



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the bid waiver (piggyback) with ACF Standby Systems LLC for generator maintenance and repair services utilizing the City of Naples contract ITB 22-005 - Annual Generator Maintenance and Repair Services. Fiscal Impact: Estimated \$20,000.00**

**Presenter(s):** Deborah Czubkowski, Vice President of Facilities Management

**What is the purpose of this contract and why is it needed?** The purpose of this generator service contract is to engage ACF Standby Systems to provide quarterly preventative maintenance, equipment inspections, repair services, and perform electrical load testing of the designated emergency equipment (generators) collegewide on an as-needed basis.

The City of Naples contract commenced on January 1, 2022 through December 31, 2025 and has two (2) additional one (1) year renewal options available through December 31, 2027.

**What procurement process or bid waiver was used and why?** The bid waiver exception used was piggyback based on FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 through the City of Naples contract ITB 22-005 - Annual Generator Maintenance and Repair Services.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** Yes, budgeted in the 2024/2025 operations budget.

**What fund, cost center and line item(s) were used?** Funds available in FD100, CC0037,(GLC 64500).

**Has Broward College used this vendor before for these products or services?** Not applicable- we are piggybacking this new contract to establish these services.

**Was the product or service acceptable in the past?** Not applicable-new contract.

**Was there a return on investment anticipated when entering this contract?** No.

**Was that return on investment not met, met, or exceeded and how?** Not Applicable.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Not Applicable.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

### FISCAL IMPACT:

Description:Estimated \$20,000.00 FD100, CC0037, BU201, PG000221 (GLC 64500)

08/20/24

CC0037 · Building Maintenance

(\$20,000.00)

# Donald Astrab

Donald Astrab, VP, Academic Operations, Analytics, & Comm

7/26/2024

APPROVAL PATH: 12335 ACF Standby Systems LLC - City of Naples ITB 22-005 Annual Generator Maintenance and Repair Services

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Deborah Czubkowski	VP, Facilities Management		 Completed	
2	Donald Astrab	Chief Operating Officer		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Orlando Aponte	Procurement Approval		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
7	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
8	Board Clerk	Agenda Preparation		 Pending	
9	District Board of Trustees	Meeting	01/14/25 11:00 AM	 Pending	
10	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Pending	
11	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

# BROWARD COLLEGE

PROCUREMENT SERVICES  
Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309  
Phone 954-201-7455/Fax 954-201-7330

August 21, 2024

ACF STANDBY SYSTEMS LLC  
9311 Solar Drive  
Tampa, FL 33619

Attention: Brian Ledford, Vice President and General Manager  
Email: [information@acfpower.com](mailto:information@acfpower.com)

Subject: Piggybacking City of Naples Contract ITB 22-005 – Annual Generator Maintenance and Repair Services

Dear Mr. Ledford,

Florida Department of Education Administrative Rule 6A-14.0734 allows Broward College to purchase goods and services at the same terms, conditions, and pricing as established in competitively solicited contract awards by another public agency or cooperative. The College would like to consider utilizing Contract ITB 22-005 – Annual Generator Maintenance and Repair Services between the City of Naples and ACF Standby Systems LLC to procure goods and services with effective date through December 21, 2025, subject to final approval by the College's District Board of Trustees.

No guarantee is given or implied as to the dollar value or work as a result of this piggyback. Broward College is not obligated to place any order for goods or services as a result of this piggyback. Order placement will be based upon the needs and in the best interest of the College.


Please acknowledge and verify, by signing and returning this document via email to [oaonte@broward.edu](mailto:oaonte@broward.edu) that your company will extend the same scope, terms, conditions, and pricing to Broward College as awarded in the contract referenced above with the inclusion of the attached Broward College Supplemental Addendum – General. All other terms and conditions of the agreement remain unchanged.

Pursuant to the terms and conditions of the solicitation and contract, it will be necessary that your company provide the College with a current Certificate of Insurance within ten (10) days of notification. The College shall be named as an additional insured under the General Liability policy. Please include contract number and title on the certificate.

If there are any questions, please feel free to contact Orlando Aponte, Senior Director, Procurement, at (954) 201-7897, or email at [oaonte@broward.edu](mailto:oaonte@broward.edu).

Sincerely,

DocuSigned by:

  
8F2E60F1839349D...

Orlando Aponte  
Associate Vice President, Procurement

Attachment: Broward College Supplemental Addendum – General



COMPANY NAME: <i>ACF Standby Systems</i>	PRINT AUTHORIZED REPRESENTATIVE NAME: <i>Andrew J Young</i>
TITLE: <i>President</i>	SIGNATURE: <i>[Signature]</i> DATE: <i>11/20/24</i>
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	

Cc: Procurement Services Department File

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the City of Naples Contract ITB 22-005 – Annual Generator Maintenance and Repairs Service between BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services and/or expenses in detail sufficient for a pre-and post-audit. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar. If the term of the Agreement is beyond the current fiscal year for the State of Florida, BC's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**3. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

**4. Public Records Law.** BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

(a) Keep and maintain public records required by BC to perform the service.

