

RESOLUTION NO. 2023 - 438

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE A CONTRACT WITH TAW JACKSONVILLE SERVICE CENTER, INC., FOR COUNTYWIDE GENERATOR MAINTENANCE & SERVICES, AS SPECIFIED.

RECITALS

WHEREAS, on November 30, 2023, the contract for Countywide Generator Maintenance & Services will expire and has no remaining renewals; and

WHEREAS, on September 30, 2023 the Purchasing Department issued a new Invitation for Bids for maintenance and services on County generators. TAW Jacksonville Service Center, Inc. was found to be the lowest, responsible bidder with a Total Annual Price of \$356,241.09; and

WHEREAS, in an effort to improve upon efficiency, transparency and accountability in performance of the services described above, a new agreement was executed with TAW Jacksonville Service Center which expires on November 30, 2026; and

WHEREAS, the County has determined that the contract services a public purpose, and is in the best interest of the County; and

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

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

Section 2. The County Administrator, or designee, is hereby authorized to execute a contract, in substantially the same form and format as attached, with the TAW Jacksonville Service Center, Inc, for performance of the specified services.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 7th day of November, 2023.

NOV 08 2023

Rendition Date: _____

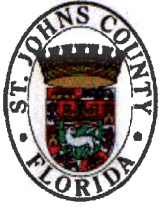
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Christian Whitehurst
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 23-GSA-TAW-18880

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This General Services Agreement (“Contract”) is made this ____ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **TAW JACKSONVILLE SERVICE CENTER, INC.** (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 6312 78th Street, Riverview, FL 33578, Phone: 904-696-8644, and E-mail: dave.richards@ips.us, for **BID NO.: 23-82 COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Agreement
- b) This General Services Agreement and All Exhibits and/or Attachments hereto:
 - i. Exhibit “A” – Quarterly & Annual Price per Generator List
 - ii. Exhibit “B” – Generator List
 - iii. Exhibit “C” – FEMA Public Assistance Program Required Contract Clauses
- c) Bid Documents, Bid Forms with all addenda issued for Bid No. 23-82
- d) Insurance Certificates and Licenses furnished by Contractor
- e) Payment and Performance Bond

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work and Warranty Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.6 Consumer Price Index (CPI): The Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by the County. Amounts subject to adjustment shall be adjusted annually (increased or decreased, as applicable) by the percentage change in CPI as compared to the prior year period.

1.2.7 Contract Price: The sum set forth in Exhibit A of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County

and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.8 Contract Time: The number of calendar days between commencement and completion of the Work, as may be amended by Change Order.

1.2.9 Final Completion: Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Notice to Proceed: A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.

1.2.12 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.13 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.14 Work: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.2.15 Performance Bond: A surety bond that ensures a property owner (as a developer or municipality) of the completion of a construction contract or payment of actual damages to the extent of the bond in the event that the contractor fails to complete it.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE WORK

2.1 Labor and Materials

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents. Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials,

supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Work requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Work. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Work.

2.3 Cleaning the Jobsite

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Final Completion of the Work, Contractor shall remove all waste, rubbish and construction debris from the Work area as well as all tools, appliances, equipment, temporary utilities, temporary Work and machinery and surplus materials.

2.4 Title and Risk of Loss

Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Work shall pass to the County no later than time of payment. Such transferred title shall in each case be good, free and clear of any and all security interests, liens or other encumbrances. Contractor shall, however, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Final Completion, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The transfer of title does not imply acceptance by the County nor does it relieve Contractor from the responsibility for any loss or damage to items.

2.5 Access to Work

The County and/or County Representative, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Work through Final Completion. Contractor shall take whatever steps necessary to provide such access when requested.

2.6 Utilities

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Work as required by the Contract Documents.

2.7 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity

provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.8 Publicity and Advertising

2.8.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Work or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.8.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.9 County Furnished Items

2.9.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Work. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Work.

2.9.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Work. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County. Contractor will reimburse the County for the actual costs (or \$25, whichever is greater), of providing such hardcopy set.

ARTICLE III CONTRACT TERM

3.1 Term

3.1.1 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 (Initial Term), and may be renewed for up one (1) two (2) calendar year(s) renewal period (Renewal Term). This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual contract by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

3.1.2 Contractor, shall from time to time, submit to the County Representative for his/her information, Contractor's schedule for completing the Work. Contractor's schedule shall be subsequently updated showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Contract Documents.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Work by Contractor, the County shall pay to Contractor compensation in accordance with the prices set forth in Exhibit "A", (hereinafter the "Contract Price").

4.1.2 Unit prices included in the Contract Price are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Work. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.1.3 The Contract Price shall remain firm throughout the duration of the Initial Term of this Contract. Price increases shall only be considered at the time of Contract Renewal. The Contractor shall submit any request for pricing adjustments no later than sixty (60) calendar days prior to the effective date of the Contract Renewal. Requested pricing adjustments must be justified by the Contractor 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. Pricing Adjustments shall be in accordance with the provisions of this Contract.

4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for determining all quantities of Work to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Work where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Work under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 Prior to Contractor’s submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative’s recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County’s assessment.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County’s Assistant Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor’s written demand. The Assistant Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County’s final decision for the purpose of the Local Government Prompt Payment Act.

4.3.4 Contractor warrants and guarantees that title to Work, materials, and equipment covered in any Application for Payment shall pass to the County no later than the time of payment and shall be free and clear of liens, claims, security interests or other encumbrances.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Work, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.5 Withheld Payment

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other

monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety

and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.4 Final Inspection and Testing

All equipment and materials furnished and Work performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Work for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Work.

5.5 Final Payment

5.5.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

6.1.8 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE VII CHANGES IN THE WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING WORK, AND ACCEPTING DEFECTIVE OR NONCONFORMING WORK

8.1 Right to Stop Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Work

If the County chooses to accept defective or nonconforming Work, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Work, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Work, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

9.2 Termination

9.2.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

9.2.2 Upon receipt of such termination notice Contractor shall immediately stop all Work and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all work, leaving the Jobsite or Work area in a safe and secured condition. Contractor shall not be paid for any work performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

9.2.3 Contractor shall not remove from any Jobsite any materials, equipment, plant or tools that have been paid for by County pursuant to this Contract. Contractor hereby grants the County a free and unimpeded right of access to Contractor's

facilities, which shall survive any termination of the Contract, for the purpose of permitting the County to take control of and remove any Work, including but not limited to any Work for which title has vested in the County.

9.2.4 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination. No amount shall be allowed for anticipated profit or unperformed work.

9.2.5 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) fails to supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall have the right, without prejudice to any other right or remedy, to take possession of the Jobsite and of all materials, equipment, tools, and machinery thereon owned by Contractor and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 Contractor warrants all materials, equipment and labor it furnishes or performs under this Contract against all defects in design, materials and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Final Completion. Contractor shall within ten (10) Days after being notified in writing by the County of any defect in the Work or non-conformance of the Work (Warranty Work), commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the County in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its Warranty Work or which becomes damaged in the course of repairing or replacing Warranty Work. For any Work so corrected, Contractor's obligation hereunder to correct Warranty Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work.

10.1.3 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor.

10.1.4 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

10.1.5 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

10.1.6 Failure on the part of the County to reject defective, non-conforming or unauthorized Work shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Work or material by the County, or, after Final Completion, bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.7 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Work as a result of correcting defective, non-conforming or unauthorized Work.

10.1.8 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE AND BONDS

11.1 Contractor’s Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any

material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

11.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Contract, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

11.3 Workers Compensation & Employer’s Liability

Contractor shall procure and maintain during the life of this Contract, adequate Workers’ Compensation Insurance and Employer’s Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

11.7 Performance Bond

Contractor shall execute, furnish the County with, and record in the public records of St. John’s County, a Performance

Bond in accordance with the provisions of Section 287.0935 Florida Statutes, in an amount no less than the Contract Price. Such Performance Bond shall be conditioned upon the successful completion of all work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. John's County, Florida. In accordance, the County may not make a payment to Contractor until Contractor has provided the County a certified copy of the recorded bond.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Backcharges

Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.3 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.4 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.5 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.6 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.7 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.8 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.9 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.10 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.11 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.12 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.13 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.14 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

12.15 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.15.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.15.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.15.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.15.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.15.5 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.

12.15.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.16 Public Records

12.16.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.16.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, [500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084](#)

12.17 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.18.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.18.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Leigh A. Daniels, Purchasing Manager
 Email Address: ldaniels@sjcfl.us

TAW Jacksonville Service Center, Inc.
 10520 Busch Drive North
 Jacksonville, FL 32218
 Attn: David Richards
 Email Address: dave.richards@ips.us

With a copy to:

St. Johns County
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084
 Email Address: jferguson@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County:

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

Purchasing Manager
(Title)

(Date of Execution)

Contractor:

TAW Jacksonville Service Center, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
FINAL CERTIFICATE FOR PAYMENT

Contract No.:	Jobsite <i>(name & address):</i>
Contractor <i>(name & address):</i>	County Representative:
	Bid No.:
Date of Issuance:	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Work as fully complete and will assume full possession thereof

at _____ on _____.
(time) (date)

ST. JOHNS COUNTY: _____
County Representative Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this __ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

Exhibit "A" Quarterly & Annual Price Per Unit List

Location	Address	Quarterly Maintenance and Inspection Service Price per Unit	Quarterly Maintenance and Inspection Service Price x3 inspections per Year Total	Annual Maintenance and Inspection Service Price per Unit	Grand Total for All Maintenance and Inspection Service per Unit per Year	Warranty
SJSO Administration	4015 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
SJSO Detention Annex	4025 Lewis Speedway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Outback Unit	3955 Lewis Speedway	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SJSO Jail	3955 Lewis Speedway	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJSO Evidence	4015 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
SJSO Law Enforcement	4075 Lewis Speedway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Aviation	455 Hawkeye View Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Ag Center	3125 Agricultural Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Communication Ctr	4455 Avenue A	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJSO Mobile Command Ctr	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Mobile Command Ctr	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Clandestine Trailer	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Work Release Center	4025 Lewis Speedway	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Utility Administration Bldg	1205 SR 16	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Anastasia Island WWTP 1	860 W. 16th St.	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Anastasia Island WWTP 2	860 W. 16th St.	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SR 16 WWTP	3000 Industry Center Dr	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SR 207 WWTP	4428 Golf Ridge Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Marsh Landing WWTP	166 Marsh Cove Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Players Club WWTP	5250 Palm Valley Rd	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Sawgrass WWTP	10042 Sawgrass Dr	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	

Inlet Beach WWTP	605 Palmera Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
SR 16 Reuse Booster	3000 Industry Center Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 WTP 1	2160 Water Plant Rd	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
CR 214 WTP 2	2160 Water Plant Rd	\$690.00	\$2,070.00	\$6,524.25	\$8,594.25	
CR 214 WTP Portable	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #45	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #46	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #47	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #48	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #49	2160 Water Plant Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
NE WTP	326 Van Gogh Cir	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
NW WTP	3390 International Golf Pkwy	\$502.00	\$1,506.00	\$4,824.40	\$6,330.40	
NW Water Reclamation Facility	3450 International Golf Pkwy	\$690.00	\$2,070.00	\$6,524.25	\$8,594.25	
Inlet Beach WTP	601 Palmera Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Marsh Landing WTP	25570 Marsh Landing Pkwy	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Plantation WTP	105 Tabby Ln	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
Fruit Cove WWTP	797 Fruit Cove Dr. E	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Bartram Oaks WTP - Portable	412 Treaty Oak Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Plantation Well Site #5	105 Tabby Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Shore Drive Master Lift Station	208 Shore Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
NW Master Lift Station	3390 International Golf Pkwy	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Coquina Crossing Lift Station #1	4560 Coquina Crossing Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Shores Master Lift Station	493 Domenico Cir	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Riverside Master Lift Station	225 Riverside Blvd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	

Whisper Creek Lift Station	528 Pointed Creek Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Lift Station Portable	2100 Arc Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Lift Station Portable	2100 Arc Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Fox Creek Stormwater	1686 Brian Way	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
FS #16	235 Murabella Parkway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #17	10001 Cartwheel Bay Ave	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #18	1055 Crosswater Parkey	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Stratton Rd Transfer Station	250 N Stratton Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Tillman Ridge	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Tillman Unit Mobile	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Fairgrounds	5840 SR 207	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Equestrian Center	8200 Smith Rd	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Flagler Estates Tower	9685 Light Ave	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
AG Center Tower	3057 Agricultural Center Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Onion Patch Tower	1762 Borrow Pit Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Old Moultrie Tower	1555 Old Moultrie Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Sampson Tower	10005 Cartwheel Bay Ave	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Bakersville Tower	5885 CR 208	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Armstrong Tower	6245 SR 207	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Watson Rd Tower	5125 Crescent Technical Ct	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
12 Mile Tower	235 N Stratton Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Favor Dykes Tower	9655 US Hwy 1 S.	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Ponte Vedra Tower	5430 Palm Valley Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Water Plant Rd	2160 Water Plant Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
Road & Bridge	1625 Industry Center Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Public Works Facility	3750 Industry Center Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	

Council on Aging Transit Center	2595 Old Moultrie Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
EOC Portable - Whisper Watt	100 EOC Dr	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Courthouse	4010 Lewis Speedway	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SJC Administration	500 San Sebastian View	\$751.60	\$2,254.80	\$8,019.52	\$10,274.32	
NW Annex	725 Flora Branch	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Ponte Vedra Annex	99 N. Palm Valley Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SE Annex	6685 US Hwy 1 S.	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Courthouse Administration	4020 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Permit Center	4040 Lewis Speedway	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Tax Collector	4030 Lewis Sppeedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Central Receiving	4010 B Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Health & Human Services Bldg	200 San Sebastian View	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Pacetti Bay Middle School	245 Meadow Lark Ln	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJC EOC	100 EOC Dr	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
AG Center Tower	3125 Agricultural Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Wind Mitigation Center	3125 Agricultural Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Hastings Communication Ctr	6195 S. Main St	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Medical Examiners	4501 Avenue A	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
SJC Fire Service Admin Bldg	3657 Gaines Rd	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
FS #1	130 Canal Blvd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #2	1120 Sheffield Rd	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
FS #3	6010 SR 13 N.	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
FS #4 Pull Behind	3400 CR 208	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #5	200 St. Augustine South Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
FS #8	7985 Morrison Blvd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #14	1255 W. King St	\$326.80	\$980.40	\$1,783.21	\$2,763.61	

