpillar 800kw	3412	TFT0077	
Tax Collectors	4030 Lewis Speedway	1000	Caterpillar 400kw	3406	KPS00712	
Central Receiving	4010 B Lewis Speedway	300 propane	Generac 20Kw	00591-6	3091097	
Health & Human Services Building	200 San Sebastian View	5700 diesel	Generac 1250kW	IDLC1250-2MU	P1412160005	
Pacetti Bay Middle School	245 Meadow Lark Lane	1038	Caterpillar 500kw	C18	EST00211	
SJC EOC	100 EOC Drive	4000	Kohler 500 kw	500REOZVB	2237300	
Emergency OperationsCenter	100 EOC Drive	4000 diesel	Magnum Mobilite 20kW	334CSA3028	827285	
AG Center	3125 Agricultural Dr.	1165	Olympian 200kw	D200P4	ENNS01015	
Wind Mitigation	3125 Agricultural Dr.	500	Olympian 75kw	D75P15	0LY00000ENP501813	
Hastings Comm Center	6195 S Main Street	300	Generac 100kw	D100P1	OYL00000PNPS00570	
Medical Examiners	4501 Avenue A	750	Olympian 125kw	D125P2	TNPS01975	
SJC Fire Serv. Admin.	3657 Gaines Road	2000	Kohler 650kw	650REOZDC	2162390	
Station 1	130 Canal Blvd	250 Gal	Olympian 80KW/208-120	G8OF3	OLY00000KNGD01452	
Station 2	1120 Sheffield Road	750 Gal	Generac 15KW/240/120	0041881	3533227	
Station 3	6010 SR 13 N	330 Gal	Generac 15KW/240/120	0041881	3533231	
Station 4 pull behind	3400 CR 208	est. 30 gallons	Generac 25kw	04058	3118986	
Station 5	200 St Aug South Drive	600 Gal	Generac 240/120 Volts	052430	4497056	
Station 8	7985 Morrison Blvd.	500 Gal	Generac 80KW/208-120	QT08054GVSN	4376717	
Station 14	1255 W. King Street.	750 Gal	Olympian 125KW/208/120	93A04597S	2010344	
Station 15	290 Pine Island Road.	NA	Cummins 67KW/480/277	GGHH-6389632	A110181186	

GENERATOR LIST EXHIBIT "B" Cont.

Facility	Address	Tank size	Generator Size	Model#	Serial #	Under Warranty
Station 16	235 Murabella Parkway	NA	Olympian 208/120 Volts	OLY00000ANGG00 123	20231030WDG646	
Station 17	10001 Cartwheel Bay Ave.	250 Gal	Olympian 240/120 Volts	G75F3S	OLY00000HNFC0237	
Station 18	1055 Crosswater Parkway	500	Generac 100 kW	SG0100GG1890V18	9487756	
Stratton Rd Transfer Station	250 N Stratton Rd	250 gal	Caterpillar 46.6kw	D50-S	M2A02217	
Tillman Ridge	3005 Allen Nease Road	300	Caterpillar 80kw	D125-6	CAT00C66JN6D01602	
Tillman Unit Mobile	3005 Allen Nease Road	50	Onan 50kw	40DGBC	C960600092	
Fairgrounds	5840 S R 207	1000	Caterpillar 200kw	3306	46BH8502	
Equestrian Center	8200 Smith Road	250 gal	Generac 11kW (LP)/10kW (NG)	522440	4400819	
Flagler Estates Tower	9685 Light Ave	1500 LP	80KW	G80LG2	GXCO1690	(W)
AG Center Tower	3057 Agricultural Center Dr	2500 LP	130KW	G130LG2	GXCO1701	(W)
Onion Patch Tower	1762 Borrow Pit Road	1500 LP	80KW	G80LG2	GXCO1691	(W)
Old Moultrie Tower	1555 Old Moultrie Road	1500 LP	80KW	G80LG2	GXCO1699	(W)
Sampson Tower	10005 Cartwheel Bay Ave	NG	130KW	G130LG2	GXCO1700	(W)
Bakersville Tower	5885 County Road 208	1500 LP	80KW	G80LG2	GXCO1694	(W)
Armstrong Tower	6245 State Road 207	NG	80KW	G80LG2	GXCO1698	(W)
Watson Rd Tower	5125 Crescent Technical Ct	1500 LP	80KW	G80LG2	GXCO1687	(W)
12 Mile Tower	235 N Stratton Rd	1500 LP	80KW	G80LG2	GXCO1696	(W)
Faver Dykes Tower	9355 US 1 S	NG	80KW	G80LG2	GXCO1693	(W)
Ponte Vedra Tower	5430 Palm Valley Rd	1000 LP	80KW	G80LG2	GXCO1695	(W)
SJSO Water Plant Rd	Water Plant Rd	500 gal	Generac 500KW	50401	4038595	(W)
Road & Bridge	1625 Industry Ctr	500	Caterpillar 115 kw	SR 4	GJA01012	
Public Works Facility	2750 Industry Center Road	750	Generac 500kW	S500	3002253171	
Council on Aging Transit Center	2595 Old Moultrie Rd	500 gal	Kohler 50kW	50REOZJC	2285409	
EOC Portable – Whisper Watt	100 EOC Drive	30	22KW	DCA25SSIU	3762760	