(b) Upon request from BC, provide BC 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of Vendor or keep and maintain public records required by BC to perform the service. If Vendor transfers all public records to BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BC, upon request from BC's custodian of public records, in a format that is compatible with the information technology systems of BC.

(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT THE BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND BE GROUNDS FOR TERMINATION.

**5. Sovereign Immunity.** Nothing in the Agreement shall act, or be construed to increase or alter BC's

liability for tort claims beyond the waiver of sovereign immunity limits set forth in Section 768.28, Florida Statutes.

**6. Compliance.** In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements; and
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI. Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor.

**7. E-Verify.** If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

**8. General Provisions.**

- a. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and

covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

b. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

c. Marketing. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use.

d. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of insurance shall be provided to BC upon request and timely renewals of such insurance shall be provided to BC. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

e. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third party beneficiaries to the Agreement.

f. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

g. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing.

h. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

i. Termination. Upon giving at least thirty (30) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

j. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

k. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) grants of exclusivity by BC to Vendor; (b) restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) automatic renewals of the term of the Agreement; (e) limitations of time to bring suit or claims; (f) granting Vendor any right to audit BC; (g) Attorneys' or collection fees provisions; (h) arbitration and mediation clauses; and (i) indemnification of Vendor by BC.

l. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

**By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

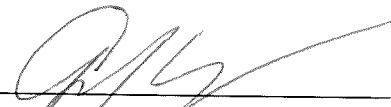
**VENDOR: ACF Standby Systems LLC**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
Andrew J Young  
President  
11/20/24

**CONTRACTOR'S SERVICES AGREEMENT**

Clerk's Contract Tracking No. 2021-00207

**REGARDING: ITB 22-005 Annual Generator Maintenance and Repair Services**

**THIS INDEPENDENT CONTRACTOR'S SERVICES AGREEMENT** (hereinafter this "Agreement") is made and entered into this **15th day of December 2021** by and between the **City of Naples** (the "CITY") and **ACF Standby Systems, LLC.**, a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

**WITNESSETH**

**WHEREAS**, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as ITB 22-005 titled Annual Generator Maintenance and Repair Services which satisfies the CITY's Procurement Policy Sec. 2-663; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (ITB 22-005) issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
  - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this

Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in invitation to bid (ITB), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages (N/A) Not applicable to this Agreement.
- c. This Agreement has a Term of three (3) years, beginning January 1, 2022 and ending December 31, 2025, and may be renewed for up to two (2) additional one (1) year Terms, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "B", which is attached hereto and incorporated herein by reference. The annual estimated amount of the agreement is based on a Department's adopted budget with year one of the Agreement at \$76,795.00. CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONTRACTOR'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 22-003.

- a. Quality Guarantee/Warrantee

a.1 CONTRACTOR will guarantee its work without disclaimers, as stated in the Bidder Compliance Sheet, Exhibit B, which is attached hereto and incorporated herein by reference.

a.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of the final completion.

a.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, including shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the CITY.

a.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials, if in its judgment the items reflect unsatisfactory workmanship or manufacturing or shipping damage. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

- b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A." CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

## 6. **Termination.**

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**7. Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Travis Delashmet, Facilities Maintenance Superintendent.
- c. CONTRACTOR's Project Manager assigned is John Montalbano, Managing Director.

**8. Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
- b. **To CONTRACTOR:** ACF Standby Systems, LLC., Attention: Juan Martinez, Aftermarket Services; 9311 Solar Drive; Tampa, Florida 33619.

**9. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

- b. The City's General Insurance Requirements (attached as Exhibit C) apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below are required:

- i. UMBRELLA LIABILITY: With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.

- ii. HAZARDOUS MATERIALS INSURANCE: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida



or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

iii. CONTRACTORS POLLUTION LIABILITY – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.

iv. ASBESTOS LIABILITY – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

v. DISPOSAL – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

vi. HAZARDOUS WASTE TRANSPORTATION – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

vii. CERTIFICATES OF INSURANCE – Shall clearly state the hazardous material exposure work being performed under the contract.

- b. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. Bond. A Payment & Performance Bond (N/A) Not applicable to this Agreement.