FS #15	290 Pine Island Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Hastings WWTP	900 N. Main St	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Hastings WTP	102 S. Dancy Ave	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Lift Station #1 Main St	603 N. Main St.	N/A	N/A	N/A	N/A	
Lift Station #2 Ball Field	281 W. Essex @ Beaman Ave	N/A	N/A	N/A	N/A	
Lift Station #3 Youth Facility	765 East St	N/A	N/A	N/A	N/A	
Tillman Lechate	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
South Water Storage Tank	4998 A1A S.	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Freedom Crossing Academy	1365 Shetland Dr	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
FS #19	205 Veterans Parkway	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Pet Center	130 N. Stratton Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Utility Lab	3930 Inman Rd	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	Under warranty starting 2024
Facility Management	2416 Dobbs Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	Under warranty starting 2024

Normal Hourly Rate: After Normal hours / Weekends / Holidays Rate:
 \$135.00/per hour during: \$202.50/per hour
 Monday - Friday
 8:00AM - 5:00PM

Generator Listing for St. Johns County

Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
1	SJSO Administration	4015 Lewis Speedway	Y	1600	Diesel	Cummins	300 kw	DFCB-5738230	J050839947	
2	SJSO Detention Annex	4025 Lewis Speedway	Y	500	Diesel	Cummins	67 kw	DGDB-5739829	1050828546	
3	SJSO Outback Unit	3955 Lewis Speedway	Y	3400	Diesel	Caterpillar	600kw	LC7	G7A03557	
4	SJSO Jail	3955 Lewis Speedway	Y	2000	Diesel	Caterpillar	500 kw	SR4	4R100699	
5	SJSO Evidence	4015 Lewis Speedway	Y		Natural Gas	Generac	300 kw	SG230	3003436135	
6	SJSO Law Enforcement	4075 Lewis Speedway	Y		Natural Gas	Kohler	50 kw	50REZGB	SGM32KCGC	
7	SJSO Aviation	455 Hawkeye View Ln	Y	250	Diesel	Generac	100 kw	SD100	3013511339	
8	SJSO Ag Center	3125 Agricultural Dr	Y	250	Propane	Generac	25 kw	50401	4038595	
9	SJSO Communication Ctr	4455 Avenue A	Y	2000		Caterpillar	500 kw	SR4	5NA10411	
10	SJSO Mobile Command Ctr	3955 Lewis Speedway	Y				12.5 kw	HDKCB11506B	E070062679	
11	SJSO Mobile Command Ctr	3955 Lewis Speedway	Y				12.5 kw	HDKCB11506B	F070073049	
12	SJSO Clandestine Trailer	3955 Lewis Speedway	Y	7	Diesel	Kubota	10 kw	11000	756480	
13	SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	Y	30	Diesel	Onan	10 kw	10HDCAA11506D	273565943	
14	SJSO Work Release Center	4025 Lewis Speedway	Y		Natural Gas	Generac	130 kw	G130LG2	GXC02632	
15	Utility Administration Bldg	1205 SR 16	N	3400	Diesel	Caterpillar	750 kw	C27	GDS00424	
16	Anastasia Island WWTP 1	860 W. 16th St.	N	4000	Diesel	Cummins	750 kw	DQFAA-7514907	L080224892	
17	Anastasia Island WWTP 2	860 W. 16th St.	N	2000	Diesel	Caterpillar	750 kw	3508	23200849	
18	SR 16 WWTP	3000 Industry Center Dr	N	1500	Diesel	Caterpillar	500 kw	3412	FNA09951	
19	SR 207 WWTP	4428 Golf Ridge Dr	N	1500	Diesel	Caterpillar	300 kw			
20	Marsh Landing WWTP	166 Marsh Cove Dr	N	2000	Diesel	Caterpillar	300 kw	3406	4PM0027	
21	Players Club WWTP	5250 Palm Valley Rd	N	2000	Diesel	Caterpillar	800 kw			
22	Sawgrass WWTP	10042 Sawgrass Dr	N	10,000	Diesel	Caterpillar	750 kw			

Generator Listing for St. Johns County Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
23	Inlet Beach WWTP	605 Palmera Dr	N	2000	Diesel	Olympian	125 kw	D75P3	NPF00612	
24	SR 16 Reuse Booster	3000 Industry Center Dr	N	600	Diesel	Cummins	124 kw	DSGAB6308531	61001789640	
25	CR 214 WTP 1	2160 Water Plant Rd	N	1500	Diesel	Caterpillar	800 kw	SR4	5UAO1431	
26	CR 214 WTP 2	2160 Water Plant Rd	N	8000	Diesel	Caterpillar	1500 kw	3512	G6J00163	
27	CR 214 WTP Portable	2160 Water Plant Rd	N	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66LSDA00 227	
28	CR 214 Water Well TR #45	2160 Water Plant Rd	N	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66KSDA00 222	
29	CR 214 Water Well TR #46	2160 Water Plant Rd	N	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66ASDA00 274	
30	CR 214 Water Well TR #47	2160 Water Plant Rd	N	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66HSDA00 245	
31	CR 214 Water Well TR #48	2160 Water Plant Rd	N	240	Diesel	Caterpillar	125 kw			
32	CR 214 Water Well TR #49	2160 Water Plant Rd	N	1500	Diesel	Caterpillar	500 kw	SR-4	6DAO2586	
33	NE WTP	326 Van Gogh Cir	N	4000	Diesel	Caterpillar	500 kw	3412	81Z25402	
34	NW WTP	3390 International Golf Pkwy	N	6000	Diesel	Caterpillar	1000 kw	D80-8	CN600298	
35	NW Water Reclamation Facility	3450 International Golf Pkwy	N	8000	Diesel	Cummins	1500 kw	DQGAB-A051B839	L140780796	
36	Inlet Beach WTP	601 Palmera Dr	N	2000	Diesel	Caterpillar	350 kw	3406	4RG01521	
37	Marsh Landing WTP	25570 Marsh Landing Pkwy	N	2000	Diesel	Caterpillar	300 kw	3408	67403696	

Generator Listing for St. Johns County

Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
38	Plantation WTP	105 Tabby Ln	N	1000	Diesel	Caterpillar	500 kw	3412	136-6634	
39	Fruit Cove WWTP	797 Fruit Cove Dr. E	N	150	Diesel	Kohler	60 kw	60R0ZJ	331057	
40	Bartram Oaks WTP - Portable	412 Treaty Oak Ln	N	500	Diesel	Caterpillar	80 kw	D80-6	D4B02974	
41	Plantation Well Site #5	105 Tabby Ln	N	150	Diesel	Olympian	75 kw	D75P3	F6130A-001	
42	Shore Drive Master Lift Station	208 Shore Dr	N	1500	Diesel	Caterpillar	250 kw	C9		
43	NW Master Lift Station	3390 International Golf Pkwy	N	1100	Diesel	Cummins	350 kw	NTA-855-GA	NTA855G	
44	Coquina Crossing Lift Station #1	4560 Coquina Crossing Dr	N	500	Diesel	Olympian	100 kw	D100P1	OLY00000ANPS01211	
45	Shores Master Lift Station	493 Domenico Cir	N	500	Diesel	Olympian	75 kw	D75P3		
46	Riverside Master Lift Station	225 Riverside Blvd	N	500	Diesel	Olympian	125 kw	D125P1	OLY00000JNAT00660	
47	Whisper Creek Lift Station	528 Pointed Creek Dr	N	930	Diesel	Caterpillar	250 kw	C9	C9E00823	
48	Lift Station Portable	2100 Arc Dr	N	240	Diesel	Caterpillar	100 kw	3116DT	INJ00965	
49	Lift Station Portable	2100 Arc Dr	N	240	Diesel	Caterpillar	200 kw	200P3	OLY00000ENNS02312	
50	Fox Creek Stormwater	1686 Brian Way	N	3000		Caterpillar	350 kw	LCS	G6B16676	
51	FS #16	235 Murabella Parkway	N			Olympian	208/120 volts	OLY00000ANGG00123	20231030WDG646	
52	FS #17	10001 Cartwheel Bay Ave	N	250		Olympian	240/120 Volts	G75F3S	OLY00000HNFC0237	
53	FS #18	1055 Crosswater Parkway	N	500		Generac	100 kw	SG0100GG1890V18	9487756	

Generator Listing for St. Johns County Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
54	Stratton Rd Transfer Station	250 N Stratton Rd	N	250		Caterpillar	46.6 kw	D50-S	M2A02217	
55	Tillman Ridge	3005 Allen Nease Rd	N	300		Caterpillar	80 kw	D125-6	CAT00C66JN6D01 602	
56	Tillman Unit Mobile	3005 Allen Nease Rd	N	50		Onan	50 kw	40DGBC	C960600092	
57	Fairgrounds	5840 SR 207	N	1000		Caterpillar	300 kw	3306	46BH8502	
58	Equestrian Center	8200 Smith Rd	N	250	Natural Gas	Generac	10 kw	522440	4400819	
59	Flagler Estates Tower	9685 Light Ave	N	1500	Natural Gas		80 kw	G80LG2	GXCO1690	
60	AG Center Tower	3057 Agricultural Center Dr	N	2500	Natural Gas		130 kw	G130LG2	GXCO1701	
61	Onion Patch Tower	1762 Borrow Pit Rd	N	1500	Natural Gas		80 kw	G80LG2	GXCO1691	
62	Old Moultrie Tower	1555 Old Moultrie Rd	N	1500	Natural Gas		80 kw	G80LG2	GXCO1699	
63	Sampson Tower	10005 Cartwheel Bay Ave	N		Natural Gas		130 kw	G130LG2	GXCO1700	
64	Bakersville Tower	5885 CR 208	N	1500	Natural Gas		80 kw	G80LG2	GXCO1694	
65	Armstrong Tower	6245 SR 207	N		Natural Gas		80 kw	G80LG2	GXCO1698	
66	Watson Rd Tower	5125 Crescent Technical Ct	N	1500	Natural Gas		80 kw	G80LG2	GXCO1687	
67	12 Mile Tower	235 N Stratton Rd	N	1500	Natural Gas		80 kw	G80LG2	GXCO1696	
68	Favor Dykes Tower	9655 US Hwy 1 S.	N		Natural Gas		80 kw	G80LG2	GXCO1693	
69	Ponte Vedra Tower	5430 Palm Valley Rd	N	1000	Natural Gas		80 kw	G80LG2	GXCO1695	
70	SJSO Water Plant Rd	2160 Water Plant Rd	Y	500		Generac	500 kw	50401	4038595	
71	Road & Bridge	1625 Industry Center Rd	N	500		Caterpillar	115 kw	SR4	GJA01012	

Generator Listing for St. Johns County Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
72	Public Works Facility	3750 Industry Center Rd	N	750		Generac	500 kw	S500	3002253171	
73	Council on Aging Transit Center	2595 Old Moultrie Rd	N	500		Kohler	50 kw	50REOZJC	2285409	
74	EOC Portable - Whisper Watt	100 EOC Dr	Y	30			22 kw	DCA25SSIU	3762760	
75	Courthouse	4010 Lewis Speedway	N	2000		Caterpillar	720 kw	3412	4BZ01480	
76	SJC Administration	500 San Sebastian View	N	8670		Cummins	2.18 mw	QSKTA60-GE	D593008GX03	
77	NW Annex	725 Flora Branch	N	1000		Caterpillar	250 kw	3306	2AJ00842	
78	Ponte Vedra Annex	99 N. Palm Valley Rd	N	200	Diesel	Generac	30 kw	97A01922-S	2034213	
79	SE Annex	6685 US Hwy 1 S.	N	800		Cummins	150 kw	DSGC-5937545	J070121823	
80	Courthouse Administration	4020 Lewis Speedway	N	2100		Cummins	400 kw	DFCE-5738229	H050820872	
81	Permit Center	4040 Lewis Speedway	N	2000		Caterpillar	800 kw	3412	TFT0077	
82	Tax Collector	4030 Lewis Spedway	N	1000		Caterpillar	400 kw	3406	KPS00712	
83	Central Receiving	4010 B Lewis Speedway	N	300	Natural Gas	Generac	20 kw	00591-6	3091097	
84	Health & Human Services Bldg	200 San Sebastian View	N	5700	Diesel	Generac	120 kw	IDLC1250-2MU	P1412160005	
85	Pacetti Bay Middle School	245 Meadow Lark Ln	Y	1038		Caterpillar	500 kw	C18	EST00211	Y
86	SJC EOC	100 EOC Dr	N	4000		Kohler	500 kw	500REOZVB	2237300	
87	AG Center Tower	3125 Agricultural Dr	N	1165		Olympian	200 kw	D200P4	ENNS01015	
88	Wind Mitigation Center	3125 Agricultural Dr	N	500		Olympian	75 kw	D75P15	OLY00000ENP501813	

Generator Listing for St. Johns County Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
89	Hastings Communication Ctr	6195 S. Main St	N	300		Generac	100 kw	D100P1	OYL00000PNPS00 570	
90	Medical Examiners	4501 Avenue A	N	750		Olympian	125 kw	D125P2	TNPS01975	
91	SJC Fire Service Admin Bldg	3657 Gaines Rd	N	2000		Kohler	650 kw	650REOZDC	2162390	
92	FS #1	130 Canal Blvd	N	250		Olympian	80 kw	G8OF3	OLY00000KNGD0 1452	
93	FS #2	1120 Sheffield Rd	N	750		Generac	15 kw	0041881	3533227	
94	FS #3	6010 SR 13 N.	N	330		Generac	15 kw	0041881	3533231	
95	FS #4 Pull Behind	3400 CR 208	N	30		Generac	25 kw	04058	3118986	
96	FS #5	3370 US Hwy 1	N	600		Caterpillar	350 kw	C13	T3200409	
97	FS #8	7985 Morrison Blvd	N	500		Generac	80 kw	QT08054GVSN	4376717	
98	FS #14	1255 W. King St	N	750		Olympian	125 kw	93A04597S	2010344	
99	FS #15	290 Pine Island Rd	N			Cummins	67 kw	GGHH-6389632	A110181186	
100	Hastings WWTP	900 N. Main St	N	200	Diesel	Onan	125 kw	125DGEA	D960602880	
101	Hastings WTP	102 S. Dancy Ave	N	180	Diesel	Onan	125 kw	125DGEA	D960602881	
102	Lift Station #1 Main St	603 N. Main St	N							
103	Lift Station #2 Ball Field	281 W. Essex @ Beaman Ave	N							
104	Lift Station #3 Youth Facility	765 East Sr	N							
105	Tillman Lechate	3005 Allen Nease Rd	N	275		Kohler	60 kw	60EOZK	SGM32KKMT	
106	South Water Storage Tank	4998 A1A S.	N			Cummins	350 kw	DQDAC-1957768	L190697892	
107	Freedom Crossing Academy	1365 Shetland Dr	N			Caterpillar	795 kw	XQ800	DWB0046	Y

Generator Listing for St. Johns County Exhibit B

Line #	Location	Address	Escort Required	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #	Shelter
108	Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	Y			Caterpillar	600 kw	C18	FST02526	
109	Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	Y			Caterpillar	600 kw	C18	FST02542	
110	FS #19	205 Veterans Parkway	N			Generac	130 kw	SG130	30005032354	
111	Pet Center	130 N. Stratton Rd	N	455	Diesel	Generac	150 kw	SD 150	3003887430	
112	Utility Lab	*3930 Inman Rd	N		Diesel	Caterpillar		C-13	E211176BN	
113	Facility Management	2416 Dobbs Rd	N	250	Diesel	Blue Star	125 kw	PD125-01	120626-1-1	

*Not in Service Yet

Bid No: 23-82; Countywide Generator Maintenance & Services

Exhibit “C”

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

The following FEMA Public Assistance Program Required Contract Clauses (“Exhibit C”) is hereby incorporated by reference into the Master Contract referenced above, and also serves to incorporate the require contract provisions as provided in Appendix II to 2 C.F.R. Part 200. Exhibit C includes contract clause that amend, delete, or modify provisions of the Master Contract. All contract clauses that are not so amended, deleted, or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit, and other contract clauses set forth in the Master Contract, the contract clauses of this Exhibit shall govern. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Master Contract.