GENERATOR LIST EXHIBIT "B" Cont.						
Facility	**Address**	**Tank size**	**Generator Size**	**Model#**	**Serial#**	**Under Warranty**
EOC Portable – Zabatt GNI	100 EOC Drive	150	30KW	PAD30MSUD	0046050	
Hastings WWTP	900 North Main Street	200 diesel	Onan 125 KW	125DGEA	D960602880	
Hastings WTP	102 South Dancy Avenue	180 diesel	Onan 125 KW	125DGEA	D960602881	
LS#1 Main Street	603 North Main Street	100	SDMO 24 KW	T20UCM	T20UCM06015858	
LS#2 Ball Field	East Essex @ Beaman Avenue	500 gal	SDMO 40 KW	T20UCM	T20UCM	
LS#3 Youth Facility	765 East St. Johns	500 gal	Katolight 40KW	D40FJ4	648551 87990-0303	
Tillman Lechate	3005 Allen Nease rd	275	Kohler 60KW	60EOZK	SGM32KKMT	(W)
NW WWTP	3450 International Golf Pkwy	8000 Gals	1500 KW	DQGAB	L140780796	

- (W) Generator under warranty.
- Courthouse unit is on power curtailment with load shed.
- All Generators and transfer switches are currently fully operational.

BID NO: 18-73

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

BID NO: 18-73

CORPORATE/COMPANY

Full Legal Company Name:_____(Seal)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

By:_____ _____
Signature of Authorized Representative (Name & Title typed or printed)

Address:_____

Telephone No.: (___)_____ Fax No.: (___)_____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number:_____ DUNS #: _____
(if applicable)

INDIVIDUAL

Name:_____
(Signature) (Name typed or printed) (Title)

Address:_____

Telephone No.: (___)_____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

Official County Bid Form
Attachment "A" – Affidavit
Attachment "B" – Certificate as to Corporate Principal
Attachment "C" – License/Certification List
Attachment "D" – List of Availability of Units
Attachment "E" – Conflict of Interest Disclosure Form
Attachment "F" – Drug-Free Workplace Form
Attachment "G" – Proof of Insurance
Attachment "H" – Claims, Liens, and Litigation History
Attachment "I" – List of Proposed Sub-Contractors
Attachment "J" - Lobbying Certification
Attachment "K" - Government-Wide Debarment and Suspension (Non-Procurement) Certification
Attachment "L"- Buy American Certification
Attachment "M" – Acceptance of Federal Clauses Form
Bid Bond Form
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M" and Bid Bond (form must be completed if submitting through a Surety), along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 18-73

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

This 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 FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared_____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ _____ (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 18-73; Countywide Generator Maintenance and Services, in St. Johns County, Florida.

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 Bidder has no financial interest in the firm of another bidder 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, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

_____
(Bidder)

By:_____

_____
(Title)

Sworn and subscribed to me this _____ day of_____, 20____.

Notary Public:

_____
Signature

_____
Printed

My commission Expires:_____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 18-73

ATTACHMENT "B"

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____

Secretary Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by _____to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20___, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

BID NO: 18-73

ATTACHMENT "C"

LICENSE/CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

BID NO: 18-73

ST. JOHNS COUNTY, FL
COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "D"
AVAILABILITY OF UNITS

Vendors shall insert the requested information in the table below. If more space is needed, please label additional pages as Attachment "D", and attach here to in each copy of the submitted Bid Package.

Generator Size	Tank Size	Quantity	Rental Fee Per Unit
			$
			$
			$
			$
			$
			$
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			$

BID NO: 18-73

ATTACHMENT "E"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: **Bid No: 18-73: Countywide Generator Maintenance and Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

BID NO: 18-73

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

_____
Signature

_____
Date

BID NO: 18-73

ATTACHMENT "G"

PROOF OF INSURANCE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

BID NO: 18-73

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes_____ No_____ If yes, please attach additional sheet(s) to include:

   Description of every action Captions of the Litigation or Arbitration

   Amount at issue: _____ Name (s) of the attorneys representing all parties:

   _____

   Amount actually recovered, if any: _____

   Name(s) of the project owner(s)/manager(s) to include address and phone number:

   _____

2. List all pending litigation and or arbitration.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

   _____

   _____

   _____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

   Yes_____ No_____ If yes, please explain in detail:

   _____

   _____

   _____

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No_____ If no, please explain why? _____

   _____

   _____

   _____

7. List the status of all pending claims currently filed against your company:

   _____

   _____

   _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes_____ No_____ If yes, please explain in detail: _____

   _____

   _____

(Use additional or supplemental pages as needed)

BID NO: 18-73

ATTACHMENT "I"

LIST OF PROPOSED SUB-CONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTORS

BID NO: 18-73

ATTACHMENT "J"

LOBBYING
31 U.S.C. 135249
CFR Part 1949
CFR Part 20

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The **CONTRACTOR**, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT "K"

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29
Executive Order 12549

Applicability to Contracts
Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over $100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down
CONTRACTOR's are required to pass this requirement on to subcontractors seeking subcontracts over $100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over $100,000.