- b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
- c. **Retainage.** (N/A) Not applicable to this Agreement.
- d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- e. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- f. **Discrimination.**
  - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
  - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- g. **Independent contractor.**
  - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory

completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

**h. Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement

thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
  
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
  
- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
  
- k. **Public records.**
  - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
    1. Keep and maintain public records required by the CITY to perform the service.
    2. Upon request from the CITY's custodian of public records, provide the CITY 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 provided in Chapter 119 or as otherwise provided by law.
    3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
    4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

i. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees to comply with the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-976 of the City Code of Ordinances:

1. The CONTRACTOR agrees and covenants to not employ or offer to employ any elected officer or city managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.

2. The CONTRACTOR agrees and covenants to not provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval.

3. The CONTRACTOR agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business

entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.

4. In the event of any violations of subsections 1-3 above, the CONTRACTOR agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or city managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the city, whichever is greater.

5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.

- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- n. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto is hereby incorporated into this Agreement by reference.

**11. Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by



CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**12. Special Provisions.**

a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**ATTEST:**

By:



Patricia L. Rambosk, City Clerk

**CITY OF NAPLES, FLORIDA**


By:



Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By:



City Attorney *The Vose Firm*

ACF STANDBY SYSTEMS, LLC

9311 Solar Drive

Tampa, Florida 33619

Attention: ~~Juan Martinez, Aftermarket Services~~

*Brian Ledford, VP/GM*

by *[Signature]*  
as its Aftermarket Services and Authorized Agent

(CORPORATE SEAL)

ATTEST:

*[Signature]*

Printed Name: Andrew Young, Title President

STATE OF Florida

CITY OF Tampa

The foregoing instrument was acknowledged before me by means of  physical presence or

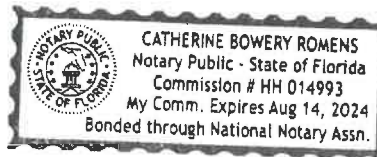
online notarization, this 7<sup>th</sup> day of Dec., 2021, by Brian Ledford of ACF Standby Systems, a Florida LLC, on behalf of the company, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

*Catherine Romens*

Signature of Notary Public - State of Florida

Catherine Romens

Printed/Typed/Stamped Name of Notary



My commission expires: 8/14/24

**Attachement : Immigration Law Affidavit Certification**

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with EVerify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name ACF STANDBY SYSTEMS, LLC (FORMERLY KNOW AS ACF POWERGEN, LLC)

Print Name Juan Martinez Title Aftermarket Services

Signature [Handwritten Signature] Date 11/22/21

State of Florida

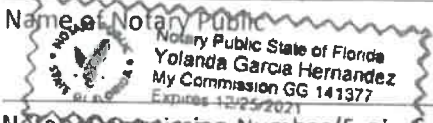
County of Hillsborough

The foregoing instrument was signed and acknowledged before me this 22th day of November, 2021, by

Mr. Juan Martinez who has produced his driver license as identification.  
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature] Notary  
Public Signature

Yolanda Garcia Hernandez Printed



Notary Commission Number/Expiration \_\_\_\_\_ The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**City of Naples, FL  
ITB No. 22-002  
Annual Generator Maintenance and Repair Services - ITB**

## Index

	<b>Required</b>	<b>Page</b>
<b>Cover Sheet</b>	<b>Required</b>	<b>1</b>
<b>General Conditions</b>		<b>2</b>
<b>General Insurance Requirements</b>	<b>Required</b>	<b>12</b>
<b>Statement of No Bid/Proposal</b>		<b>13</b>
<b>References</b>	<b>Required</b>	<b>14</b>
<b>Special Conditions</b>		<b>16</b>
<b>Submission Checklist</b>	<b>Required</b>	<b>18</b>
<b>IRS W-9 FORM</b>	<b>Required</b>	<b>19</b>
<b>Schedule of Values</b>	<b>Required</b>	<b>25</b>
<b>Acknowledgment of Business Type</b>	<b>Required</b>	<b>28</b>
<b>List of Subcontractors</b>	<b>Required</b>	<b>29</b>
<b>Materials &amp; Suppliers</b>	<b>Required</b>	<b>30</b>
<b>Equipment Schedule</b>	<b>Required</b>	<b>31</b>
<b>Immigration Law Affidavit Certification</b>	<b>Required</b>	<b>32</b>
<b>PROJECT REQUIREMENTS AND SPECIFICATIONS</b>		<b>34</b>
<b>MINIMUM CONTRACT SERVICE REQUIREMENTS</b>		<b>41</b>
<b>BIDDER COMPLIANCE SHEET</b>	<b>Required</b>	<b>43</b>
<b>EXHIBIT A - SERVICE SCHEDULE</b>		<b>44</b>
<b>EXHIBIT B - GENERATOR LIST</b>		<b>45</b>

**City of Naples, FL**  
**ITB No. 22-005**  
**Annual Generator Maintenance and Repair Services - ITB**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PROJECT DESCRIPTION/ SCOPE OF WORK:**

The purpose of this bid is to obtain competitive pricing for an Annual Contract for Quarterly Preventative Maintenance; Inspections, Repair Service, and Load Testing of the designated City of Naples Emergency Equipment (generators).