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. Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a

clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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

8. Procurement of Recovered Materials.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. 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.

10. 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 with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. 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.

12. 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.

13. Prohibition on certain telecommunications and video surveillance services or equipment.

The parties to this Contract agree to comply with the requirements of 2 C.F.R. Part 200.216, which prohibits the procurement, purchase, or contract for certain telecommunications, video surveillance services, equipment, or systems as described in Public Law 115-232, section 889, produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company, or any subsidiary or affiliate of such entities.

14. Compliance with Domestic Preferences.

As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in accordance with 2 C.F.R. Part 200.322. "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor further agrees to include a provision requiring compliance with such domestic preferences in its lower tier covered transactions.



NOTICE OF INTENT TO AWARD

October 10, 2023

Bid No: 23-82; Countywide Generator Maintenance & Services

St. Johns County hereby issues this Notice of Intent to Award a contract to **TAW Power Systems, Inc.** as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Mark Rinberger, Procurement Coordinator, via email at mrinberger@sjcfl.us or phone at 904-209-3269.

***St. Johns County, FL
Board of County Commissioners
Purchasing Division***

Leigh A. Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: _____

Mark Rinberger

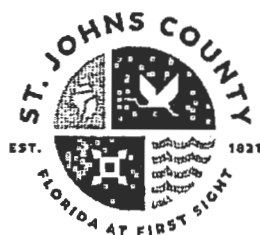
From: Leigh Daniels
Sent: Tuesday, October 10, 2023 3:30 PM
To: Ben Bright; Allen Karapcik; Malinda Fusco; Lisa Pellegrini; John Kooker; Todd Roberts; Mark Rinberger
Cc: Chad Guggisberg
Subject: RE: Bid 23-82 Countywide Generator Maintenance & Services - Follow-up

Hi Ben,

Purchasing will issue the Notice of Intent to Award today to TAW.

Once you have the list of sites with supplemental generators, we will go ahead and issue a contract extension to Ring Power through December 31, 2023 for those sites only.

Thank you,
Leigh



Leigh A. Daniels, CPPB
Purchasing Manager
Purchasing Division
St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine, FL 32084
Direct: (904) 209-0154 | Main: (904) 209-0150 | www.sjcfl.us



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: Ben Bright <bbright@sjcfl.us>
Sent: Tuesday, October 10, 2023 2:48 PM
To: Leigh Daniels <ldaniels@sjcfl.us>; Allen Karapcik <akarapcik@sjcfl.us>; Malinda Fusco <mfusco@sjcfl.us>; Lisa Pellegrini <lpellegrini@sjcfl.us>; John Kooker <jkooker@sjcfl.us>; Todd Roberts <troberts@sjcfl.us>
Cc: Chad Guggisberg <cguggisberg@sjcfl.us>
Subject: RE: Bid 23-82 Countywide Generator Maintenance & Services - Follow-up

Good afternoon Leigh,

As you stated, TAW is the lowest, responsible, responsive bidder so our process dictates they be awarded the contract.

Regarding the existing RingPower contract. We have two facilities that I am aware of on supplemental generators, the Admin Building and Tillman Ridge Transfer Station. The repairs at both facilities will not be complete prior to the current end of the contract. In fact, the parts that we need at Tillman are not expected to be delivered until sometime in

December. I am still waiting on confirmation that these are the only two sites on supplemental generators and the anticipated completion date of the Tillman Ridge generator, however, we will need at least a 2 month extension to ensure continuity of generator power.

Thanks,



Ben Bright, P.E.
Interim Director
Facilities Management Department
St. Johns County Board of County Commissioners
2416 Dobbs Road, St. Augustine FL 32086
904-209-0252 | www.sjcf.us



From: Leigh Daniels <ldaniels@sjcf.us>

Sent: Monday, October 9, 2023 5:05 PM

To: Allen Karapcik <akarapcik@sjcf.us>; Malinda Fusco <mfusco@sjcf.us>; Lisa Pellegrini <lpellegrini@sjcf.us>; John Kooker <jkooker@sjcf.us>; Todd Roberts <troberts@sjcf.us>; Ben Bright <bbright@sjcf.us>

Cc: Chad Guggisberg <cguggisberg@sjcf.us>

Subject: RE: Bid 23-82 Countywide Generator Maintenance & Services - Follow-up

Allen,

We are waiting to make sure there are no issues once we post a Notice of Intent before extending Ring Power's contract, which doesn't expire until November 15, 2023.

Still waiting to hear an official go or no go from Ben.

Thank you,
Leigh



Leigh A. Daniels, CPPB
Purchasing Manager
Purchasing Division
St. Johns County Board of County Commissioners
500 San Sebastian View, St. Augustine, FL 32084
Direct: (904) 209-0154 | Main: (904) 209-0150 | www.sjcf.us



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.



ST. JOHNS COUNTY, FL
 BID TABULATION

BID NO./TITLE: 23-82; Countywide Generator Maintenance & Services

OPENING DATE: 9/6/2023
 OPENED BY: Mark Rinberger
 VERIFIED BY: Jennifer McDaniel
 POSTING DATE: 9/7/2023

BIDDERS	TOTAL PROPOSED ANNUAL PRICE						
TAW Power Systems, Inc	\$356,241.09						
Ring Power	\$578,248.86						
Accurate Power and Technology	\$229,066.30						

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.



Sealed Bid No. 23-82
Countywide Generator Maintenance & Services

Due: August 30, 2023, 2:00 PM EDT

To: St. Johns County BOCC

From: TAW Power Systems, Inc.

Contact: Dave Richards
904.738.2678
Dave.Richards@tawinc.com



Pricing



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

INVITATION FOR BIDS NO: 23-82

COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150**

www.sjcfi.us/Purchasing/index.aspx

FINAL 7/26/2023

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

Exhibit "A" Quarterly & Annual Price Per Unit List

Location	Address	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 per Year	Warranty
SJSO Administration	4015 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
SJSO Detention Annex	4025 Lewis Speedway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Outback Unit	3955 Lewis Speedway	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SJSO Jail	3955 Lewis Speedway	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJSO Evidence	4015 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
SJSO Law Enforcement	4075 Lewis Speedway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Aviation	455 Hawkeye View Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Ag Center	3125 Agricultural Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Communication Ctr	4455 Avenue A	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJSO Mobile Command Ctr	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Mobile Command Ctr	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Clandestine Trailer	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
SJSO Work Release Center	4025 Lewis Speedway	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Utility Administration Bldg	1205 SR 16	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Anastasia Island WWTP 1	860 W. 16th St.	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Anastasia Island WWTP 2	860 W. 16th St.	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SR 16 WWTP	3000 Industry Center Dr	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SR 207 WWTP	4428 Golf Ridge Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Marsh Landing WWTP	166 Marsh Cove Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Players Club WWTP	5250 Palm Valley Rd	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Sawgrass WWTP	10042 Sawgrass Dr	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	

Inlet Beach WWTP	605 Palmera Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
SR 16 Reuse Booster	3000 Industry Center Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 WTP 1	2160 Water Plant Rd	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
CR 214 WTP 2	2160 Water Plant Rd	\$690.00	\$2,070.00	\$6,524.25	\$8,594.25	
CR 214 WTP Portable	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #45	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #46	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #47	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #48	2160 Water Plant Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
CR 214 Water Well TR #49	2160 Water Plant Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
NE WTP	326 Van Gogh Cir	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
NW WTP	3390 International Golf Pkwy	\$502.00	\$1,506.00	\$4,824.40	\$6,330.40	
NW Water Reclamation Facility	3450 International Golf Pkwy	\$690.00	\$2,070.00	\$6,524.25	\$8,594.25	
Inlet Beach WTP	601 Palmera Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Marsh Landing WTP	25570 Marsh Landing Pkwy	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Plantation WTP	105 Tabby Ln	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
Fruit Cove WWTP	797 Fruit Cove Dr. E	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Bartram Oaks WTP - Portable	412 Treaty Oak Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Plantation Well Site #5	105 Tabby Ln	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Shore Drive Master Lift Station	208 Shore Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
NW Master Lift Station	3390 International Golf Pkwy	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Coquina Crossing Lift Station #1	4560 Coquina Crossing Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Shores Master Lift Station	493 Domenico Cir	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Riverside Master Lift Station	225 Riverside Blvd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	

Whisper Creek Lift Station	528 Pointed Creek Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Lift Station Portable	2100 Arc Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Lift Station Portable	2100 Arc Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Fox Creek Stormwater	1686 Brian Way	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
FS #16	235 Murabella Parkway	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #17	10001 Cartwheel Bay Ave	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #18	1055 Crosswater Parkey	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Stratton Rd Transfer Station	250 N Stratton Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Tillman Ridge	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Tillman Unit Mobile	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Fairgrounds	5840 SR 207	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Equestrian Center	8200 Smith Rd	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Flagler Estates Tower	9685 Light Ave	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
AG Center Tower	3057 Agricultural Center Dr	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Onion Patch Tower	1762 Borrow Pit Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Old Moultrie Tower	1555 Old Moultrie Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Sampson Tower	10005 Cartwheel Bay Ave	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Bakersville Tower	5885 CR 208	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Armstrong Tower	6245 SR 207	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Watson Rd Tower	5125 Crescent Technical Ct	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
12 Mile Tower	235 N Stratton Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Favor Dykes Tower	9655 US Hwy 1 S.	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Ponte Vedra Tower	5430 Palm Valley Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SJSO Water Plant Rd	2160 Water Plant Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
Road & Bridge	1625 Industry Center Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Public Works Facility	3750 Industry Center Rd	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	

Council on Aging Transit Center	2595 Old Moultrie Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
EOC Portable - Whisper Watt	100 EOC Dr	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Courthouse	4010 Lewis Speedway	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
SJC Administration	500 San Sebastian View	\$751.60	\$2,254.80	\$8,019.52	\$10,274.32	
NW Annex	725 Flora Branch	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Ponte Vedra Annex	99 N. Palm Valley Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
SE Annex	6685 US Hwy 1 S.	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Courthouse Administration	4020 Lewis Speedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Permit Center	4040 Lewis Speedway	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Tax Collector	4030 Lewis Sppedway	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Central Receiving	4010 B Lewis Speedway	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
Health & Human Services Bldg	200 San Sebastian View	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Pacetti Bay Middle School	245 Meadow Lark Ln	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
SJC EOC	100 EOC Dr	\$362.80	\$1,088.40	\$2,588.66	\$3,677.06	
AG Center Tower	3125 Agricultural Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Wind Mitigation Center	3125 Agricultural Dr	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Hastings Communication Ctr	6195 S. Main St	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Medical Examiners	4501 Avenue A	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
SJC Fire Service Admin Bldg	3657 Gaines Rd	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
FS #1	130 Canal Blvd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #2	1120 Sheffield Rd	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
FS #3	6010 SR 13 N.	\$306.00	\$918.00	\$1,480.08	\$2,398.08	
FS #4 Pull Behind	3400 CR 208	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #5	200 St. Augustine South Dr	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
FS #8	7985 Morrison Blvd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
FS #14	1255 W. King St	\$326.80	\$980.40	\$1,783.21	\$2,763.61	

FS #15	290 Pine Island Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
Hastings WWTP	900 N. Main St	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Hastings WTP	102 S. Dancy Ave	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Lift Station #1 Main St	603 N. Main St.	N/A	N/A	N/A	N/A	
Lift Station #2 Ball Field	281 W. Essex @ Beaman Ave	N/A	N/A	N/A	N/A	
Lift Station #3 Youth Facility	765 East St	N/A	N/A	N/A	N/A	
Tillman Lechate	3005 Allen Nease Rd	\$312.40	\$937.20	\$1,576.28	\$2,513.48	
South Water Storage Tank	4998 A1A S.	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	
Freedom Crossing Academy	1365 Shetland Dr	\$438.80	\$1,316.40	\$3,697.11	\$5,013.51	
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	\$402.80	\$1,208.40	\$3,189.16	\$4,397.56	
FS #19	205 Veterans Parkway	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Pet Center	130 N. Stratton Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	
Utility Lab	3930 Inman Rd	\$346.80	\$1,040.40	\$2,168.46	\$3,208.86	Under warranty starting 2024
Facility Management	2416 Dobbs Rd	\$326.80	\$980.40	\$1,783.21	\$2,763.61	Under warranty starting 2024



Required Bid Forms

BID NO: 23-82

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

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

DATE SUBMITTED: August 30, 2023

BID PROPOSAL OF

TAW Power Systems, Inc.

Full Legal Company Name

6312 78th Street, Riverview, FL 33578-8835

813.840.3500

813.217.8074

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications for **Bid No: 23-82; Countywide Generator Maintenance & Services**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

TOTAL PROPOSED ANNUAL PRICE:

\$ 356,241.09
Amount Written in Numerals

\$ Three Hundred Fifty-Six Thousand, Two Hundred Forty-One and 09/100 /Dollars
Amount Written in Words

NOTE: Proposed Annual Price shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Annual Proposed Price above shall be the final price changed to the County for work performed.

Each Bidder shall submit the Total Proposed Annual Price, after-hours hourly labor rate, and non-preventative maintenance/repair normal business hour's hourly labor rate in the table below. The Total Proposed Annual Price for all units shall dictate the total annual proposed price submitted on the Bid Proposal above. Failure to submit individual monthly rates for the identified units per location may result in removal from consideration for award of a contract.

Bidder shall insert the Total Proposed Annual Price, in numerals and in words. In the event of a discrepancy between the two amounts the amount written in words will be used.