The **CONTRACTOR** certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE CONTRACTOR_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THE PROVISIONS APPLICABLE THERETO.

_____ _____
Signature of Contractor's Authorized Official Date

_____
Typed Name and Title of Contractor's Authorized Official

ATTACHMENT "L"

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

The **CONTRACTOR** agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offer must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____
Signature _____
Company Name _____
Title _____

BID NO: 18-73

ATTACHMENT "M"

ACCEPTANCE OF FEDERAL CLAUSES FORM

8/30/2018

To: Bidders

From: St. Johns County BOCC

Subject: Acceptance of Federal Clauses

This purchase shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to: No government obligation to third parties; Program fraud and false or fraudulent statements and related acts, 31 U.S.C. 3801 et seq., 49 CFR part 31 18 U.S.C. 1001, 49 U.S.C. 5307; Access to records and reports, 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17; Federal changes, 49 CFR part 18; Disadvantaged Business Enterprise (DBE), 49 CFR part 26; Termination, 49 U.S.C. part 18 FTA circular 4220.1F.

Date:_____

Signature:_____

Title: _____

Company Name: _____

BID NO: 18-73

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars ($_____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20___.

For
Countywide Generator Maintenance and Services

St. Johns County, Florida

NOW THEREFORE,

(a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

(b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO: 18-73

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

_____

_____

_____

_____
PRINCIPAL:

_____
NAME OF FIRM:

_____
SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

_____
TITLE

_____
BUSINESS ADDRESS

_____
CITY STATE

WITNESS:

_____

_____
SURETY:

_____
CORPORATE SURETY

_____
ATTORNEY-IN-FACT (AFFIX SEAL)

_____
BUSINESS ADDRESS

_____
CITY STATE

_____
NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

Bid No: 18-73; Countywide Generator Maintenance and Services

MINIMUM SPECIFICATIONS & CONDITIONS

Introduction

There are approximately one hundred four (104) fixed generators with storage tanks and portable generators currently in operations at various locations throughout St. Johns County, which can contain up to approximately eighty thousand (80,000) gallons of diesel fuel as required to serve the needs of the County. Fuel capacity varies among the storage tanks and portable generators from thirty (30) gallons to ten thousand (10,000) gallons.

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.

Access to County Property and Generators

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.

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.

The County handles all of the FDEP requirements for the fuel storage tanks in house.

Rental Fees

Any and all fees and/or charges associated with the Contractor providing Rentals for 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.

Rental fees are for prime use. The unit of time that shall be used is day. The rental 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. Rental shall be for deployment at any time (normal business hours, after-hours, weekends, and holidays).

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.

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" – List of Availability of Units provided herein.

Routine Maintenance & Repair

The Contractor shall be responsible for routine maintenance and repair of 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.

County Facilities Management staff 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, and to perform the regular checks of the units to verify inspections and maintenance services performed by the Contractor.

I. Quarterly Maintenance & Inspection:

a. The Contractor shall provide quarterly inspections and preventive maintenance services of all equipment at the indicated locations. Testing and adjusting of the equipment shall be performed on-site. The Contractor shall perform the following quarterly maintenance services on all 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 record;
(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 for leaks, repair or replace 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 and service oil bath air cleaner as needed (where applicable);
(3) 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;
(8) Check ammeter for discharging while cranking;

(9) Check ammeter for full charge at start-up.

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 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 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) only if necessary due to defect, or malfunction, but the components must be replaced at a minimum of once every other year;
(2) Replace points (where applicable) only if necessary due to defect, or malfunction, but the components must be replaced at a minimum of once every other year;
(3) Replace condenser (where applicable) only if necessary due to defect, or malfunction, but the components must be replaced at a minimum of once every other year;
(4) Replace rotor (where applicable) only if necessary due to defect, or malfunction, but the components must be replaced at a minimum of once every other year;
(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 cranker 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) 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;
(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.

IV. Warranted Equipment

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. If the delay in repair is caused due to the unavailability of parts or other circumstances within the Contractor's control, charges for the portable rental unit shall be the responsibility of the Contractor after the first 72 hours from time of set up.

d. 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.

e. 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. All repairs and replacement parts shall be priced and approved by the County prior to performance of services. Approval of emergency repairs discovered after regular business hours shall be made verbally, onsite by the assigned Property 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 cost proposal for the repair. No work other than the approved repair shall be performed by the Contractor without prior approval by the County.