1. The cost proposal shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges. The proposal shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in these documents.
2. The bidder must indicate all applicable discounts (if any) on the Bid Schedule, which will be made part of the bid proposal.
3. All prices quoted will remain firm for the length of the contract.
4. Annual Rate Adjustment

The unit price for the services contained within this bid shall remain the same through the first three years of the Agreement. Beginning January 1, 2025 and each January 1<sup>st</sup> for the remaining term of the Agreement, the rate shall be adjusted, if requested, in writing, by the Contractor. If a rate adjustment is requested, the adjustment, per annum will be as follows: The rate shall be adjusted based on the percentage change in the Consumer Price Index, South Urban Region, All Items – All Urban Areas between the month of August in the previous year and the month of August in the current year. The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.

If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The Contractor may petition the City for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the City, the Department Director shall determine the fairness of the request and shall make a recommendation to the City Manager. Adjusted rates shall become effective upon approval by the City Manager. Any rate increase per product and final acceptance of said increase will be determined by the City. Adjusted rate shall become effective upon approval by the City Manager.

5. The elected firm shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the elected firms control and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargoes.
6. All products and/or materials shall be new, and shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City.
7. The elected firm shall ensure that any factory service required while an item or items are under warranty shall be performed at the nearest authorized dealer, with no extra charge of any nature. Any defective part, components, or assembly which will not fulfill, or that would jeopardize the end functional use of the item, shall be replaced at no extra charge to the City, inclusive of the return of the item/equipment and return delivery of the same at no extra charge.
8. The bidders are encouraged to make all investigations to familiarize themselves regarding plant and remote facilities for any pertinent data as required by quote conditions. All preliminary inspections will be scheduled through the Office of the Utilities Department/Maintenance Supervisor at 239-213-4727. The proposed Fifty-three (53) generator units are described in Exhibit "B" of this bid document. The City of Naples may elect to add units to this contract at any time our facilities are expanded to incorporate additional power systems. The awarded vendor shall also understand that many of the units described herein are under the responsibility of different Departments/Divisions and may require individual purchase orders for the various Departments/Divisions.
9. The bidder shall abide by all general and "Site Specific" utility safety policies and procedures that are in practice and so required by each facility without additional cost to the City.
10. At the present time, the City of Naples has five (5) generators (Units #635, #636, #637 #846 and #848) that require special notification and approval from Florida Power & Light, to perform service and maintenance on the generators listed above. This is called the Commercial/Industrial Load Control Program. The guidelines and requirements for this program are specific and detailed under City of Naples Utilities Department Special Procedure Number UT-SP-008. The awarded contractor shall strictly adhere to these guidelines and notification procedures. The awarded contractor will be issued copies of the City Special Procedure and the FPL C/I Management "Customer Request for Approval" forms upon initiation of the contract. In the event that the City enters into any additional C/I Load Control agreements with FPL, the elected vendor shall adhere to the same guidelines as the units listed above, at no additional cost to the City. The elected vendor will be notified in writing, of any additional C/I Load Control agreements.
11. Units 92-1, 92-2 and 92-3 are engine only units; meaning service will only be required for the diesel engines (no electrical generator service required). These units are direct drive engines for Stormwater vertical pumps.

12. Bidders shall be experienced in the kind of engine, generator, and electrical work required to be performed, shall have qualified supervisors and other technical personnel, proper equipment, and sufficient capital to complete all of the work contemplated hereunder within the time specified in these documents. The bidder shall have a minimum of five years of acceptable experience in the maintenance and repair of generator systems from 5 to 2,000 KW.
13. The bidder shall supply copies of all current factory and equipment certifications of completion, special designations, etc., that your current repair technicians have earned, supplied with the bid proposal.
14. The bidder shall perform all work specified herein, no outside sub-contractors shall be utilized unless all options have been exhausted. Then and only then it will be mutually agreed upon by both the bidder and the City. If sub-contractor is utilized their services will be paid by the contractor at the same hourly rate and cost stipulated in the bid. The Contractor agrees to indemnify the City from and against any claims initiated pursuant to any subcontract the Contractor enters into in the performance of this Contract.
15. The elected contractor is required to assure that proper clean up and safety precautions are performed at all times. The contractor is responsible for the proper disposal of all waste products and materials.
16. Mileage: There shall be no mileage charge for either inspection visits or follow-up visits. If the contractor intends to charge mileage for emergency visits only, they must submit a statement with their bid with the cost per mile, along with the number of miles between their facility and Utilities Administration Bldg. at 380 Riverside Circle, Naples FL 34102, with the exception of the following units, 420, 423, 424 and 425. Due to the vicinity of the following units mileage may be charged for anything over 30 miles from the City's Service area.