In the event the Total Proposed Annual Price is illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

Bidder must complete and attach all required Forms and Attachments provided herein to the submitted Bid. Failure to submit any required document, may be grounds for disqualification and removal from further consideration.

Bidder acknowledges the County's issuance of the following Addenda:

No.: 1 Date Received: 08/14/2023 No.: _____ Date Received: _____

No.: 2 Date Received: 08/17/2023 No.: _____ Date Received: _____

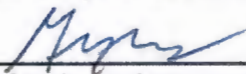
We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined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

We have made a full examination of the proposed work and the sources of supply for any specified 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 Owner, 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 Owner.

CORPORATE/COMPANY

Full Legal Company Name: TAW Power Systems, Inc. (Seal)

By:  Greg Hanlon, EVP and General Manager
Signature of Authorized Representative (Name & Title typed or printed)

Address: 6312 78th Street, Riverview, FL 33578-8835

Telephone No.: (813)840-3500 Fax No.: (813)217-8074

Email Address for Authorized Company Representative: Dave.Richards@tawinc.com

Federal I.D. Tax Number: 45-4241826 DUNS #: 78-917-1212
(If applicable)

INDIVIDUAL

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

Address: _____

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

Email Address: _____ Federal I.D. Tax Number: _____

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "A"**

ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

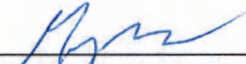
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The Undersigned authority, Greg Hanlon ("Affiant"), who being duly sworn, deposes and states that he/she is the EVP and General Manager (Title) of the firm of TAW Power Systems, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for **BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her 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 Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 23rd day of August, 2023.

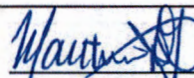

Signature of Affiant

Greg Hanlon, EVP and General Manager
Printed Name & Title of Affiant

TAW Power Systems, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of August, 2023, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.




Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "B"**

License / Certification List

Bidder shall list all current licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	263486	Hillsborough County, Florida	09/30/2023
FL Certified General Contractor's License	Not Applicable	Not Applicable	Not Applicable

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "C"

List of Availability of Units

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

Generator Size	Tank Size	Quantity	Rental Fee Per Unit



St. Johns County

Rental Rates

<u>Size</u>	<u>Day</u>	<u>Week</u>	<u>Month</u>
55kW	\$4,389.00	\$5,245.00	\$6,764.00
80kW	\$4,417.00	\$5,290.00	\$7,517.00
100kW	\$4,505.00	\$5,527.00	\$8,294.00
120kW	\$4,488.00	\$5,809.00	\$8,622.00
144kW	\$4,664.00	\$5,934.00	\$9,129.00
200kW	\$4,829.00	\$6,395.00	\$9,643.00
280kW	\$4,724.00	\$6,442.00	\$10,589.00
320kW	\$5,182.00	\$7,176.00	\$13,313.00
400kW	\$5,348.00	\$7,762.00	\$14,286.00
480kW	\$5,496.00	\$8,288.00	\$15,100.00
950kW	\$6,957.00	\$12,089.00	\$26,618.00
1440kW	\$7,727.00	\$14,561.00	\$32,552.00
1750kW	\$7,835.00	\$17,372.00	\$41,761.00

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "D"**

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 23-82; Countywide Generator Maintenance & 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 Bidder'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.

Bidders are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Bidders, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Bidder'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.

Full Legal Name of Bidder:

TAW Power Systems, Inc.

Authorized Representative(s) :

Signature

Greg Hanlon, EVP and General Manager

Print Name/Title

Signature

Print Name/Title

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "E"**

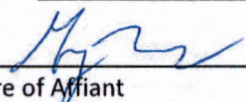
E-VERIFY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Greg Hanlon, ("Affiant"), being duly authorized by and on behalf of TAW Power Systems, Inc.
("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. In accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the award to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the award are legally authorized to work in the United States and the State of Florida constitutes a breach of the Agreement for which St. Johns County may immediately terminate without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to St. Johns County for any costs incurred by St. Johns County resulting from Bidder's breach.

DATED this 23rd day of August, 2023.



Signature of Affiant

Greg Hanlon, EVP and General Manager
Printed Name & Title of Affiant

TAW Power Systems, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of August, 2023, by Affiant, who is personally known to me or has produced _____ as identification.




Notary Public
My Commission Expires: _____

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "F"

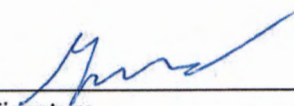
DRUG-FREE WORKPLACE FORM

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

TAW Power Systems, Inc. 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

August 23, 2023

Date

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "G"

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 sub-consultant) or been sued by or had a formal claim filed by an owner, sub-consultant 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.

None.

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

None.

4. Within the past 7 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.

None.

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 five (5) 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:

None

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: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "H"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services
Cogburn Bros., Inc.	When electrical contractor is needed	Hal Keene	(904) 860-1202 hkeene@cogburnbros.com	Yes	<1%

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "I"

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

(To be signed by an Authorized Representative of Respondent and Notarized.)

The Affiant Greg Hanlon, (Full Legal Name) who, being by me first duly sworn, made the following statement:

1. The business address of TAW Power Systems, Inc. (Full Legal Name of Respondent) is 6312 78th Street, Riverview, Florida 33578-8835
2. My relationship to TAW Power Systems, Inc. (Full Legal Name of Respondent) is EVP and General Manager (Title).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

TAW Power Systems, Inc.

Respondent Full Legal Name

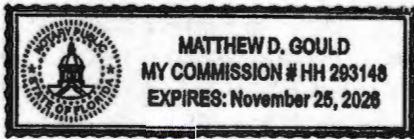
By: [Signature]

Signature of Authorized Representative

Greg Hanlon, EVP and General Manager

Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 23rd day of August, 2023, by Greg Hanlon, who is personally known to me or has produced _____ as identification.



[Signature]

Notary Public

My Commission Expires: _____

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with no perform

SUBCONSULTANT:

TAW Power Systems, Inc. _____

By:  _____
Signature

St. Johns County BOCC _____
Sub-Recipient's Name

Greg Hanlon, EVP and General Manager _____
Name and Title

23-82 _____
Division Contract Number

6312 78th Street _____
Street Address

_____ FPN Project Number

Riverview, FL 33578-8835 _____
City, State, Zip

August 23, 2023 _____
Date

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "K"**

Certification for Disclosure for Lobbying Activities

The Respondent certifies, by signing this certification, that to the best of his or her knowledge and belief:

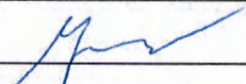
- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Respondent: TAW Power Systems, Inc.

By: Greg Hanlon Date: August 23, 2023

Authorized Signature:  _____

Title: EVP and General Manager



Addenda



ADDENDUM #1

August 14, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No 23-82: Countywide Generator Maintenance & Services

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

Page 6.

P. LOCAL PREFERENCE

While the St. Johns County Purchasing Procedure Manual includes a Local Preference Policy, there is potential for work issued under the awarded contracts to be funded through state and federal resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual.

The Local Preference Policy has been included in this contract in prior years. This contract revolves around scheduled/routine maintenance, and emergency services. Due to the scope of this contract as predominantly maintenance-related and potential limitations set by State/Federal funded projects, should federal and/or state-funded services be excluded from this contract to allow the Local Preference to remain intact for routine maintenance and repairs?

Answer: During a declared emergency, FEMA requires no preference in selecting a vendor. Applying a local preference in the selection of a vendor could preclude St. John County from receiving reimbursement from FEMA.

Page 7.

T. 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 even, 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 Saint Johns County on a case by case basis. Saint Johns County reserves the right to deny the use of any sub-contractor. Bid 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

Purchasing Division | 500 San Sebastian View, St. Augustine, FL 32084 | 904.209.0150 | sjcfl.us



For clarity, does this section require the successful vendor to provide any services beyond the maintenance and repairs of existing equipment? For example, does the replacement (not repair) of any ATS, Generator and/or fuel tank require the vendor to provide the cost of equipment and installation services (by a 3rd party if necessary) at true cost with no markup?

Answer: Yes. As an example, the awarded vendor will be required to repair all generators that are owned by St. Johns County. If the generator has a Cummins engine, which is proprietary, the awarded vendor may not mark up the cost of Cummins work. These costs should be a pass-through expense. In addition, the awarded vendor must provide St. Johns County with the cost estimate

Page 7.

U. COOPERATIVE OR PIGGYBACK PURCHASE

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

For clarity, is the awarded vendor “obligated” to agree to the same contract terms and pricing with any other State, County, Municipality, or Political Subdivision in the State of Florida?

Answer: No, if the awarded Bidder deems it not in their best interest, they do not have to agree.

Page 10.

DD. PRICING

The pricing under this Bid shall remain firm throughout the duration of the initial term of the Contract. 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. Work covered under this Contract includes: cost of replacement parts (no markup), annual inspections, monthly maintenance, on-call emergency repair services, and on-call emergency responses during normal business hours. Normal business hours are Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays. Labor for on-call emergency repair work conducted after normal business hours shall be billed at established “after hours” rates. The County will not pay for travel or mileage for Maintenance/Repair work or Emergency After-Hours Work. Time will begin when Contractor arrives on site and end when Contractor leaves the site.

Cost of replacement parts is indicated as “no markup”. Does this mean parts sold to the county cannot be marked up over the cost of the vendor purchase price from the manufacturer? Or is this “no



markup” related to a price higher than MSRP? Is the contractor expected to pass through all parts to SJC at “True Cost”? Please clarify “no markup”.

Answer: Bidders should reference the first paragraph under Pricing. That paragraph states the following, “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”.

Page 23.

ATTACHMENT “H” LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County. In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Based on Page 6. B., The SJC Local Preference Policy is being waived. If the Local Preference remains omitted, would this section be omitted also?

Answer: It is not understood what the Bidder is asking. Attachment “H” is a list of sub-contractors/suppliers. This list is required so the County can ensure that any sub-contractors/supplies are properly licensed to perform work on County property. If the question is about Local Preference, then yes, this paragraph should be omitted.

Page 29

MINIMUM SPECIFICATION & CONDITIONS SCOPE OF WORK

Rental Fees: Any 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. The unit of time for rentals shall be per day. The rental fee shall include all necessary cables and pigtails to make connections from generating unit to the building being served. Rentals shall be for deployment at any time (normal business hours, after-hours, weekends, holidays, or before or after a declared emergency). The Contractor shall provide the County “first right of refusal” for temporary units during a time of a declared crisis. If the County does not have a need for generators the Contractor may utilize the units elsewhere. Availability of Units Respondents must submit a list of any 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 in Attachment “C” – List of availability of units provided herein.



Prior to bid submittal, will the county provide a list of each site needs for rental cables, pigtails, and other connection requirements?

Answer: No. The County has provided a list of generators that are used by the County. It is expected that the Bidder has the requisite knowledge to determine what type of cables, pigtails and connections may be needed.

Is the Contractor responsible for connecting the rental generator to the load and does it require a licensed electrical contractor?

Answer: Yes and yes a licensed electrical contractor will be required.

Due to the impact to rental maintenance and repair costs, is there a daily usage limit allowed for the rental generator or is this based on 24 hours of runtime per day?

Answer: The first 72 hours (or three (3) days) will be paid by the County. After that time frame the awarded vendor will provide rentals free of charge.

Does the county have a required list of rental generator configurations to have ready for deployment?

Answer: No, it does not.

For clarity, please define the first right of refusal. Is the contractor required to maintain a dedicated inventory of rental units that can be held for the County?

Answer: The County must have the first right of refusal to the awarded vendors inventory when it comes to disasters. It is understand that the vendor may not have specific generators. If the County needs a 115 kw generator and the vendor only has a 100kw generator, the County shall be given the first right to this generator if it will serve the needs of the County.

Is the "Capacity for the Vendor to Deliver" given consideration in this section and the quantity of uncommitted locally stored rental inventory be considered?

Answer: Yes.

Are there any penalties for not having Rental Inventory available at the time of county need?

Answer: No. However, the awarded vendor shall have a respectable number of rental generators that gives the County choices of generators.

Routine Maintenance & Repair The Contractor shall be responsible for routine maintenance and repair of equipment and shall perform necessary nonemergency and emergency repairs based on an hourly rate and markup 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. St. Johns County Facility Management staff shall be responsible for coordinating all services provided by the Contractor under this contract, determining if additional pricing shall be solicited for repairs or replacement of parts, and performing regular checks of the units to verify inspections and maintenance services performed by the Contractor



Markup for parts is mentioned in this section which contradicts the "no markup of parts" in other sections. Mark-up of parts is generally a bid item and stated as "Cost plus xx%".

Answer: See above

Page 34.

Response Time:

- a. *Response time for non-emergency repairs shall be within twenty-four (24) hours of Contractor notification by the County.*

For clarity, please define "Response Time". Response time could be determined as an acknowledgment of the service need, the services have been scheduled, arrival on site, proposal submitted or work completed.

Answer: In this instance, the Contractor must respond to the site within twenty-four (24) hours to access the problem and recommend a course of action.

- b. *Emergency repairs shall require the Contractor to have a qualified technician onsite within one (1) hour of Contractor notification by the County.*

Due to current and future population growth, traffic limitations and environmental circumstances that are out-of-vendor control, would the county consider the 4-hour industry standard for on-site Technician arrival?

Answer: No.

Would the county consider on-call fees for stand-by Technicians to meet the on-site requirement?

Answer: No.

Is the "Capacity for the Vendor to Deliver" given consideration in this section and the quantity of qualified local service Technicians?

Answer: No.

- c. *If an emergency repair cannot be completed within four (4) hours of arrival on site 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 hookup, 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 responsibility of the Contractor after the first seventy-two (72) hours from the time of set up.*

Please clarify the last sentence of this paragraph (if a delay in repair...). Who is responsible for the cost of a Temporary portable unit after 72 hours if the delay in repairs is caused due to unavailability of parts or the contractor's inability to perform the repair?

Answer: The last sentence states "If the delay in repair is caused due to the unavailability of parts or other circumstances within the Contractors control, charges for the portable rental unit shall be the responsibility of the Contractor after the first seventy-two (72) hours from time of set up."



Due to most rental generator sizes transport is not feasible for a 1-hour delivery due to St, Johns County infrastructure/road population.

Answer: See above

Considering the variety of makes and models of generators that the county owns, and parts availability is generally out of the vendor's control, would the county consider omitting this section?

Answer: No.

Based on locally stored parts inventory, does the "Capacity for the Vendor to Deliver" have any influence in this section?

Answer: No.

Page 35.

5. Response Time (cont):

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.

Please confirm that the contractor would be responsible only for the reduction of costs for maintenance that is covered under the payments made on a regular basis by SJC. The contractor should not be held liable for the cost of repairs that were not part of the routine services and did part of the fixed price maintenance payments.

Answer: 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.