   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. Charges for the rental unit beyond 72 hours shall be the responsibility of the Contractor, as outlined in section V, subsection c.

   iii. For all repairs, the County shall have the option to solicit additional quotes or to bid out the repair.

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. 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.

i. The cost of the replacement/repair parts shall be in accordance with the following:
   (1) Cost shall not exceed the cost for replacing the entire unit;
   (2) 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.

The Respondents shall submit the proposed markup price for parts on Exhibit "A" Quarterly and Annual Price per Unit List provided herein.

Cummins Power South is the only authorized company to access and perform certain software based diagnostic tests on Onan (Cummins) generators. 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.

If and when a generator or switchgear fail and requires replacement and the necessary work requires permitting and electrical work, the Contractor shall be responsible to have a licensed Electrical Contractor perform the necessary services.

The Contractor shall have a license Liquid Petroleum Gas Specialty Installer perform the services to replace or repair gaseous fuel systems.

Common Requirements 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 assigned Property Manager or his/her designee 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.

II. Inventory of Equipment

a. The list of equipment on the Generator List Exhibit "B" provided herein is the County's current inventory of operational generator systems. The Contractor shall maintain the inventory when performing scheduled maintenance of all equipment. Any time 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.

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, 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. The Contractor shall prorate invoices based on the date that a unit is removed from the contract.

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.

f. 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.

g. Replacement of units damaged by lightning, natural disasters or other Acts of God shall be the responsibility of the County.

IV. Background Checks

The awarded Contractor shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.

B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.

C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.

The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

V. 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. 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.

c. 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.

d. 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.

e. 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.

f. 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.

VI. 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.

a. The Contractor shall submit a report of each inspection performed within 10 consecutive calendar days of said inspection. Report shall be submitted to the assigned Property Manager.

VII. Payment

The Contractor shall invoice the County according to the schedule that is developed upon award of a 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 Exhibit "A" provided herein.

Fuel Polishing Services

The County shall be solely responsible for determining whether or not and fuel storage tank or portable generator included under this Contract requires fuel polishing services by the Contractor. If, at any time, it is determined by the County that the diesel fuel stored in any of the tanks or portable generators requires fuel polishing, the Contractor shall be required to perform the necessary services as stated below.

The Contractor shall submit a written pricing proposal for fuel polishing services at the time the services are requested by the County for any location. The Contractor shall include a breakout of pricing for fuel polishing, tank cleaning, fuel sampling and analysis, application of fuel treatment, and all other required services, in the submitted pricing proposal. The proposal shall also contain any alternative methods for fuel polishing proposed by the Contractor.

Upon review and approval of the proposal by the Administrative Manager of Facilities Management, and relevant SJC Department Representative, the Contractor shall be provided written approval to perform the work.

It shall be the Contractor's responsibility to coordinate the work with the County Facility where the storage tank or portable generator is located so as to minimize interference with County Staff and services.

Upon completion of the work, the Contractor shall submit an invoice for the fuel polishing services to the Building Operations Division for payment.

The Contractor shall provide any and all supplies, materials, parts, tools, meters, manuals and equipment necessary to perform fuel polishing services on any of the storage tanks or portable generators referenced above. The Contractor may use one of the methods stated below to polish the fuel in the County's fuel storage tanks and portable generators.

Method 1:
The Contractor shall remove the diesel fuel from the storage tank, filtering the fuel as it is removed. Filtered diesel fuel shall be placed in a clean storage container until the fuel tank is fully cleaned. The Contractor shall separately remove all sludge, water, grime, and contaminated diesel from the bottom of the tank after removing all of the diesel fuel. The Contractor shall then return the fuel to the empty tank, filtering the fuel a second time during the transfer.

The Contractor shall extract a sample of the polished fuel for analysis. If the condition of the polished fuel is satisfactory, the Contractor shall place the proper amount of diesel additive/treatment to the fuel tank. If the condition of the polished fuel is not satisfactory, the Contractor shall repeat the polishing process until the analysis of the polished fuel is satisfactory.

Method 2:
The Contractor shall remove all contents of the storage tank to be mechanically filtered and separated to remove the sludge, water, grime and contaminated diesel and returned to the tank. The Contractor shall then extract a fuel sample from the polished fuel for analysis. If the condition of the polished fuel is satisfactory, the Contractor shall place the proper amount of diesel additive/treatment to the fuel tank. If the condition of the polished fuel is not satisfactory, the Contractor shall repeat the polishing process until the analysis of the polished fuel is satisfactory.

After achieving a satisfactory fuel sample report, the Contractor shall treat the polished fuel with a specified amount of industry/generator manufacturer-approved fuel additive. This additive must include biocide to deter microbial growth and stabilizer to deter fuel degradation. The additive shall meet or exceed all manufacturers' recommendations. Additives to be used in Caterpillar generators shall be handled exactly as specified in the manual for each model generator, with no exceptions.