**B. AWARD OF BID:**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

**C. CONTRACT MANAGEMENT:**

The Utilities Department and/or his/her authorized representative will serve as the City's Contract Administrator, or Owner's Representative.

**D. LICENSES AND PERMITS:**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

At a minimum, vendors must submit the following:

1. Copy of current year's Occupational Business tax receipt licenses from bidding vendor to operate and perform requested services within Collier County, Florida, must be submitted with the bid. All licenses must have a minimum classification of: "Equipment Repair Service" or similar.



2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.

#### **E. INSURANCE**

The City's General Insurance Requirements on page 12 apply. Successful contractor(s) must furnish proof of insurance as per specifications. Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

#### **F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS**

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors, material suppliers, and equipment intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers and/or equipment by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

#### **G. CONDUCT**

The awarded vendor(s) and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and must at all times be courteous to the public. Although uniforms are not required, proper clothing must be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment must be worn at all times.

#### **H. CONTRACTORS EQUIPMENT**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads.

**I. DISPOSAL OF DEBRIS**

The awarded vendor(s) must dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, and local regulations. Remove leftover materials, trash, debris, from project site and surrounding areas daily.

**J. SCHEDULING OF WORK**

1. All work will be performed from Monday to Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the contract administrator.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Project Manager within three (3) working days of written notification, by the Project Manager.

**K. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. Invoices for progress payments may be submitted to the city monthly (every 30 days) for work completed.
2. The awarded vendor(s) will meet with contract administrator and set up procedures prior to the start of work.

**L. NON-PERFORMANCE**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

**M. QUALIFICATIONS**

The Contractor must be licensed with a minimum of five (5) years of experience in generator annual maintenance and repairs Only responsible Contractors, who have knowledge of and experience on all types of generator annual maintenance and repairs, will be considered for award of this Invitation to Bid.

1. Contractor must have at least 5 technicians Certified in Modular Power Systems (MPS) for parallel configured generators. MPS/Master Technicians preferred if applicable.
2. Contractor must have at least 5 Electrical Generating Systems Association (EGSA) certified technicians to perform work and be available should any emergencies arise.
3. Provide Warranty work for newly installed Generac Industrial Generators.
4. Have proprietary software for Generac Industrial Generators to troubleshoot and replace defective controllers that may have failed due to lightning strikes and power surges.
5. Must be an Authorized Generac Industrial Distributor/installer.
6. Be able to program all Electronic Control Units (ECU) without third party onsite support.

7. Qualified vendors shall have adequate organization, facilities, equipment, personnel and other resources to ensure prompt, efficient and satisfactory service to the City and be able to respond within the time frames specified herein. The vendor shall be in sound financial position, qualified to perform the work, must be primarily engaged in the business of generator maintenance services, as a licensed contractor or have equivalent work experience in the industry and/or with the City. All bidders must provide a listing of completed specific maintenance projects and send the attached reference questionnaire to the client who will submit the completed form directly to the city. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

#### **N. INSPECTION**

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

The Project Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Project Manager may authorize minor variations from the requirements by written notification of the Contract Documents.

#### **O. REJECTING DEFECTIVE WORK**

The City's contract administrator and/or his/her authorized representative will have the authority to disapprove or reject work, which he/she believes to be unacceptable work and not in accordance with Contract Documents. The contract administrator and/or his/her authorized representative will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

#### **P. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY**

1. From the time the awarded contractor commences and until final acceptance by the city of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for

replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.

3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

#### **Q. PROTECTION OF OVERHEAD UTILITIES**

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor.