In the event the contractor fails to meet response time, will the county hold the second contractor to the same rates and all contract requirements?

Answer: No.

Page 35.

6. 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 the 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 the next business day.



- i. *The Contractor shall perform any necessary approved repair(s) based on the approved cost proposal for the repair(s). No work other than the approved repair(s) 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 Scheduled for Rental Rates. Charges for the rental unit beyond seventy-two (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.*

Considering the variety of manufacturer makes, models, age and condition of generators that SJC owns, along with worldwide parts shortages which are generally out of the vendor's control, would the county consider omitting section 6. a. ii "Charges for the rental unit beyond seventy-two hours" or provide an alternative? The costs associated with rental generators could outweigh the total value of the equipment being repaired while waiting on unavailable parts.

Answer: No.

- a. *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 County. Installed new or 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.*
- l. *The cost of the replacement/repair parts shall be in accordance with the following:*
 1. *Cost shall not exceed the cost of 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 part on Exhibit "A" Quarterly and Annual Price per Unit List provided herein.

This section is written in a way that is interpreted as OEM parts would be required for all maintenance and repairs. Would the county consider new or like-new refurbished parts that "Meet the OEM Specifications" instead of "Approved by the original manufacturer"?

Answer: No. All replacement/repair parts must be genuine original manufactures parts, approved by the original manufacturer for the specific device being repaired/replaced, unless otherwise approved, in writing, by the County.

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 St. Johns County Facility Management Property Manager and Life Safety Specialist 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.

For safety purposes, various software-related tests, updates and adjustments can only be performed by the OEM Authorized Dealer, no matter which brand. When this occurs, does the county expect the awarded contractor to schedule and manage the 3rd party contractor, to carry out associated administrative duties, and be held to the same response time terms without any markup?

Answer: "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 Property Manager 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."

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1. Quarterly Maintenance & Inspections

a. The Contractor shall provide quarterly inspections and preventive maintenance services on all equipment at the indicated locations. Testing and adjustment of the equipment shall be performed on-site. The Contractor shall perform the following quarterly maintenance services on all equipment, systems, and/or components:

For all items listed in the Quarterly Maintenance & Inspections under sections ii through xv. where it is required to add or replace "as needed" for adjustments, additional oils, coolants, belts, hoses, clamps, sensors, actuators, ECU's and any other associated parts. Will the "as needed" costs be calculated as part of the quarterly and annual price or submitted to the county for approval as an additional fee when those items are needed?

Answer: Included in checking the governor oil level is "add oil as necessary". So yes, the cost of the oil should be provided as part of the service.

i. Test each generator for at least one (1) hour under full connected load;

Currently, SJC will not allow 1-hour connected load tests at certain locations during normal business hours. Will the load tests at these facilities be required after hours or will the requirement be waived for these locations?

Answer: Any facility that requires the tests be done after-hours will be done either prior to normal business hours or after normal business hours.

viii. Engine Safety Controls: 1. Check operations of all safety controls and emergency stops.

Some manufacturers may require proprietary software to test certain safeties. Will the contractor be required to hire the OEM Service providers to provide these services where required? Should the costs for these services be calculated as part of the quarterly and annual price or submitted to the county for approval as an additional fee when those items are needed?

Answer: See above.

x. Engine Test – with Load: 1. Test run the generator with the connected load energized for at least one (1) hour;



As noted in item i above, currently SJC does not allow 1-hour connected load at certain locations during normal hours or at all, please advise.

Answer: See above.

xiii. *Transfer Switch:*

1. Check all wiring, repair/replace as needed;
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 dropping out at 70% and pickup at 90% of rated voltage. Adjust as needed;
6. Attach calibration tag with date and calibration of relays noted; and
7. Advise County maintenance staff as to any options that may be added or changed.

Due to Technician Safety and OSHA regulations, supply and Load lines cannot be checked for proper torque while the transfer switch is energized. Does SJC plan to isolate/cut power to the building while this is performed? Industry standards set ATS maintenance as a separate item from Generator maintenance.

Answer: Under Transfer Switch, #2 "inspect to assure all supply and load lines are tight" can be done prior to running the generator.

Page 33.

2. Annual Maintenance

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

For all items listed in the Annual Maintenance under sections i through xi. where it is required to add or replace "as needed" for adjustments, additional oils, coolants, belts, hoses, clamps, sensors, actuators, ECU's, Ignition system parts and any other associated parts. Will the "as needed" costs be calculated as part of the quarterly and annual price or submitted to the county for approval as an additional fee when those items are needed?

Answer: See above.

Is the contractor responsible for repair costs associated with discontinued or obsolete parts?

Answer: No.

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 one every other year;
3. Replace the 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 the 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 the Ignition (or distributor) cap and replace it as necessary (where applicable)
6. Lube connection points (where applicable)
7. Lube advance wick (where applicable)
8. Lube upper and lower bearings;
9. Set timing;
10. Inspect and lube mechanical advance (where applicable)
11. Inspect all wires; and
12. Check the Engine Control Unit (ECU) with the appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.

For all items listed in the Ignition System under sections vii, items 1-12 through xv. where it is required to replace Plugs, Points, Condenser, Rotor, ignition cap, ECU, sensors, actuators and any other associated parts. Should these costs be calculated as part of the annual price or submitted to the county for approval as an additional fee when those items are needed? Under Annual Maintenance, a, I, it states

Answer: "Change oil and filters to comply with the manufacturer's specification".

Some manufacturers may require proprietary software to perform ECU checks and changes. Will the contractor be required to hire the OEM Service providers to provide these services where required? Should the costs for these services be calculated as part of the quarterly and annual price or submitted to the county for approval as an additional fee when those items are needed?

Answer: See above

ix. Engine Running:

1. Test the low oil pressure safety switch, and record seconds to shut down;
2. Test the high engine temperature safety switch, and record seconds to shut down;
3. Test over speed safety switch, record seconds to shut down;
4. Check pre-alarms (where applicable);
5. Check the over-crank system, record seconds to shut down; and
6. Check cycle crank time, and record seconds of cranking and seconds of rest.

Some manufacturers may require proprietary software to test certain safeties. Will the contractor be required to hire the OEM Service providers to provide these services where required? Should the costs for these services be calculated as part of the quarterly and annual price or submitted to the county for approval as an additional fee when those items are needed?

Answer: See above.

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III. Additions and Deletions of Equipment

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

Does the County assume responsibility for all repair costs and rentals associated with damage by lightning, natural disasters, or other Acts of God?



Answer: No. the rental unit shall be provided by the Contractor with the County paying the first seventy-two (72) hours.

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Fuel Polishing Services

The County shall be solely responsible for determining whether or not any fuel storage tanks or portable generators 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.

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:

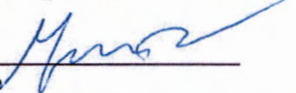
Please confirm that Fuel Polishing pricing proposals are to follow the Method 1 and Method 2 Scope but do not fall under other terms of this bid. All terms for Fuel Polishing services are stated on the individual pricing request and Purchase order.

Answer: Correct.

SUBMITTAL DEADLINE FOR BIDS REMAINS: Wednesday, August 30, 2023 by 2:00pm EST

****If there is a limitation on pages in the Solicitation, can use an Attachment for Bidders to complete and submit as opposed to signing/submitting each addendum.****

Acknowledgment:

Signature 

Greg Hanlon, EUP & General Manager

Printed Name/Title Authorized Representative

TAW Power Systems, Inc.

Respondent Company Name



END OF ADDENDUM NO. 1



ADDENDUM #2

August 17, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No 23-82: Countywide Generator Maintenance & Services

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid/RFP/RFQ Documents:

1. The following generators were removed from Exhibit B: Lift Station #1 Main St., Lift Station #2 Ball Field, & Lift Station #3 Youth Facility. Revised Exhibit B is attached hereto.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. What is the kW size of the generators at FS #16, FS #17, LS #1, LS #2, LS #3, and Utility Lab?

Answer:

FS #16 - Olympian 30 kw; Model #00123

FS #17 - Olympian 60 kw; Model #G75F35

Utility Lab - Caterpillar 350 kw; Model #C13

Lift Station #1 Main St – There is no generator at this location.

Lift Station #2 Ball Field – There is no generator at this location.

Lift Station #3 Youth Facility - There is no generator at this location.

2. Are any of the generators to be load tested medium, or high voltage?

Answer: High voltage.

SUBMITTAL DEADLINE FOR BIDS REMAINS: Wednesday, August 30, 2023 by 2:00pm EST

****If there is a limitation on pages in the Solicitation, can use an Attachment for Bidders to complete and submit as opposed to signing/submitting each addendum.****

Acknowledgment:

Signature

Greg Hanton, EVP & General Manager

Printed Name/Title Authorized Representative

THW Power Systems, Inc.

Respondent Company Name



END OF ADDENDUM NO. 2



TAW Power Systems, Inc.

6312 78th Street
Riverview, Florida 33578
Tel: 813-840-3500
Fax: 813-217-8074
www.tawinc.com

August 28, 2023

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

Re: Addendum 3 to IFB 23-82: Countywide Generator Maintenance & Services

To Whom It May Concern:

Please accept this letter as formal acknowledgement from TAW Power Systems, Inc. of Addendum #3 to the above-referenced invitation to bid. This letter is being sent as confirmation of our receipt of said addendum as the remainder of our bid response has already been delivered to the County. A signed copy of the addendum is included with this letter.

No further changes to our bid response are being requested secondary to this addendum. Please add this letter and the signed addendum to the remainder of our bid response package. We appreciate the opportunity to provide a response to this solicitation.

Thank you for your attention to this matter.

Sincerely,

Matthew Gould
Corporate Contract Review Manager

Enclosure



ADDENDUM #3

August 28, 2023

To: Prospective Bidders
From: St. Johns County Purchasing Division
Subject: Bid No 23-82: Countywide Generator Maintenance & Services

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the Bid Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the Bid Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the Bid Documents:

1. The submittal deadline for Bid Proposals is hereby extended to 2:00PM EST on Wednesday, September 06, 2023 due to the approaching Tropical Storm Idalia in our area

****If there is a limitation on pages in the Solicitation, can use an Attachment for Proposers/Respondents to complete and submit as opposed to signing/submitting each addendum.****

Acknowledgment:

Signature

Matthew D. Gould, Corporate Contract Review Manager

Printed Name/Title Authorized Representative

T&W Power Systems, Inc.

Respondent Company Name

END OF ADDENDUM NO. 3



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

INVITATION FOR BIDS NO: 23-82

COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150**

www.sjcfl.us/Purchasing/index.aspx

FINAL 7/26/2023

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

TABLE OF CONTENTS

- I. General Terms and Conditions
- II. Official County Bid Form
- III. Attachments:
 - a. Attachment "A" – St. Johns County Affidavit
 - b. Attachment "B" – License/Certification List
 - c. Attachment "C" – List of Availability of Units
 - d. Attachment "D" – Conflict of Interest Form
 - e. Attachment "E" – e-Verify Affidavit
 - f. Attachment "F" – Drug-Free Workplace Form
 - g. Attachment "G" – Claims, Liens, Litigation History
 - h. Attachment "H" – List of Proposed Sub-Contractors
 - i. Attachment "I" – Sworn Statement on Public Entity Crimes
 - j. Attachment "J" – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - k. Attachment "K" – Certification for Disclosure for Lobbying Activities

Separate Documents:

Exhibit A – Quarterly & Annual Price per Unit List

Exhibit B – Generator List

Exhibit C – FEMA Public Assistance Program Required Contract Clauses

Service Specifications

END OF TABLE OF CONTENTS

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

PART I – GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definition provided in the Policy.

B. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

C. BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided in the Bid Documents. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

D. BID DOCUMENTS

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing Division. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

E. INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the County by or before the deadline for questions provided herein.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid 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 Bid Documents by the County or its Representative less than **seven (7) days** prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

F. SUBSTITUTIONS

The materials, products and equipment described in the Bid 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 received by the Designated Point of Contact at least fourteen (14) calendar days submitted by the Bidder and has been received by the Owner at least **seven (7) 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 director'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.

G. DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Mark Rinberger, Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to mrinberger@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Jennifer McDaniel, Procurement Coordinator, at jmcdaniel@sjcfl.us.

H. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

I. QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (**4:00PM EST**) on **Wednesday, August 16, 2023** 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.

J. ADDENDA

Any change, clarifications, revisions, deletions, documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, documents, and information provided by addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

K. BID SUBMITTAL REQUIREMENTS

The submittal deadline for Bids shall be no later than (**2:00PM EST**) on **Wednesday, August 30, 2023**. Bids must be submitted to the SJC Purchasing Division located at 500 San Sebastian View, St. Augustine, FL 32084.

Each Bidder shall submit one (1) original hard copy, and one (1) duplicate of their Bid, in a sealed envelope or container, and plainly marked with the Bidder's full legal company name, mailing address, and recite: "**Bid No: 23-82; Countywide Generator Maintenance & Services**". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, shall be completed, and all requested

information provided. Information shall be typewritten or written with blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the Bid Documents.**

Bidder shall assume full responsibility for timely delivery at location designated above for receipts of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the submittal deadline for Bids will not be considered and shall be returned to the sender unopened.

Bidders must only submit one (1) Bid in response to this IFB. 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 numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alteration or erasure on the Bid Form must be initialed by the signer of the Bid, failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify the submitted Bid in any manner, to do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an authorized representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award will become exclusive property of the County.

L. BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

M. MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

N. COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information

requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.

O. CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly immediately after the submittal deadline specified herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder, or lowest, responsive, responsible Local Bidder, based upon the Total Bid Price.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

P. LOCAL PREFERENCE

While the St. Johns County Purchasing Procedure Manual includes a Local Preference Policy, there is potential for work issued under the awarded contracts to be funded through state and federal resources, which may prohibit the use of local preference in the consideration for award. As such, the County is waiving the application of the Local Preference Policy, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual.

Q. TAXES

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which Bidder is required to pay, must be included in the pricing proposed in the submitted Bid.

R. FORCE MAJEURE

Bidder pledges to provide the specified item(s) barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Bidder and County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

S. MINIMUM QUALIFICATION REQUIREMENTS

- Bidder must be fully licensed and authorized to do business in the State of Florida and must register with the State of Florida, Division of Corporations and register with St. Johns County upon award, if not already registered in St. Johns County.
- Respondents must have a minimum of ten (10) years' experience in generator maintenance, service and repair, must be a Manufacturers Authorized repair facility for on 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 Bidder must obtain, and show proof of a Local Business Tax Receipt upon award of a Contract.

Each Bidder must complete Attachment "B" 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.

