

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**INVITATION TO BID
2022-AA
GENERATOR MAINTENANCE SERVICES**

The Board of County Commissioners (County) will receive sealed bids in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **2:00 PM** local time on **Thursday, July 28, 2022**, for the following:

**Bid No. 2022-AA
Generator Maintenance Services**

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of their bid proposal. Bidders without a complete bid described will be considered improper. The Invitation to Bid information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, Thursday, July 28, 2022, or as soon thereafter as practical. Bidders are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to bccpurchasing@columbiacountyfla.com no later than Monday, July 18, 2022 at 2:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your bid in response to this solicitation. Bids must be prepared in accordance with the instructions herein. The County reserves the right to waive any formalities, to reject any or all bids or to re-advertise for bids for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Bidders are asked to be thorough yet concise in their response. Failure to provide the bid in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each company or corporation interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Bidders shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Bidders are advised that under Chapter 119, Florida Statutes, all bids are deemed a public record and open to the public as provided for in said statutes.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list will be posted on line at <https://www.columbiacountyfla.com/PurchasingBids.asp>
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each bid shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder

may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to perform services listed in bid specifications. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily

delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.
40. Contractor shall register online at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

SCOPE OF WORK

The County is seeking to enter an agreement with an individual or firm having expertise in generator preventative maintenance services. These services are to ensure effective performance and preserve sustainability of the existing generator systems. A list of services and equipment can be found in attached bid specifications and Bid Form. The services will be applicable to all equipment.

SPECIFICATIONS

Specifications and Bid Form are following this section. Bid Form and Supplemental Forms are to be submitted as the Bid documents.

Attachments:

- Vendor Information and Signature Form
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Drug-Free Workplace Certificate
- Conflict of Interest Statement
- W-9 Form
- Proposed Contract—Not to be submitted with Bid

VENDOR INFORMATION AND SIGNATURE FORM

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

Claiming Local Vendor Preference in accordance with Columbia County Purchasing Policies section 304.6.3 as found on <https://www.columbiacounty.com/Purchasing.asp>

YES _____ NO _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I, _____, of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____,
by _____ as _____ of _____,
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITB, or Contract Number **Bid No. 2022-AA Generator Maintenance Services.**”

2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]

whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]

4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal *law* by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that is was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in form for Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

DRUG-FREE WORKPLACE CERTIFICATE

The drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in form for Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**BID NO. 2022-AA PREVENTATIVE GENERATOR
MAINTENANCE**

PURPOSE

Columbia County is soliciting bids to provide maintenance, repair services, and inspections on emergency and backup generators at various locations within the County. The County reserves the right to have any generator repaired by others. This action will not waive or void any of the terms and conditions of the Agreement.

TERM

The award will result in a three-year Agreement with the County reserving the right and option to extend the Agreement for an additional two (2) periods of twelve (12) months each upon written approval. The Agreement is subject to immediate termination if the repairs or inspections are not completed within the time frame specified. It is expected this Agreement to begin effective October 1, 2022.

All Contractors must be licensed to do business in the State of Florida, must have a minimum of ten (10) years' experience in generator maintenance, service and repair. Must be a manufacturer's authorized repair facility for one or more of the manufacturers listed. Must be authorized to perform warranty repairs. Must have certified Electrical Generator Systems Technicians, or factory trained technicians with specific certification in standby generator sets and automatic transfer switches by any of the manufacturers listed.

SCOPE OF WORK

The Contractor shall provide preventative maintenance services for testing and inspection of Columbia County's emergency and backup generators upon the following schedule beginning with an ANNUAL for Major Maintenance, followed by Minor Maintenance at BI-ANNUAL, ANNUAL and at one location for MONTHLY located at various locations within Columbia County. In addition, the Contractor shall also provide routine and emergency repairs to the same set of generators when requested by designated Columbia County Representatives in a reliable and timely manner, to ensure the proper functioning of the equipment. On site response and evaluation must commence within 24 hours of notification.

1. MAJOR PREVENTATIVE MAINTENANCE SCHEDULE - ALL EQUIPMENT:

The following thirteen (13) tasks are specific requirements for each Columbia County emergency generator. All replacement parts shall meet the guidelines established in this scope of work. All manufacturers' warranties shall be extended. The following tasks must be addressed and documented (as listed in 7. Records) with numbers, specific condition(s) of part(s), liquid levels, and samples for each task, reflecting discrepancies that need to be addressed for overall safety, and or operational use.