#### **R. PROTECTION OF UNDERGROUND UTILITIES**

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities

#### **S. TRAFFIC CONTROL**

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

## MINIMUM CONTRACT SERVICE REQUIREMENTS

1. Required minimum inspections and services are detailed in Exhibit "A" – "Service Schedule" of these bid documents. Each bidder is required to submit their standard, equivalent Equipment Checklist (WITH THE BID) that will be utilized for the City equipment.
2. Required minimum inspections and services shall include a minimum of One (1) Annual Service (Full service to commence upon bid award), One (1) Semi Annual Service (to be performed approximately at a six-month interval from the annual service), and Two (2) Quarterly Service Inspection visits (approximately on the third and ninth month interval of the contract). Bidders shall present a schedule of the services upon a contract award. There will be a 15-day window for completion for the required Annual service (i.e., service may be completed 7 days before or 7 days after the proposed scheduled service dates), 7-day window for completion for the required Semi-annual service, and a 3 day window for completion for the required quarterly service. If the services cannot be met within the specified windows of the proposed schedule date(s), the contractor(s) must contact the assigned contract administrator to reschedule within a reasonable timeframe.
3. All service visits shall include inspections, measurements, adjustments, testing, and cleaning as detailed in Exhibit "A". Any item of the checklist that requires a "CHANGE" shall be inclusive of the bid price.
4. Pricing for a four-hour load bank test will be required for units highlighted on the Bid Schedule. However, pending fiscal funding allocations, the City will reserve the right to pick and choose a select number of units to be load bank tested on an annual basis. The load bank test shall be completed during the Annual Service. The load bank test shall be performed in accordance with the Generator Manufacturer's Recommendations and shall require a "Resistance/Reactance Load Bank". The contractor's employees performing these load bank tests shall possess all necessary certifications. The cost for the load bank test will be included and itemized on the bid schedule.

Annual load bank testing shall be required for a period of four (4) hours. The 4-hour load will be completed in the following increments:

- First hour: 25%
  - Second hour: 50%
  - Third hour: 75%
  - Fourth hour: 100%
5. All service visits shall be performed during normal City of Naples working hours, unless other arrangements are made through the respective Supervisor or his designee. Normal working hours are typically Monday through Friday, 8:00am to 4:30pm, excluding approved holidays.
  6. Bidders shall have a servicing office within the Collier or Lee County boundaries and shall provide an address for that office. In addition, bidders shall be able to respond no later than 90 minutes after an initial call for regular or emergency service.

7. All service visits shall be scheduled through the respective contract administrator or his designee forty-eight (48) hours in advance, to prevent any operational conflicts.
8. Upon completion of each service, the elected vendor shall submit a copy of the completed service checklist, with full written details of any problem observations that may have occurred during and/or resulting from the service visit.
9. Bidders shall use original equipment manufacturer (OEM) parts, if not available then manufacturer recommended replacement parts may be used for servicing and replacement on all generator/motor units. Upon request, bidders shall submit a cost analysis for each service (i.e. costs of parts, mark-up, and man hours required to properly perform each service).
10. Any additional work required outside of the contract, shall be submitted to the respective Supervisor or his designee, in writing, for prior approval.
11. Contractor purchased equipment; parts or materials will be based on the contractor's price from a wholesale supply house plus a mark-up of **no more than 10%**. The contractor's invoice will clearly show the manufacturer's part number, description, supply house cost and percent mark-up cost. A copy of the supply house invoice will be submitted with contractor's invoice.

**BIDDER COMPLIANCE SHEET**  
**BIDDER MUST COMPLETE THIS SHEET AND RETURN WITH BID**

YES  NO The bidder has supplied a copy of their company Emergency Equipment Preventative Maintenance Checklist, that they propose to utilize in the functions specified herein, with this bid:

YES  NO The bidder has provided, with this bid, the required customer references as specified herein.

YES  NO The bidder has provided, with this bid, the required copies of certificates of completion, special designations, etc., as specified herein.

**For Unscheduled Maintenance, Repair, Testing and/or Emergency Repairs that may occur, bidders are required to complete the following price schedule:**

1. Labor Rate – Normal Hours: \$\_\_\_\_\_/Hour  
 Which days and hours are included? \_\_\_\_\_  
 Trip/Mileage Charge: \_\_\_\_\_ Per Hour or \_\_\_\_\_ Per Mile \$\_\_\_\_\_/Each  
 (Within 30 miles of the City's Service Area)
2. Labor Rate - After Hours: \$\_\_\_\_\_/Hour  
 Which days and hours are included? \_\_\_\_\_  
**Trip/Mileage Charge: \_\_\_\_\_ Per Hour or \_\_\_\_\_ Per Mile \$\_\_\_\_\_/Each**  
 (Within 30 miles of the City's Service Area)
3. Labor Rate - Holiday Hours: \$\_\_\_\_\_/Hour  
 Which days and hours are included? \_\_\_\_\_  
 Trip/Mileage Charge: \_\_\_\_\_ Per Hour or \_\_\_\_\_ Per Mile \$\_\_\_\_\_/Each  
 (Within 30 miles of the City's Service Area)
4. Percentage Mark Up on all Parts: Dealer Cost Plus \_\_\_\_\_ %  
 You must furnish proof of parts cost with Invoice.
5. Workmanship Warranty Period: \_\_\_\_\_
6. Material Warranty Period: \_\_\_\_\_
7. Emergency Response Time (Anywhere In Contract Area): \_\_\_\_\_