The Contractor may propose alternative methods for fuel polishing at the time the request for these services is sent by the County. The County shall review proposed alternative methods as submitted by the Contractor. The County shall be solely responsible for determining whether or not an alternative method is acceptable, and shall provide acceptance of any alternative method in writing.

In addition to the fuel polishing methods stated above, the County may require the Contractor to clean the inside of the storage tank or portable generator if necessary. This shall include the cleaning of all interior walls/sides of the tank with the appropriate cleaning products, chemicals, and degreasers, etc. These cleaning agents shall be completely removed from the fuel tank by the Contractor prior to returning the polished fuel being returned to the tank.

FEDERAL TRANSPORTATION AUTHORITY

The work performed under this contract will be financed through a grant provided under programs of the Federal Transit Administration. Those requirements and conditions are outlined in the Federal Transportation Authority included in the bid documents. Upon entering into a contract, the contractor agrees to adhere to all federal requirements as noted in the Federal Clauses.

Each Bidder must complete Attachments "J", "K", "L", and "M", provided herein.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1) The purchaser and **CONTRACTOR** acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, **CONTRACTOR**, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The **CONTRACTOR** agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The **CONTRACTOR** acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the **CONTRACTOR** to the extent the Federal Government deems appropriate.(2) The **CONTRACTOR** also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The **CONTRACTOR** agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

In accordance with 49 C.F.R. 633.17, the **CONTRACTOR** agrees to provide the purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor , access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

FEDERAL CHANGES
49 CFR Part 18

The **CONTRACTOR** shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (6) dated October, 1999) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. **CONTRACTOR's** failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights
The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the **CONTRACTOR** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the **CONTRACTOR** agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the **CONTRACTOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the **CONTRACTOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the

CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) The **CONTRACTOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.

49 CFR Part 18 The **CONTRACTOR** agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination

49 U.S.C.Part 18
FTA Circular 4220.1E

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Termination for Convenience (General Provision) The **COUNTY** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to St. Johns County to be paid the Contractor. If the Contractor has any property in its possession belonging to St. Johns County, the Contractor will account for the same, and dispose of it in the manner St. Johns County directs.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29
Executive Order 12549

Applicability to Contracts
Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over $100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down
CONTRACTOR's are required to pass this requirement on to subcontractors seeking subcontracts over $100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over $100,000.

The **CONTRACTOR** certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

The **CONTRACTOR** agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offer must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1D (also see Change 1)

Disputes
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **ST JOHNS COUNTY's** [Purchasing Director]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the **CONTRACTOR** mails or otherwise furnishes a written appeal to St. Johns County Administration In connection with any such appeal, the **CONTRACTOR** shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the St. Johns County Administration shall be binding upon the **CONTRACTOR** and the **CONTRACTOR** shall abide be the decision.

Performance During Dispute
Unless otherwise directed by **ST JOHNS COUNTY**, the **CONTRACTOR** shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between **ST JOHNS COUNTY** and the **CONTRACTOR** arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which **ST JOHNS COUNTY** is located.

Rights and Remedies
The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by **ST JOHNS COUNTY**, or **CONTRACTOR** shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING
31 U.S.C. 135249
CFR Part 1949
CFR Part 20

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to

file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The **CONTRACTOR** agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The **CONTRACTOR** also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The **CONTRACTOR** also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

DAVIS-BACON ACT
40 USC &167; 276a -276a-5 (1998)
29 CFR § 5 (1999)

(1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the **CONTRACTOR** and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records

accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the **CONTRACTOR** and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the **CONTRACTOR** and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the **CONTRACTOR**, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advice the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the **CONTRACTOR** shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the **CONTRACTOR** does not make payments to a trustee or other third person, the **CONTRACTOR** may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the **CONTRACTOR,** that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the **CONTRACTOR** to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding**

THE COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the **CONTRACTOR** under this contract or any other Federal contract with the same prime **CONTRACTOR**, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the **CONTRACTOR** or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the **COUNTY** may, after written notice to the **CONTRACTOR**, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) **Payrolls and Basic Records**

(i) Payrolls and basic records relating thereto shall be maintained by the **CONTRACTOR** during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the **CONTRACTOR** shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The **CONTRACTOR** shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [**CITY OF OCALA**] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime **CONTRACTOR** is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the **CONTRACTOR** or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations, 29 CFR Part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the **CONTRACTOR** or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and Section 231 of title 31 of the United States Code.