T. 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 even, 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 Saint Johns County on a case by case basis. Saint Johns County reserves the right to deny the use of any sub-contractor. Bill 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.

U. COOPERATIVE OR PIGGYBACK PURCHASE

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

V. PAYMENT TERMS

Payment terms shall be in accordance with the Local Prompt Payment Act (Sections 218.70-218.80, Florida Statutes).

Awarded Bidder shall submit an invoice to the County User Department within thirty (30) days of work completed. The submitted invoice must contain the following information:

- Bidder's Full Legal Company Name and Address
- County's Ship To Address
- County Purchase Order Number
- Total Amount of Invoice
- Date of Delivery and Acceptance by County

Invoice must be submitted to:
St. Johns County Facilities Management
Building Operations Division
Attn: Julie M. Atkins
2416 Dobbs Rd
St. Augustine, FL 32086

Bidder shall not invoice for any items on back order that have not been delivered to, or accepted by the County.

For awarded Contract, Total Proposed Annual Price shall be established. This rate shall remain firm throughout the duration of the Contract, unless otherwise amended by the County.

The awarded Bidder's invoice(s) shall contain an itemized receipt of each part charged to the County per service & maintenance, with a description or part number, quantity, individual price, percentage of markup, detailed sub-contractor invoices(s), and total cost.

If an awarded Bidder fails to request and/or receive approval on a requested increase to the approved Total Proposed Annual Price rate in any given year, the awarded Bidder is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

W. TIME OF DELIVERY AND FORM OF BONDS

The **Payment and Performance Bond** form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Payment and Performance Bond must be recorded after the contract is signed by all parties.** The bidder will have three (3) days from receipt of fully executed contract to have the Payment and Performance Bond recorded. The bidder shall have the Payment and Performance Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

X. INDEMNITY

Bidder shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Bidder and persons employed or utilized by Bidder in fulfilling the requirements of the award.

To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, Bidder further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Bidder and persons employed or utilized by Bidder in fulfilling the requirements of the award.

To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Bidder" shall be construed to include, but not be limited to, Bidder, its staff, employees, subcontractors, all deliverers, Bidders, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Bidder.

Bidder's indemnity and hold harmless obligations shall extend to all Claims against the County by any third party or third-party beneficiary of the award and all liabilities, damages, losses, and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of the County, its officers or employees.

Y. INSURANCE

The Bidder shall not commence work on this purchase until all insurance required under this section and such insurance has been provided to and 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 Bidder shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Bidder 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. Compliance with the foregoing requirements shall not relieve the Bidder of its liability and obligations under an award by the County.

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

The Bidder shall maintain during the life of this Contract, Commercial General Liability Insurance to protect the Bidder

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 contract, whether such operations be by the Bidder or by anyone directly employed by or contracting with the Bidder.

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

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

Z. GOVERNING LAWS & REGULATIONS

Bidder shall be responsible for complying with any and all local, state and federal laws, ordinances, rules, codes, regulations and requirements relative to fulfilling the requirements of the award. The award 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 Supplier will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

AA. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to any award, and in accordance with section 448.095, Florida Statutes, Bidder and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Bidder shall require each of its subcontractors to provide Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder shall maintain a copy of such affidavit through and until final acceptance and payment.
- b. The County, Bidder, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Bidder otherwise complied, shall promptly notify subcontractor and Bidder shall immediately terminate the contract with the subcontractor.
- d. The County and Bidder hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any award terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
- e. Bidder acknowledges that, in the event that the County terminates this award for Bidder breach of these provisions regarding employment eligibility, then Bidder may not be awarded a public contract for at least one (1) year after such termination. Bidder further acknowledges that Bidder is liable for any additional costs incurred by the County as a result of the County's termination of this award for breach of these provisions regarding employment eligibility.
- i. Bidder shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

BB. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this transaction 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.
2. In accordance with Florida law, to the extent that Bidder's performance constitutes an act on behalf of the County, Bidder shall comply with all requirements of Florida's public records law. Specifically, if Bidder is expressly authorized, and acts on behalf of the County, Bidder shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) 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;
 - (c) Ensure that public records related to this transaction that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law, if the Bidder does not transfer the records to the County; and
 - (d) Upon acceptance of delivered product(s), transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County.

If the Bidder transfers all public records to the County upon acceptance of the product(s), the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records, the Bidder 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 Bidder to comply with the requirements of this section shall be grounds for immediate, unilateral termination by the County.

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

CC. CONTRACT DURATION & RENEWAL

The Contract for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, providing satisfactory performance is maintained. The Contract may be renewed in one (2) two year renewal if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Division and SJC Facilities Management, or their designees, and availability of funds for the fiscal year of the renewal period.

DD. PRICING

The pricing under this Bid shall remain firm throughout the duration of the initial term of the Contract. 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.

Work covered under this Contract includes: cost of replacement parts (no mark-up), annual inspections, monthly maintenance, on-call emergency repair services, and on-call emergency responses during normal business hours. Normal business hours are Monday – Friday, 8:00am – 5:00pm, excluding County observed holidays. Labor for on-call emergency repair work conducted after normal business hours shall be billed at established “after hours” rates.

The County will not pay for travel or mileage for Maintenance/Repair work or Emergency After-Hours Work. Time will begin when Contractor arrives on site and end when Contractor leaves the site.

EE. 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.

FF. 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.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 23-82

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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 this solicitation, and having carefully examined the Bid Documents and Specifications for **Bid No: 23-82; Countywide Generator Maintenance & Services**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

TOTAL PROPOSED ANNUAL PRICE:

\$ _____
Amount Written in Numerals

\$ _____ /Dollars
Amount Written in Words

NOTE: Proposed Annual Price shall include any and all fees, surcharges, and any other additional monies associated with performing the work required by this Contract. The Annual Proposed Price above shall be the final price changed to the County for work performed.

Each Bidder shall submit the Total Proposed Annual Price, after-hours hourly labor rate, and non-preventative maintenance/repair normal business hour's hourly labor rate in the table below. The Total Proposed Annual Price for all units shall dictate the total annual proposed price submitted on the Bid Proposal above. Failure to submit individual monthly rates for the identified units per location may result in removal from consideration for award of a contract.

Bidder shall insert the Total Proposed Annual Price, in numerals and in words. In the event of a discrepancy between the two amounts the amount written in words will be used.

In the event the Total Proposed Annual Price is illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

Bidder must complete and attach all required Forms and Attachments provided herein to the submitted Bid. Failure to submit any required document, may be grounds for disqualification and removal from further consideration.

Bidder acknowledges the County's issuance of the following Addenda:

No.: _____ Date 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 proposed work and the sources of supply for any specified 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 Owner, 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 Owner.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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: _____

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "A"**

ST. JOHNS COUNTY AFFIDAVIT

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the firm of _____ (Full Legal Name of Bidder) submitting the attached Bid for the completion of work specified in the Bid Documents for **BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm, or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her 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 Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 2023.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2023, by Affiant who is personally known to me or has produced _____ as identification. Type and number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "B"**

License / Certification List

Bidder shall list all **current** licenses and certifications held by the firm and/or Key Personnel of the Bidder. Failure to demonstrate any required licenses or certifications which are stated as a minimum qualification, shall be grounds for disqualification and removal from further consideration. A copy of each license or associated document(s) shall be attached to this form and submitted with the Bid.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			
FL Certified General Contractor's License			

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "C"

List of Availability of Units

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

Generator Size	Tank Size	Quantity	Rental Fee Per Unit

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "D"**

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 23-82; Countywide Generator Maintenance & 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 Bidder'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.

Bidders are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Bidders, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Bidder'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.

Full Legal Name of Bidder: _____

Authorized Representative(s) : _____

Signature	_____	Print Name/Title	_____
Signature	_____	Print Name/Title	_____

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "E"

E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ ("Affiant"), being duly authorized by and on behalf of _____
_____ ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. In accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the award to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the award are legally authorized to work in the United States and the State of Florida constitutes a breach of the Agreement for which St. Johns County may immediately terminate without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to St. Johns County for any costs incurred by St. Johns County resulting from Bidder's breach.

DATED this _____ day of _____, 2023.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____
day of _____, 2023, by Affiant, who is personally known to me or has produced _____
_____ as identification.

Notary Public
My Commission Expires: _____

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
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: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "G"

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 sub-consultant) or been sued by or had a formal claim filed by an owner, sub-consultant 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 7 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 five (5) 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: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "H"

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Services for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

In order to qualify for Local Preference, if the Bidder is NOT a Local Business, and/or is NOT self-performing at least 50% of all Services specified under this solicitation, the Bidder must utilize qualified Local Businesses to complete a minimum of 50% of all Services. Any sub-contractors/suppliers proposed as Local Businesses, must be accompanied by sufficient documentation demonstrating qualification as a Local Business in accordance with Section 16.1 of the SJC Purchasing Policy.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Local Business (Yes/No)	Percentage (%) of Total Work/Services

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "I"

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES**

(To be signed by an Authorized Representative of Respondent and Notarized.)

The Affiant _____, (Full Legal Name) who, being by me first duly sworn, made the following statement:

1. The business address of _____ (Full Legal Name of Respondent) is _____
2. My relationship to _____ (Full Legal Name of Respondent) is _____ (Title).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Respondent Full Legal Name

By: _____
Signature of Authorized Representative

Printed Name & Title

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any sub-contractor, sub-consultant, material supplier or vendor, that it proposes to contract with no perform

SUBCONSULTANT:

By: _____
Signature

St. Johns County BOCC
Sub-Recipient's Name

Name and Title

Division Contract Number

Street Address

FPN Project Number

City, State, Zip

Date

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
ATTACHMENT "K"

Certification for Disclosure for Lobbying Activities

The Respondent certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (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 any federal 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Respondent: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

**BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
MINIMUM SPECIFICATIONS & CONDITIONS**

SCOPE OF WORK:

The Contractor shall provide all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, materials, and incidentals expressly required for the service, maintenance, and repairs of all St. Johns County generators. All generators and related equipment shall be maintained per the specifications outlined below, and in full compliance with any local, state or federal regulations.

There are approximately one hundred (100) fixed generators with storage tanks and portable generators currently in operation 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 necessary equipment to perform the services stated herein.

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 badge, which will be issued to the Contractor upon award. The Contractor is responsible for the safekeeping of the key/badge and will be responsible for the cost to reissue/replace the key/badge if lost. If the key/badge is lost, Contractor MUST report the lost key/badge to the Director of Facility Management immediately upon discovering the key/badge is lost.

All generator sites are accessible by truck to within fifty feet (50'). Some are accessible right to the unit enclosure or building.

The County handles all of the Florida Department of Environmental Protection (FDEP) agency requirements for the fuel storage tanks in-house.

Rental Fees:

Any 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. The unit of time for rentals shall be per day.

The rental fee shall include all necessary cables and pigtails to make connections from generating unit to the building being served. Rentals shall be for deployment at any time (normal business hours, after-hours, weekends, holidays, or before or after a declared emergency). The Contractor shall provide the County "first right of refusal" for temporary units during a time of a declared crisis. If the County does not have a need for generators the Contractor may utilize the units elsewhere.

Availability of Units

Respondents must submit a list of any 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 in Attachment "C" – 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 markup 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.

St. Johns County Facility Management staff shall be responsible for coordinating all services provided by the Contractor under this contract, determining if additional pricing shall be solicited for repairs or replacement of parts, and performing regular checks of the units to verify inspections and maintenance services performed by the Contractor.

1. Quarterly Maintenance & Inspections

- a. The Contractor shall provide quarterly inspections and preventive maintenance services on all equipment at the indicated locations. Testing and adjustment 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 the manufacturer's specifications;
 3. Check governor oil level and add oil as necessary (where applicable);
 4. Check the condition of lube oil hoses and connections;
 5. Check oil based heater and adjust as needed;
 6. Check injection pump oil level and add old as needed (where applicable);
 7. Check engine breather. Clean and remove any oil residue, dust, dirt, and/or other obstruction;
 8. Start the engine, check oil pressure, and record;
 9. Check engine oil stick for water or residue;
 10. Check the turbocharger for oil leaks (where applicable);
 11. Check front and rear crankshaft seals for oil leaks; and
 12. Check the equipment hour meter for hours of operation and compare it to the manufacturer's operations and service manual. If hours of operation are near or exceed the manufacturer's stipulated time for oil service, change the oil and filter with the manufacturer's approved oil and filter. Start the engine and check for oil leaks at the filter. Check the oil stick for proper oil level.
 - iii. Fuel Delivery System:
 1. Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injector pumps, priming pumps, etc. for leaks. Correct as needed;
 2. Check the operation of day tanks (where applicable);
 3. Drain water from fuel traps (where applicable);
 4. Drain water from the 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 antifreeze 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 the condition of water hoses and clamps and repair/replace them as needed;
 7. Check for leakage and repair any leaks;
 8. Check the water filter and replace filter elements annually or as needed, whichever is sooner;
 9. Pressure test radiator and cap and repair/replace as needed;
 10. Check the water pump for leaks and bearing noise;

11. Verify that the temperature gauge is reading the correct temperature using an infrared device;
 12. Check the operation of the engine heater and switch and repair/replace as needed;
 13. Check fan and radiator for physical damage, obstruction, and leaks, repair/replace as needed; and
 14. Drain and replace antifreeze as needed.
- v. Air System:
1. Check air cleaner (dry type);
 2. Check and service oil bath air cleaner as needed (where applicable); and
 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 adjust as needed;
 3. Check battery trickle charger and record rate;
 4. Check battery connections, clean and tighten them as needed;
 5. Lubricate the generator, starter, and crank;
 6. Check the air compressor, if not electric start;
 7. Check for loose load line connections and emergency supply line connections;
 8. Check the ammeter for discharging while cranking; and
 9. Check the ammeter for a full charge at start-up.
- vii. Exhaust System:
1. Inspect the entire exhaust system;
 2. Check the rain cap for leaks; and
 3. Inspect manifold connection for leads, and 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 the engine and check operations. Adjust RPMs 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; and
 3. Shut down the engine and return to normal automatic condition unless otherwise noted.
- xi. Ignition System:
1. Inspect all wires; and connections.
 2. Check the Engine Control Unit (ECU) with the appropriate diagnostic system/software and replace sensors/actuators and/or ECU as needed.
- xii. Generator Sets:
1. Check slip ring and repair/replace as needed;
 2. Check the commutator and replace it as needed;
 3. Check brushes to assure they are free, repair/replace as needed;
 4. Inspect generator wiring for fraying, repair/replace as needed;
 5. Check and record each phase volts, amps, and frequency, check the operation of the transfer switch;
 6. Check automatic start-up;
 7. Check generator grounding, repair/replace as needed;
 8. Adjust the voltage regulator as needed;

9. Check generator windings and armature for cleanliness;
10. Check exciter belts for graying or cracking, and replace them as needed;
11. Check the exciter 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. Re-torque as needed; and
17. Verify phase relay drop out and pick up points, and adjust as needed.

xiii. Transfer Switch:

1. Check all wiring, repair/replace as needed;
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 dropping out at 70% and pickup at 90% of rated voltage. Adjust as needed;
6. Attach calibration tag with date and calibration of relays noted; and
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/injector for proper adjustments and correct as needed;
4. Check choke adjustment (where applicable);
5. Check the 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 the turbocharger for noise;
10. Check the pre-lube pump for proper operation;
11. Check engine high idle speed and correct as needed;
12. Check the engine's low idle speed and correct it 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 them if loose, replace them if broken; and
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 the engine is running under the actual connected load, adjust voltage and frequency;
2. Adjust the 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 under-voltage sensors;
10. Calibrate over-voltage 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 the battery charging system; and
18. Clean up the work area.