**EXHIBIT "A"****EMERGENCY EQUIPMENT PREVENTIVE MAINTENANCE CHECKS****Service Schedule****"A"-ANNUAL "SA"-SEMI ANNUAL, "Q"-QUARTERLY****General Inspection**

System Visual Inspection/Overall Condition (A, SA, Q)  
 Hour-meter (A, SA, Q)

**Mounting**

Secured to Level Surface (A, SA, Q)  
 Proper Vibration Isolation (A, SA, Q)  
 Weather Enclosure/Condition (A, SA, Q)

**Battery**

Battery Charger Voltage (A, SA, Q)  
 Battery Charger Amperage (A, SA, Q)  
 Battery Charge Alternator Voltage Battery Charge Alternator Amperage (A, SA, Q)  
 Battery Age (A, SA, Q)  
 Checked Battery Level (A, SA, Q)

**Engine**

Fuel Hoses/hose clamps/Piping Regulator, etc. (A, SA, Q)  
 Fuel Filter (A, SA, Q)  
 Fuel Pressure (A, SA, Q)  
 Fuel Level (A, SA, Q)  
 Day Tank Operation (A, SA, Q)  
 Oil Pressure (A, SA, Q)  
 Oil Filter (A, SA, Q)  
 Coolant Temperature (A, SA, Q)  
 Coolant Filters (A, SA, Q)  
 Cooling System (Coolant, Belts, Hoses, etc.) (A, SA, Q)  
 Coolant Freeze Point (A)  
 Block Heater Operation (A, SA, Q)  
 Exhaust System (Piping, Muffler, Flex, Leaks etc.) (A, SA, Q)

**Controls**

Meters, Lamps, Gages (A, SA, Q)  
 Circuit Boards and Relays (A, SA, Q)  
 Control Mounts (A, SA, Q)  
 Test All Safeties (A, SA, Q)

**Generator**

Windings-Exciter Rotor, Stator (A, SA, Q)  
 Brushes, Slip Rings, etc. (A, SA, Q)  
 Check Generator, NO Load-Record Findings (A, SA, Q)  
 Check Generator, With Load-Record Findings (A, SA, Q)  
 Utility Power-Record Findings (A, SA, Q)

**Automatic Transfer Switches**

All Conductors Properly Sized and Connected (A, SA, Q)  
 Breaker Protecting ATS on Utility and Generator (A, SA, Q)  
 All Necessary Calibrations & Adjustments Complete (A, SA, Q)  
 Exercise Time set correctly (if applicable) (A, SA, Q)

**Maintenance Service Shall Include:**

All items listed under Annual Preventive Maintenance Program  
 Engine fuel filters changed (A)  
 Engine oil and fuel filter changed (A)  
 DCA filters changed (when required) (A)  
 Engine Coolant (when required) (A)  
 All Air Filters (when required) (A)  
 Batteries- AGM Type (when required) (A)



Exhibit B CITY OF NAPLES GENERATOR EQUIPMENT LIST

Table with columns for Generator ID, Address, Location, Generator Type, Make/Model, Fuel, Capacity, and Service Status. It is divided into sections for various departments: Utilities Maintenance Division, Stormwater Department, Equipment Services Division, Community Services Department, Building Department, Fire Department, Police Department, and Water Treatment Plant.

\*\*\*Highlighted cells signify generators that require annual load bank testing\*\*\*



# CITY OF NAPLES

## Purchasing Division

Opening Date 11/30/2021 - FOR INFORMATION PURPOSE ONLY

ITB 22-005 Annual Generator Maintenance and Repair Services - ITB

ACF STANDBY SYSTEMS, LLC (formerly known as ACF Powergen, LLC)

Line Item	A	B	C	D	E	F	G	H
	Generator Unit #	Semi-Annual Service Request	Annual Service Requested	SUB TOTAL Annual Service PLUS (+) Semi-Annual Service Add Columns B & C (field will "auto-calculate")	Quarterly Service Requested	SUB TOTAL Quarterly Service X "2" Multiply Column E by "2" (field will "auto-calculate")	Unit Cost for Load Bank Testing	TOTAL ANNUAL COST Add Columns D and F (field will "auto-calculate")
1	71	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 775.00
2	380	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
3	390	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,875.00
4	391	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
5	392	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,875.00
6	394	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
7	420	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
8	423	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
9	424	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
10	425	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
11	950	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
12	950-3	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
13	950-4	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
14	950-5	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
15	950-7	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
16	950-8	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
17	950-9	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
18	950-10	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 400.00	\$ 775.00
19	950-11	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 400.00	\$ 775.00
20	950-12	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 400.00	\$ 775.00
21	950-13	\$ 125.00	\$ 300.00	\$ 425.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 675.00
22	950-14	\$ 125.00	\$ 300.00	\$ 425.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 675.00
23	950-15	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 400.00	\$ 775.00
24	950-16	\$ 125.00	\$ 400.00	\$ 525.00	\$ 125.00	\$ 250.00	\$ 400.00	\$ 775.00
25	950-17	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
26	950-18	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
27	950-19	\$ 125.00	\$ 300.00	\$ 425.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 675.00
28	950-20	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
29	950-21	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00