(iii) The **CONTRACTOR** or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the **CONTRACTOR** or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the **CONTRACTOR**, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the **CONTRACTOR** as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a **CONTRACTOR** is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the **CONTRACTOR** will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the

predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the **CONTRACTOR** will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements

The **CONTRACTOR** shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract. (6) **Subcontracts**

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime **CONTRACTOR** shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination: Debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a **CONTRACTOR** and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the **CONTRACTOR** (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility**

(i) By entering into this contract, the **CONTRACTOR** certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. §§ 327 -333 (1999)
29 C.F.R. § 5 (1999)
29 C.F.R. § 1926 (1998)

Pursuant to Section 102 (Overtime):

(These clauses are specifically mandated under DOL regulation 29 C.F.R. § 5.5 and when preparing a construction contract in excess of $2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses

(1) **Overtime Requirements**

No **CONTRACTOR** or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the clause set forth in paragraph (1) of this section the **CONTRACTOR and** any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such **CONTRACTOR** and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for Unpaid Wages and Liquidated Damages**

St Johns County, the recipient of federal funds, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **CONTRACTOR** or subcontractor under any such contract or any other Federal contract with the same prime **CONTRACTOR**, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime **CONTRACTOR**, such sums as may be determined to be necessary to satisfy any liabilities of such **CONTRACTOR** or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (2) of this section.

(4) **Subcontracts**

The **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

(5) Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the **CONTRACTOR** during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the **CONTRACTOR** shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. **CONTRACTOR's** employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Section 107 (OSHA):

Contract Work Hours and Safety Standards Act

(i) The **CONTRACTOR** agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the **CONTRACTOR** agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The **CONTRACTOR** also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor". The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding $100,000, FTA may accept

the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the **CONTRACTOR** for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the **CONTRACTOR** for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from **CONTRACTOR's** are as follows:

(1) 50% of the contract price if the contract price is not more than $1 million;

(2) 40% of the contract price if the contract price is more than $1 million but not more than $5 million; or

(3) $2.5 million if the contract price is more than $5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49
CFR Part 41

The **CONTRACTOR** agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The **CONTRACTOR** also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.
The **CONTRACTOR** agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

PRIVACY ACT
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements
The following requirements apply to the **CONTRACTOR** and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The **CONTRACTOR** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the **CONTRACTOR** agrees to obtain the express consent of the Federal Government before the **CONTRACTOR** or its employees operate a system of records on behalf of the Federal Government. The **CONTRACTOR** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The **CONTRACTOR** also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

St Johns County has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the US Department of Transportation (DOT), 49 CFR Part 26. The County has received Federal financial assistance from the DOT, and as a condition of receiving this assistance, the Count has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of the County to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT assisted contract. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law:
- To ensure that only forms that fully meet 49 CFR Part 26 eligibility standard are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

St Johns County has established a DBE participation GOAL of 6% for this project. This GOAL was determined by census data that shows Total Establishments using a NAICS code of 2381. This data was then compared against a list of qualified DBE firms obtained from the State of Florida's Equal Opportunity Office web site using the same NAICS code of 2381. If the bidder is DBE certified they must submit a state of Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Certification. If he bidder is not a DBE firm the contactor entering into an agreement for this project must meet the following criteria:

3. Achieve the DBE participation GOAL as specified **OR**
4. Submit documentation detailing the Good Faith Efforts made in researching potential DBE Firms

AMERICAN WITH DISABILITIES ACT (ADA)

Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1D (also see Change 1)

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D (also see Change 1), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

SEALED BID MAILING LABEL

BID NO: 18-73
Countywide Generator Maintenance & Services

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed BID"

SEALED BID • DO NOT OPEN

SEALED BID NO.:	**BID NO: 18-73**
BID TITLE:	**COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**
DUE DATE/TIME:	**By 2:00 P.M. – September 26, 2018**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Erin Edwards 500 San Sebastian View St St. Augustine FL 32084

END OF DOCUMENT

RING POWER CORPORATION PROPOSAL TO:

Company: City of Jacksonville - Public Buildings Division
Address: 555 West 44th Street
Jacksonville, FL 32208
Contact: Bob Upson, Facility Manager
Phone & Email: (904) 255-4333 / rupson@coj.net
Scope of work: Countywide Generator Maintenance & Services

Proposal Date: 02/27/2019
ATTACHMENT C

Based on St. Johns County, FL Countywide Generator Maintenance & Services Bid 18-73
Master Contract No. 18-MCC-RIN-09850