2. Annual Maintenance

- a. Annual maintenance and repair services shall include all of the requirements of the quarterly maintenance stated above along with the following services. Annual maintenance shall be completed every year or every one hundred (100) hours of operation, whichever occurs first:
 - i. Change oil and filters to comply with the manufacturer's specifications. Only the 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); and
 4. Take an oil sample and send it to an approved laboratory for analysis. Provide a copy of the report to County maintenance staff.
 - iii. Fuel Delivery System:
 1. Lubricate the day tank float switch and manual pump (where applicable);
 2. Replace fuel filters;
 3. Lubricate carburetor and linkage (where applicable); and
 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; and
 2. Check and lubricate the 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 one every other year;
 3. Replace the 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 the 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 the ignition (or distributor) cap and replace it as necessary (where applicable)
 6. Lube connection points (where applicable)
 7. Lube advance wick (where applicable)
 8. Lube upper and lower bearings;

9. Set timing;
10. Inspect and lube mechanical advance (where applicable)
11. Inspect all wires; and
12. Check the Engine Control Unit (ECU) with the 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; and
4. Inspect the rear bearing.

ix. Engine Running:

1. Test the low oil pressure safety switch, and record seconds to shut down;
2. Test the high engine temperature safety switch, and record seconds to shut down;
3. Test over speed safety switch, record seconds to shut down;
4. Check pre-alarms (where applicable);
5. Check the over-crank system, record seconds to shut down; and
6. Check cycle crank time, and record seconds of cranking and seconds of rest.

x. Accessories:

1. Lubricate all hinges, door locks, 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; and
3. Provide a complete written report of the load bank test to Facility Management – Building Operations Division, Life Safety Specialist.

3. 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, at no additional cost to the County, of all oil and filters by any and all Federal, State, and Local Laws, regulations, codes, and rules regarding the disposal of hazardous materials.

4. 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 the 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 supplies 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.

5. 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 on site 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 hookup, 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 responsibility of the Contractor after the first seventy-two (72) hours from the time of set up.
- d. Notifications from the County of required repairs, both non-emergency and emergency, shall be made via a telephone call to the Contractor and followed up with 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.

6. 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 the 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 the next business day.
 - i. The Contractor shall perform any necessary approved repair(s) based on the approved cost proposal for the repair(s). No work other than the approved repair(s) 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 Scheduled for Rental Rates. Charges for the rental unit beyond seventy-two (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 County. Installed new or 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 of 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 St. Johns County Facility Management Property Manager and Life Safety Specialist 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 a generator or switchgear fails and the work requires permitting for the electrical work, the Contractor shall be responsible for having the State of Florida licensed Electrical Contractor perform the necessary services.

The Contractor shall have a Florida Department of Agriculture and Consumer Services licensed Liquefied Petroleum Gas Installer perform any services to repair/replace 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 Monday through Friday, 8:00 a.m. to 5:00 p.m. To arrange for an appointment to perform service at a particular facility, the Contractor must contact the assigned Property Manager and the Life Safety Specialist with a minimum of forty-eight (48) hours advance notice.
- b. The Contractor shall complete all required reports within ten (10) consecutive calendar days of scheduled service.

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 notify the Life Safety Specialist. All changes to the inventoried equipment must be memorized with a Contract Amendment.
- b. The inventory shall include a minimum of:
 - i. Make, model, serial number, and location of each piece of equipment;
 - ii. Any existing manufacturer's warranties on equipment added, if applicable; and
 - 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 the Life Safety Specialist who will 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 and 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 to this Contract.
- 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 pro-rate 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 the equipment deleted has been pre-paid, then the Contract 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 who will 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 Agreement have been screened through the appropriate method outlined below, prior to any work being performed:

- I. Level I Background Screening: Required for any and all Contractor personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver's license record, national sexual offender, and employment history.
- II. Level II Background Screening: Required for any and all Contractor personnel as specified in Chapter 435.06, Florida Statute.
- III. Contractor personnel who undergoes 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 specified 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 whom the Contractor intends to perform work under this Contract.
- c. The Contractor shall not assign any individuals 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 individuals to provide services under this Contract who is under the 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 that 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 and Documentation

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 any fuel storage tanks or portable generators 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.

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 the sludge, water, grime, and contaminated diesel from the bottom of the tank after removing all 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 return the fuel 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 in 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 a biocide to deter microbial growth and a stabilizer to deter fuel degradation. The additive shall meet or exceed all manufacturer recommendations. Additives to be used in Caterpillar generators shall be handled exactly as specified in the owner's manual for each specific 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/or 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.

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

Exhibit "A" Quarterly & Annual Price Per Unit List

Location	Address	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 per Year	Warranty
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					
SJSO Law Enforcement	4075 Lewis Speedway					
SJSO Aviation	455 Hawkeye View Ln					
SJSO Ag Center	3125 Agricultural Dr					
SJSO Communication Ctr	4455 Avenue A					
SJSO Mobile Command Ctr	3955 Lewis Speedway					
SJSO Mobile Command Ctr	3955 Lewis Speedway					
SJSO Clandestine Trailer	3955 Lewis Speedway					
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway					
SJSO Work Release Center	4025 Lewis Speedway					
Utility Administration Bldg	1205 SR 16					
Anastasia Island WWTP 1	860 W. 16th St.					
Anastasia Island WWTP 2	860 W. 16th St.					
SR 16 WWTP	3000 Industry Center Dr					
SR 207 WWTP	4428 Golf Ridge Dr					
Marsh Landing WWTP	166 Marsh Cove Dr					
Players Club WWTP	5250 Palm Valley Rd					
Sawgrass WWTP	10042 Sawgrass Dr					

Inlet Beach WWTP	605 Palmera Dr					
SR 16 Reuse Booster	3000 Industry Center Dr					
CR 214 WTP 1	2160 Water Plant Rd					
CR 214 WTP 2	2160 Water Plant Rd					
CR 214 WTP Portable	2160 Water Plant Rd					
CR 214 Water Well TR #45	2160 Water Plant Rd					
CR 214 Water Well TR #46	2160 Water Plant Rd					
CR 214 Water Well TR #47	2160 Water Plant Rd					
CR 214 Water Well TR #48	2160 Water Plant Rd					
CR 214 Water Well TR #49	2160 Water Plant Rd					
NE WTP	326 Van Gogh Cir					
NW WTP	3390 International Golf Pkwy					
NW Water Reclamation Facility	3450 International Golf Pkwy					
Inlet Beach WTP	601 Palmera Dr					
Marsh Landing WTP	25570 Marsh Landing Pkwy					
Plantation WTP	105 Tabby Ln					
Fruit Cove WWTP	797 Fruit Cove Dr. E					
Bartram Oaks WTP - Portable	412 Treaty Oak Ln					
Plantation Well Site #5	105 Tabby Ln					
Shore Drive Master Lift Station	208 Shore Dr					
NW Master Lift Station	3390 International Golf Pkwy					
Coquina Crossing Lift Station #1	4560 Coquina Crossing Dr					
Shores Master Lift Station	493 Domenico Cir					
Riverside Master Lift Station	225 Riverside Blvd					

Whisper Creek Lift Station	528 Pointed Creek Dr					
Lift Station Portable	2100 Arc Dr					
Lift Station Portable	2100 Arc Dr					
Fox Creek Stormwater	1686 Brian Way					
FS #16	235 Murabella Parkway					
FS #17	10001 Cartwheel Bay Ave					
FS #18	1055 Crosswater Parkey					
Stratton Rd Transfer Station	250 N Stratton Rd					
Tillman Ridge	3005 Allen Nease Rd					
Tillman Unit Mobile	3005 Allen Nease Rd					
Fairgrounds	5840 SR 207					
Equestrian Center	8200 Smith Rd					
Flagler Estates Tower	9685 Light Ave					
AG Center Tower	3057 Agricultural Center Dr					
Onion Patch Tower	1762 Borrow Pit Rd					
Old Moultrie Tower	1555 Old Moultrie Rd					
Sampson Tower	10005 Cartwheel Bay Ave					
Bakersville Tower	5885 CR 208					
Armstrong Tower	6245 SR 207					
Watson Rd Tower	5125 Crescent Technical Ct					
12 Mile Tower	235 N Stratton Rd					
Favor Dykes Tower	9655 US Hwy 1 S.					
Ponte Vedra Tower	5430 Palm Valley Rd					
SJSO Water Plant Rd	2160 Water Plant Rd					
Road & Bridge	1625 Industry Center Rd					
Public Works Facility	3750 Industry Center Rd					

Council on Aging Transit Center	2595 Old Moultrie Rd					
EOC Portable - Whisper Watt	100 EOC Dr					
Courthouse	4010 Lewis Speedway					
SJC Administration	500 San Sebastian View					
NW Annex	725 Flora Branch					
Ponte Vedra Annex	99 N. Palm Valley Rd					
SE Annex	6685 US Hwy 1 S.					
Courthouse Administration	4020 Lewis Speedway					
Permit Center	4040 Lewis Speedway					
Tax Collector	4030 Lewis Sppedway					
Central Receiving	4010 B Lewis Speedway					
Health & Human Services Bldg	200 San Sebastian View					
Pacetti Bay Middle School	245 Meadow Lark Ln					
SJC EOC	100 EOC Dr					
AG Center Tower	3125 Agricultural Dr					
Wind Mitigation Center	3125 Agricultural Dr					
Hastings Communication Ctr	6195 S. Main St					
Medical Examiners	4501 Avenue A					
SJC Fire Service Admin Bldg	3657 Gaines Rd					
FS #1	130 Canal Blvd					
FS #2	1120 Sheffield Rd					
FS #3	6010 SR 13 N.					
FS #4 Pull Behind	3400 CR 208					
FS #5	200 St. Augustine South Dr					
FS #8	7985 Morrison Blvd					
FS#14.	1255 W. King St					

FS #15	290 Pine Island Rd					
Hastings WWTP	900 N. Main St					
Hastings WTP	102 S. Dancy Ave					
Lift Station #1 Main St	603 N. Main St.					
Lift Station #2 Ball Field	281 W. Essex @ Beaman Ave					
Lift Station #3 Youth Facility	765 East St					
Tillman Lechate	3005 Allen Nease Rd					
South Water Storage Tank	4998 A1A S.					
Freedom Crossing Academy	1365 Shetland Dr					
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way					
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way					
FS #19	205 Veterans Parkway					
Pet Center	130 N. Stratton Rd					
Utility Lab	3930 Inman Rd					Under warranty starting 2024
Facility Management	2416 Dobbs Rd					Under warranty starting 2024

BID NO: 23-82; COUNTYWIDE GENERATOR MAINTENANCE & SERVICES

Exhibit "B" Generator List

Location	Address	Tank Size	Fuel	Manufacture	Generator Size	Model #	Serial #
SJSO Administration	4015 Lewis Speedway	1600	Diesel	Cummins	300 kw	DFCB-5738230	J050839947
SJSO Detention Annex	4025 Lewis Speedway	500	Diesel	Cummins	67 kw	DGDB-5739829	1050828546
SJSO Outback Unit	3955 Lewis Speedway	3400	Diesel	Caterpillar	600kw	LC7	G7A03557
SJSO Jail	3955 Lewis Speedway	2000	Diesel	Caterpillar	500 kw	SR4	4R100699
SJSO Evidence	4015 Lewis Speedway	N/A	Natural Gas	Generac	300 kw	SG230	3003436135
SJSO Law Enforcement	4075 Lewis Speedway	N/A	Natural Gas	Kohler	50 kw	50REZGB	SGM32KCGC
SJSO Aviation	455 Hawkeye View Ln	250	Diesel	Generac	100 kw	SD100	3013511339
SJSO Ag Center	3125 Agricultural Dr	250	Propane	Generac	25 kw	50401	4038595
SJSO Communication Ctr	4455 Avenue A	2000	N/A	Caterpillar	500 kw	SR4	5NA10411
SJSO Mobile Command Ctr	3955 Lewis Speedway	N/A	N/A	N/A	12.5 kw	HDKCB11506B	E070062679
SJSO Mobile Command Ctr	3955 Lewis Speedway	N/A	N/A	N/A	12.5 kw	HDKCB11506B	F070073049
SJSO Clandestine Trailer	3955 Lewis Speedway	7	Diesel	Kubota	10 kw	11000	756480
SJSO Crisis Negotiation Trailer	3955 Lewis Speedway	30	Diesel	Onan	10 kw	10HDCAA1150 6D	273565943
SJSO Work Release Center	4025 Lewis Speedway		Natural Gas	Generac	130 kw	G130LG2	GXC02632
Utility Administration Bldg	1205 SR 16	3400	Diesel	Caterpillar	750 kw	C27	GDS00424
Anastasia Island WWTP 1	860 W. 16th St.	4000	Diesel	Cummins	750 kw	DQFAA-7514907	L080224892
Anastasia Island WWTP 2	860 W. 16th St.	2000	Diesel	Caterpillar	750 kw	3508	23Z00849
SR 16 WWTP	3000 Industry Center Dr	1500	Diesel	Caterpillar	500 kw	3412	FNA09951