30	950-22	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
31	92-1	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
32	92-2	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
33	92-3	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
34	92-4	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
35	94	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,125.00
36	391-SG	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
37	370	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
38	594	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
39	595	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
40	598	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
41	592	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
42	599	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
43	596	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
44	597	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
45	597-1	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 1,375.00
46	600	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
47	626	\$ 125.00	\$ 500.00	\$ 625.00	\$ 125.00	\$ 250.00	\$ 500.00	\$ 875.00
48	635	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,875.00
49	636	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,875.00
50	637	\$ 125.00	\$ 750.00	\$ 875.00	\$ 125.00	\$ 250.00	\$ 750.00	\$ 1,875.00
51	637-1	\$ 125.00	\$ 300.00	\$ 425.00	\$ 125.00	\$ 250.00	\$ 350.00	\$ 675.00
52	846	\$ 125.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00	\$ 250.00	\$ 1,500.00	\$ 2,875.00
53	848	\$ 125.00	\$ 1,000.00	\$ 1,125.00	\$ 125.00	\$ 250.00	\$ 1,500.00	\$ 2,875.00
<b>TOTALS</b>		<b>\$ 6,625.00</b>	<b>\$ 27,600.00</b>	<b>\$ 34,225.00</b>	<b>\$ 6,625.00</b>	<b>\$ 13,250.00</b>	<b>\$ 28,750.00</b>	<b>\$ 62,225.00</b>

**Required Load Bank Testing - Total Annual Costs: \$ 14,750.00**

\*\*\*Highlighted cells signify generators that require annual Load Bank Testing, Total includes Load Bank Testing (Column "G")\*\*\*

**GRAND TOTAL ANNUAL COST: \$ 76,975.00**

Grand Total only includes Load Bank Testing costs for generators that require annual Load Bank Testing

Submittal stated the grand total being \$62,225, which is the total for column H, the grand total is column H plus required load bank testing, which is \$76,975.

Payment Options	YES	NO
Does your company accept credit card payment?	X	
Is there a discount for a credit card payment?		X
Is there an additional charge for credit card payment?		X
Discount for early payment?		X
Prompt payment terms: % Days; Net 30 Days		not indicated

**BIDDER COMPLIANCE SHEET**  
**BIDDER MUST COMPLETE THIS SHEET AND RETURN WITH BID**

**YES** \_\_\_ **NO** The bidder has supplied a copy of their company Emergency Equipment Preventative Maintenance Checklist, that they propose to utilize in the functions specified herein, with this bid:

**YES** \_\_\_ **NO** The bidder has provided, with this bid, the required customer references as specified herein.

**YES** \_\_\_ **NO** The bidder has provided, with this bid, the required copies of certificates of completion, special designations, etc., as specified herein.

**For Unscheduled Maintenance, Repair, Testing and/or Emergency Repairs that may occur, bidders are required to complete the following price schedule:**

1. Labor Rate – Normal Hours: 7:30am -4:30pm \$90,00/Hour  
 Which days and hours are included? Monday Through Friday  
 Trip/Mileage Charge: Per Hour \$90,00 or Per Mile \$2,00/Each  
 (Within 30 miles of the City's Service Area)
2. Labor Rate - After Hours: 4:31pm – 7:29am \$135,00/Hour  
 Which days and hours are included? Monday Through Saturday  
**Trip/Mileage Charge: Per Hour or \$135,00 Per Mile \$2,00/Each**  
 (Within 30 miles of the City's Service Area)
3. Labor Rate - Holiday Hours: 24 hours \$180,00/Hour  
 Which days and hours are included? Sunday and Holidays  
 Trip/Mileage Charge: Per Hour \$180,00 or Per Mile \$2,00/Each  
 (Within 30 miles of the City's Service Area)
4. Percentage Mark Up on all Parts: Dealer Cost Plus 10%  
 You must furnish proof of parts cost with Invoice.
5. Workmanship Warranty Period: One year
6. Material Warranty Period: One year
7. Emergency Response Time (Anywhere In Contract Area): 120 minutes

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability pursuant to ISO Form CG001, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on all policies except workers' compensation and professional liability on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**