Item	Maximo	Facility	Address	Make	Model	KW	Serial Number	Quarterly Service Price	Quarterly Price X 3 Quarters	Annual Service Price	Total Quarterly & Annual Price	Monthly Billing Price
1	0104	City Hall at St James	117 N Duval Street	Caterpillar	3412	500	5NA10508	$ 230.00	$ 690.00	$ 1,178.00	$ 1,868.00	$ 155.67
2	0224	Communications Facility	1020 Superior Street	Caterpillar	DC100-2	100	100VNB700104	$ 200.00	$ 600.00	$ 898.00	$ 1,498.00	$ 124.83
3	0228	Community Transition Center (CTC)	451 Catherine Street	Caterpillar	Cummins 6BT	100	100R0Z271 (Package #)	$ 200.00	$ 600.00	$ 898.00	$ 1,498.00	$ 124.83
4	0833	Duval County Courthouse	501 W. Adams Street	Generac	1600REOZMB	1600	1600RE02MB (Package #)	$ 240.00	$ 720.00	$ 4,019.00	$ 4,739.00	$ 394.92
5	0216	Department of Health	1650 Boulevard or 515 6th St	Caterpillar	DG100-2	100	CATDG100KT3900189	$ -	$ -	$ 792.00	$ 792.00	$ 66.00
6	0438	East Yard RWSM & ML Admin. Bldg.	609 St Johns Bluff Road N	Gillette	SPID-1500-3-2E	150	HD-19-301	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
7	0319	Ed Austin Building	311 Monroe Street W	Caterpillar	SR4B	800	AER00495	$ 240.00	$ 720.00	$ 1,398.00	$ 2,118.00	$ 176.50
8	0792	Ed Ball Building Unit # 1	214 N Hogan Street	Caterpillar	SR4	1100	6PA00693	$ 240.00	$ 720.00	$ 2,841.00	$ 3,561.00	$ 296.75
9	0792	Ed Ball Building Unit # 2	214 N Hogan Street	Caterpillar	SR4	1100	6PA00692	$ 240.00	$ 720.00	$ 2,841.00	$ 3,561.00	$ 296.75
10	0442	Emergency Operations Center (EOC)	515 N Julia Street	Caterpillar	SR4	600	6AF10909	$ 230.00	$ 690.00	$ 1,372.00	$ 2,062.00	$ 171.83
11	0504	Equipment Control (West Yard)	2637 W. 1st Street	Baldor	IDLC200-3J	200	P1005170002	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
12	0311	Fleet Central Garage	2581 Commonwealth Avenue	Caterpillar	600	600	CAT00C18HNAW00811	$ 230.00	$ 690.00	$ 1,372.00	$ 2,062.00	$ 171.83
13	0415	Florida Theatre Building	128 E Forsyth Street	Generac	89A03458-S	40	889689	$ 200.00	$ 600.00	$ 792.00	$ 1,392.00	$ 116.00
14	0469	JFRD Storage	909 Haines Street	Generac	SD0150GG176.7D18HPYY	150	9554551	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
15	1117	JSO Marine Operations Facility	4301 Richard Denby Gatlin Rd	Onan	DSGAC-7628831	150	M11G262592-H110235715	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
16	0797	JSO Property Facility	829 Haines Street	Olympian	D200P4	200	OLY00000CNN501332	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
17	0170	Kennedy Center	1133 tonia Street	Caterpillar	3406	438	42R02455	$ 230.00	$ 690.00	$ 1,178.00	$ 1,868.00	$ 155.67
18	0356	Main Library	303 N Laura Street	Caterpillar	3512	1250	1KZ01321	$ 240.00	$ 720.00	$ 3,739.00	$ 4,459.00	$ 371.58
19	0318	Medical Examiners Office	2100 Jefferson Street N	Baldor	HCI534C1	400	M13G315084	$ 230.00	$ 690.00	$ 1,070.00	$ 1,760.00	$ 146.67
20	0422	North Yard Administration Building	4767 Moncrief Road	Generac	96404256-S	40	2029790	$ 200.00	$ 600.00	$ 792.00	$ 1,392.00	$ 116.00
21	2484	NW Quad Multi Facility Legends Center	5130 Soutel Drive	Generac	11734500100	600	2105340	$ 230.00	$ 690.00	$ 1,372.00	$ 2,062.00	$ 171.83
22	0323	Police Memorial Building Unit # 1	501 E Bay Street	Caterpillar	D398	500	572RSL4029	$ 230.00	$ 690.00	$ 1,178.00	$ 1,868.00	$ 155.67
23	0323	Police Memorial Building Unit # 2 (Roof)	501 E Bay Street	Caterpillar	C6.6	150	G5A0399	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
24	0337	Pretrial Detention Facility (PTDF)	500 E Adams Street	Caterpillar	SR4	1000	6NA01596	$ 240.00	$ 720.00	$ 2,841.00	$ 3,561.00	$ 296.75
25	0446	PWPB Maintenance Admin. Bldg.	555 W 44th Street	Baldor	IDLC250-3JU	250	PO910080003	$ 220.00	$ 660.00	$ 1,054.00	$ 1,714.00	$ 142.83
26	0650	South Yard Admin. Bldg.	2915 Parental Home Road	Caterpillar	96A04265-S	40	2029791	$ 200.00	$ 600.00	$ 792.00	$ 1,392.00	$ 116.00
27	0801	Supervisor of Elections	105 Monroe Street E	Caterpillar	D100-4	100	00C44CNCE00269	$ 200.00	$ 600.00	$ 898.00	$ 1,498.00	$ 124.83
28	2222	Supervisor of Elections (Imeson)	1 Imeson Park Boulevard	MTU	DS00180D6SRAK0574	180	374205-1-1-0614	$ 220.00	$ 660.00	$ 898.00	$ 1,558.00	$ 129.83
29	0103	Yates Building	231 E Forsyth Street	Kohler	100R0Z271	100	237009	$ 200.00	$ 600.00	$ 898.00	$ 1,498.00	$ 124.83
											$ 59,129.00	$4,927.42