SR 207 WWTP	4428 Golf Ridge Dr	1500	Diesel	Caterpillar	300 kw	N/A	N/A
Marsh Landing WWTP	166 Marsh Cove Dr	2000	Diesel	Caterpillar	300 kw	3406	4PM0027
Players Club WWTP	5250 Palm Valley Rd	2000	Diesel	Caterpillar	800 kw	N/A	N/A
Sawgrass WWTP	10042 Sawgrass Dr	10,000	Diesel	Caterpillar	750 kw	N/A	N/A
Inlet Beach WWTP	605 Palmera Dr	2000	Diesel	Olympian	125 kw	D75P3	NPF00612
SR 16 Reuse Booster	3000 Industry Center Dr	600	Diesel	Cummins	124 kw	DSGAB6308531	61001789640
CR 214 WTP 1	2160 Water Plant Rd	1500	Diesel	Caterpillar	800 kw	SR4	5UAO1431
CR 214 WTP 2	2160 Water Plant Rd	8000	Diesel	Caterpillar	1500 kw	3512	G6J00163
CR 214 WTP Portable	2160 Water Plant Rd	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66LSDA00227
CR 214 Water Well TR #45	2160 Water Plant Rd	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66KSDA00222
CR 214 Water Well TR #46	2160 Water Plant Rd	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66ASDA00274
CR 214 Water Well TR #47	2160 Water Plant Rd	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66HSDA00245
CR 214 Water Well TR #48	2160 Water Plant Rd	240	Diesel	Caterpillar	125 kw	D125-6	CAT00C66CN6D01195
CR 214 Water Well TR #49	2160 Water Plant Rd	1500	Diesel	Caterpillar	500 kw	SR-4	6DAO2586
NE WTP	326 Van Gogh Cir	4000	Diesel	Caterpillar	500 kw	3412	81Z25402
NW WTP	3390 International Golf Pkwy	6000	Diesel	Caterpillar	1000 kw	D80-8	CN600298
NW Water Reclamation Facility	3450 International Golf Pkwy	8000	Diesel	Cummins	1500 kw	DQGAB-A051B839	L140780796
Inlet Beach WTP	601 Palmera Dr	2000	Diesel	Caterpillar	350 kw	3406	4RG01521
Marsh Landing WTP	25570 Marsh Landing Pkwy	2000	Diesel	Caterpillar	300 kw	3408	67403696
Plantation WTP	105 Tabby Ln	1000	Diesel	Caterpillar	500 kw	3412	136-6634
Fruit Cove WWTP	797 Fruit Cove Dr. E	150	Diesel	Kohler	60 kw	60R0ZJ	331057

Bartram Oaks WTP - Portable	412 Treaty Oak Ln	500	Diesel	Caterpillar	80 kw	D80-6	D4B02974
Plantation Well Site #5	105 Tabby Ln	150	Diesel	Olympian	75 kw	D75P3	F6130A-001
Shore Drive Master Lift Station	208 Shore Dr	1500	Diesel	Caterpillar	250 kw	C9	N/A
NW Master Lift Station	3390 International Golf Pkwy	1100	Diesel	Cummins	350 kw	NTA-855-GA	NTA855G
Coquina Crossing Lift Station #1	4560 Coquina Crossing Dr	500	Diesel	Olympian	100 kw	D100P1	OLY00000ANPS01211
Shores Master Lift Station	493 Domenico Cir	500	Diesel	Olympian	75 kw	D75P3	N/A
Riverside Master Lift Station	225 Riverside Blvd	500	Diesel	Olympian	125 kw	D125P1	OLY00000JNATO0660
Whisper Creek Lift Station	528 Pointed Creek Dr	930	Diesel	Caterpillar	250 kw	C9	C9E00823
Lift Station Portable	2100 Arc Dr	240	Diesel	Caterpillar	100 kw	3116DT	INJ00965
Lift Station Portable	2100 Arc Dr	240	Diesel	Caterpillar	200 kw	200P3	OLY00000ENNS02312
Fox Creek Stormwater	1686 Brian Way	3000	N/A	Caterpillar	350 kw	LCS	G6B16676
FS #16	235 Murabella Parkway	N/A	N/A	Olympian	208/120 volts	OLY00000ANGG00123	20231030WDG646
FS #17	10001 Cartwheel Bay Ave	250	N/A	Olympian	240/120 Volts	G75F3S	OLY00000HNFC0237
FS #18	1055 Crosswater Parkway	500	N/A	Generac	100 kw	SG0100GG1890V18	9487756
Stratton Rd Transfer Station	250 N Stratton Rd	250	N/A	Caterpillar	46.6 kw	D50-S	M2A02217
Tillman Ridge	3005 Allen Nease Rd	300	N/A	Caterpillar	80 kw	D125-6	CAT00C66JN6D01602
Tillman Unit Mobile	3005 Allen Nease Rd	50	N/A	Onan	50 kw	40DGBC	C960600092
Fairgrounds	5840 SR 207	1000	N/A	Caterpillar	300 kw	3306	46BH8502
Equestrian Center	8200 Smith Rd	250	Natural Gas	Generac	10 kw	522440	4400819
Flagler Estates Tower	9685 Light Ave	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1690
AG Center Tower	3057 Agricultural Center Dr	2500	Natural Gas	N/A	130 kw	G130LG2	GXCO1701

Onion Patch Tower	1762 Borrow Pit Rd	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1691
Old Moultrie Tower	1555 Old Moultrie Rd	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1699
Sampson Tower	10005 Cartwheel Bay Ave	N/A	Natural Gas	N/A	130 kw	G130LG2	GXCO1700
Bakersville Tower	5885 CR 208	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1694
Armstrong Tower	6245 SR 207		Natural Gas	N/A	80 kw	G80LG2	GXCO1698
Watson Rd Tower	5125 Crescent Technical Ct	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1687
12 Mile Tower	235 N Stratton Rd	1500	Natural Gas	N/A	80 kw	G80LG2	GXCO1696
Favor Dykes Tower	9655 US Hwy 1 S.		Natural Gas	N/A	80 kw	G80LG2	GXCO1693
Ponte Vedra Tower	5430 Palm Valley Rd	1000	Natural Gas	N/A	80 kw	G80LG2	GXCO1695
SJSO Water Plant Rd	2160 Water Plant Rd	500	N/A	Generac	500 kw	50401	4038595
Road & Bridge	1625 Industry Center Rd	500	N/A	Caterpillar	115 kw	SR4	GJA01012
Public Works Facility	3750 Industry Center Rd	750	N/A	Generac	500 kw	S500	3002253171
Council on Aging Transit Center	2595 Old Moultrie Rd	500	N/A	Kohler	50 kw	50REOZJC	2285409
EOC Portable - Whisper Watt	100 EOC Dr	30	N/A	N/A	22 kw	DCA25SSIU	3762760
Courthouse	4010 Lewis Speedway	2000	N/A	Caterpillar	720 kw	3412	4BZ01480
SJC Administration	500 San Sebastian View	8670	N/A	Cummins	2.18 mw	QSKTA60-GE	D593008GX03
NW Annex	725 Flora Branch	1000	N/A	Caterpillar	250 kw	3306	2AJ00842
Ponte Vedra Annex	99 N. Palm Valley Rd	200	Diesel	Generac	30 kw	97A01922-S	2034213
SE Annex	6685 US Hwy 1 S.	800	N/A	Cummins	150 kw	DSGC-5937545	J070121823
Courthouse Administration	4020 Lewis Speedway	2100	N/A	Cummins	400 kw	DFCE-5738229	H050820872
Permit Center	4040 Lewis Speedway	2000	N/A	Caterpillar	800 kw	3412	TFT0077
Tax Collector	4030 Lewis Sppedway	1000	N/A	Caterpillar	400 kw	3406	KPS00712
Central Receiving	4010 B Lewis Speedway	300	Natural Gas	Generac	20 kw	00591-6	3091097


Health & Human Services Bldg	200 San Sebastian View	5700	Diesel	Generac	120 kw	IDLC1250-2MU	P1412160005
Pacetti Bay Middle School	245 Meadow Lark Ln	1038	N/A	Caterpillar	500 kw	C18	EST00211
SJC EOC	100 EOC Dr	4000	N/A	Kohler	500 kw	500REOZVB	2237300
AG Center Tower	3125 Agricultural Dr	1165	N/A	Olympian	200 kw	D200P4	ENNS01015
Wind Mitigation Center	3125 Agricultural Dr	500	N/A	Olympian	75 kw	D75P15	OLY00000ENP501813
Hastings Communication Ctr	6195 S. Main St	300	N/A	Generac	100 kw	D100P1	OYL00000PNPS00570
Medical Examiners	4501 Avenue A	750	N/A	Olympian	125 kw	D125P2	TNPS01975
SJC Fire Service Admin Bldg	3657 Gaines Rd	2000	N/A	Kohler	650 kw	650REOZDC	2162390
FS #1	130 Canal Blvd	250	N/A	Olympian	80 kw	G8OF3	OLY00000KNGD01452
FS #2	1120 Sheffield Rd	N/A	N/A	Briggs & Stratton	20 kw	040657	4002281968
FS #3	6010 SR 13 N.	N/A	N/A	Briggs & Stratton	20 kw	040657	2207153568186
FS #4 Pull Behind	3400 CR 208	30	N/A	Generac	25 kw	04058	3118986
FS #5	3370 US Hwy 1	600	N/A	Caterpillar	350 kw	C13	T3200409
FS #8	7985 Morrison Blvd	500	N/A	Generac	80 kw	QT08054GVSN	4376717
FS #14	1255 W. King St	750	N/A	Olympian	125 kw	93A04597S	2010344
FS #15	290 Pine Island Rd	N/A	N/A	Cummins	67 kw	GGHH-6389632	A110181186
Hastings WWTP	900 N. Main St	200	Diesel	Onan	125 kw	125DGEA	D960602880
Hastings WTP	102 S. Dancy Ave	180	Diesel	Onan	125 kw	125DGEA	D960602881
Lift Station #1 Main St	603 N. Main St	N/A	N/A	N/A	N/A	N/A	N/A
Lift Station #2 Ball Field	281 W. Essex @ Beaman Ave	N/A	N/A	N/A	N/A	N/A	N/A
Lift Station #3 Youth Facility	765 East Sr	N/A	N/A	N/A	N/A	N/A	N/A
Tillman Lechate	3005 Allen Nease Rd	275	N/A	Kohler	60 kw	60EOZK	SGM32KKMT
South Water Storage Tank	4998 A1A S.	N/A	N/A	Cummins	350 kw	DQDAC-1957768	L190697892

Freedom Crossing Academy	1365 Shetland Dr	N/A	N/A	Caterpillar	795 kw	XQ800	DWB0046
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	N/A	N/A	Caterpillar	600 kw	C18	FST02526
Sheriff's Training Facility - BLDG #1	911 Law Enforcement Way	N/A	N/A	Caterpillar	600 kw	C18	FST02542
FS #19	205 Veterans Parkway	N/A	N/A	Generac	130 kw	SG130	30005032354
Pet Center	130 N. Stratton Rd	455	Diesel	Generac	150 kw	SD 150	3003887430
Utility Lab	*3930 Inman Rd		Diesel	Caterpillar	N/A	C-13	E211176BN
Facility Management	2416 Dobbs Rd	250	Diesel	Blue Star	125 kw	PD125-01	120626-1-1

SEALED BID MAILING LABEL

**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	
INVITATION FOR BIDS NO.:	Bid No. 23-82
IFB TITLE:	COUNTYWIDE GENERATOR MAINTENANCE & SERVICES
SUBMITTAL DEADLINE FOR BIDS:	By 2:00PM EST – August 30, 2023
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF BID DOCUMENTS

Bid No: 23-82; Countywide Generator Maintenance & Services

Exhibit "C"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

The following FEMA Public Assistance Program Required Contract Clauses ("Exhibit C") is hereby incorporated by reference into the Master Contract referenced above, and also serves to incorporate the require contract provisions as provided in Appendix II to 2 C.F.R. Part 200. Exhibit C includes contract clause that amend, delete, or modify provisions of the Master Contract. All contract clauses that are not so amended, deleted, or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit, and other contract clauses set forth in the Master Contract, the contract clauses of this Exhibit shall govern. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the Master Contract.

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. Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a

clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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

8. Procurement of Recovered Materials.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. 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.

10. 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.

11. 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.

12. 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.

13. Prohibition on certain telecommunications and video surveillance services or equipment.

The parties to this Contract agree to comply with the requirements of 2 C.F.R. Part 200.216, which prohibits the procurement, purchase, or contract for certain telecommunications, video surveillance services, equipment, or systems as described in Public Law 115-232, section 889, produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company, or any subsidiary or affiliate of such entities.

14. Compliance with Domestic Preferences.

As appropriate and to the greatest extent practicable and consistent with law, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials, produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), in accordance with 2 C.F.R. Part 200.322. “Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Contractor further agrees to include a provision requiring compliance with such domestic preferences in its lower tier covered transactions.

Bid No. 23-82 Countywide Generator Maintenance & Services Budget

Fund	Dept	GL	Budget	Cost	Budget Deficit	Transfer from Reserves
0001	31	0031-54601	\$ -	\$ (2,763.61)	\$ (2,763.61)	\$ 2,764
0001	32	0032-54601	\$ 45,000.00	\$ (39,750.75)	\$ 5,249.25	\$ -
0001	46	0046-54601	\$ 20,000.00	\$ (20,042.80)	\$ (42.80)	\$ 43
0001	50	0050-54601	\$ 1,500.00	\$ (2,763.61)	\$ (1,263.61)	\$ 1,264
0001	52	0052-54603	\$ 3,000.00	\$ (5,277.09)	\$ (2,277.09)	\$ 2,277
0001	80	0080-54601	\$ -	\$ (5,606.94)	\$ (5,606.94)	\$ 5,607
0001	105	0105-54601	\$ 26,750.00	\$ (53,051.43)	\$ (26,301.43)	\$ 26,301
0001	106	0106-54603	\$ -	\$ (28,593.79)	\$ (28,593.79)	\$ 28,594
1111	1121	1121-54601	\$ 1,868.00	\$ (3,677.06)	\$ (1,809.06)	\$ 1,809
1111	1122	1122-54601	\$ 4,000.00	\$ (5,972.47)	\$ (1,972.47)	\$ 1,972
1171	1224	1224-54600	\$ 45,500.00	\$ (35,524.16)	\$ 9,975.84	\$ -
1275	1275	1224-55304	\$ -	\$ (2,513.48)	\$ (2,513.48)	\$ -
4444	4401	4401-54600	\$ 13,000.00	\$ (10,053.92)	\$ 2,946.08	\$ -
4444	4409	4409-54603	\$ -	\$ (4,397.56)	\$ (4,397.56)	\$ 4,398
4444	4411	4411-54603	\$ 36,000.00	\$ (62,204.54)	\$ (26,204.54)	\$ 26,205
4444	4414	4414-54603	\$ -	\$ (3,208.86)	\$ (3,208.86)	\$ 3,209
4444	4415	4415-54603	\$ 24,000.00	\$ (47,699.53)	\$ (23,699.53)	\$ 23,700
4444	4416	4416-54601	\$ 12,000.00	\$ (23,139.49)	\$ (11,139.49)	\$ 11,139
Total			\$232,618.00	\$(356,241.09)	\$(123,623.09)	\$ 139,281