Proposal and St Johns County Contract Specifications

Straight Time Labor Rate:	$99.00 / hour
Overtime Labor Rate:	$148.00 / hour
Non-Caterpillar Parts Mark-up:	25%
Caterpillar Parts Mark-up:	0%

All work will be performed during normal business hours unless otherwise agreed upon.

Ring Power Corporation
500 World Commerce Pkwy
St, Augustine FL

Date: February 27, 2019

To: Jim Lange
Contract Administration Coordinator City of Jacksonville

Subject: Piggybacking St. Johns County, FL Master Contract 18-MCC-RIN-09850 (Bid Number 18-73) for Countywide Generator Maintenance & Services

Mr. Lange,

Ring Power Corporation hereby extends to the City of Jacksonville the opportunity to Piggyback Bid/Award 18-73 and Master Contract Number 18-MCC-RIN-09850 dated November 15, 2018 between Ring Power Corporation and St. Johns County, FL for Countywide Generator Maintenance & Services through the initial contract term ending November 14, 2021 and a one (1) two-year renewal option as provided therein.

Ring Power Corporation will provide the City of Jacksonville the same terms and conditions contained in the aforementioned documents and pricing as provided for in the attached Pricing Proposal for the City of Jacksonville.

_____ Date: _____

Customer: _____ Salesman's Signature York Bridges

Client#: 1399763 131RPCINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McGriff Insurance Services, Inc.
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

APPROVED
By Ann Willis at 11:58 am, Jan 28, 2019

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of CT	25682
INSURER B : Travelers Property Casualty Co of Am	25674
INSURER C : Phoenix Insurance Company	25623
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RPC Inc; Ring Power Corporation;
(Other Named Insds below, if applicable)
500 World Commerce Parkway
St. Augustine, FL 32092

COVERAGES CERTIFICATE NUMBER: 18) 18/19Mgd by Hldr REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HEEXGL475M558	07/01/2018	07/01/2019	EACH OCCURRENCE	$2,000,000
	COMMERCIAL GENERAL LIABILITY			4TCT18			DAMAGE TO RENTED PREMISES (Ea occurrence)	$NA
	CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$NA
	X EXCESS COMMERCIAL			Limit is Excess			PERSONAL & ADV INJURY	$2,000,000
	GENERAL LIABILITY			over $3,000,000			GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			SIR.			PRODUCTS - COMP/OP AGG	$5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			HC2ECAP475M5399	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO			TCT18			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS			Includes			PROPERTY DAMAGE (Per accident)	$
				Garagekeepers				$
B	X UMBRELLA LIAB / X OCCUR			ZUP61M5404318NF	07/01/2018	07/01/2019	EACH OCCURRENCE	$25,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$25,000,000
	DED / X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HC2NUB9D91013518	07/01/2018	07/01/2019	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
**Certificate Holder continued: its members, officials, officers, employees and agents.
Additional Insured status is granted to the Certificate Holder with respects to Excess General Liability if required by written contract per endorsement Other Additional Insureds form #CGD144 0196. Primary and Non-Contributory coverage is granted to the Certificate Holder as respects to General Liability if required by written contract, per form "Other Insurance-Designated Additional Insureds-Self Insured Retentions-The
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Jacksonville**
Attn: Chief of Risk Management
117 W Duval Street Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Insurance Applies Before Certain Other Insurance", form #CGD706 0114.

Additional Insured status is granted to the Certificate Holder with respect to Automobile Liability if required by written contract per endorsement "Blanket Additional Insured" Form #CAT437(0808).
The Automobile Liability policy is primary & non-contributory if required by written contract per endorsement "Designated Insured for Liability Coverage-Primary and Non-Contributory with other Insurance", form #CAT442 0817.

Waiver of Subrogation status is granted to the Certificate Holder with respects to Excess General Liability if required by written contract per endorsement Waiver of Transfer of Rights of Recovery Against Others To Us Form#CG2404 1093.

Waiver of Subrogation status is granted to the Certificate Holder with respect to Automobile Liability if required by written contract per endorsement "Blanket Waiver of Subrogation" Form #CAT340 08 08.

Waiver of Subrogation is granted to the Certificate Holder with respects to Workers Compensation Policy #HRNUB475M540612 if required by written contract per endorsement "Waiver of Our Right to Recover from Others Endorsement" Form #WC0003 13.

EXHIBIT A
INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

A valid program of self-insurance may be utilized to satisfy the above requirements.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.