Preventative Maintenance: The Contractor shall provide to the County a written schedule for Preventative Maintenance (PM) of the equipment within ten (10) working days of being awarded this bid. The Contractor will begin work upon receiving the County's approval on the proposed

PM schedule. The County requires at least five (5) calendar days' notice for all changes to the proposed schedule. The Contractor will notify the County when any tests being performed require the County to be present.

TASK 1 - FUEL SYSTEM

- (a) Inspection shall meet or exceed requirements for equipment by manufacturer or National Fire Protection Agency (NFPA) levels 1 and 2.
- (b) Main tank level - Check level and record.
- (c) Solenoid valve operation - Verify electrical operation as well as the transfer of fuel.
- (d) Water in system - Utilizing water paste for diesel systems, dip tanks.
- (e) Condition of piping, vents - Inspect condition of all fuel piping and vents.
- (f) Condition of hoses - Inspect all fuel connections for tightness, condition and all hoses for pliability and overall condition.
- (g) Fuel Filter(s) - Replace all engine mounted fuel filters with new OEM or equivalent only.
- (h) Fuel Sample - Test condition of fuel specifically: cetane, water & algae.

TASK 2 - LUBRICATION SYSTEM

- (a) Oil Sample - Obtain sample prior to replacing oil. Mail sample to an authorized independent laboratory for analysis. Sample to include a minimal of the following requirements to determine condition of engine; viscosity, total solids, total base number, oxidation, fuel dilution, and antifreeze.
- (b) Oil - Replace crankcase engine oil using new oil as recommended by the manufacturer.
- (c) Filter(s) - Replace all engine mounted filters with new OEM or equivalent only.
- (d) Level - Verify oil level is at appropriate level as indicated by the dip stick located on the engine.
- (e) Crankcase Breather - Remove, inspect, and clean.

TASK 3 - COOLING SYSTEM

- (a) Antifreeze protection level - Test protection level of coolant and document.
- (b) Inhibitor level - Test level of inhibitor in coolant system and document.
- (c) PH Level - Test PH level of coolant system and record.
- (d) Radiator Exterior Condition - Inspect deterioration of cores and contamination build up.
- (e) Fan & Alternator Belt(s) - Inspect condition and adjust as necessary.
- (f) Water Pump - Visually inspect for leaks and condition.
- (g) Hoses, clamps & connections - Inspect condition and pliability. Tighten all hose clamps.
- (h) Jacket Water Heater - Verify operation of heater and thermostat.
- (i) Coolant Filters - Replace all engine-mounted filters with new OEM or equivalent only.
- (j) Visually inspect level inside radiator, heat exchanger, and or recovery bottle.

TASK 4 - EXHAUST SYSTEM

- (a) Silencer, piping, flex, inspect for cracks and excessive corrosion.
- (b) Inspect exhaust flapper for proper operation.
- (c) Drain Cap - Verify free movement.
- (d) Insulation & Fire Hazards - Inspect and document.
- (e) Hangers and Supports - Inspect and check hardware for tightness.
- (f) Excessive Back Pressure - Check engine backpressure, under load, to compare to OEM specs.

TASK 5 - INTAKE SYSTEM

- (a) Air Filter - Inspect and replace as necessary.
- (b) Hoses, clamps, & connections - Inspect condition and pliability. Tighten all hose clamps.

TASK 6 - BATTERY & CHARGING SYSTEM

- (a) Electrolyte Level - Check level IAW battery manufacturer. Add distilled water as needed.
- (b) Specific Gravity - Test specific gravity and document the lowest and highest reading.
- (c) Terminal & Connections - Remove terminals and treat for corrosion, torque accordingly.
- (d) Cables - Visually inspect condition.
- (e) Load Test - Perform load test utilizing battery manufacturer approved procedures and record battery age and size.
- (t) Battery Charger Float - Verify operation and document.
- (g) Battery Charger Equalize - Verify operation and document.

TASK 7 - PRIME MOVER

- (a) Wiring Harness & Connections - Inspect all engine wiring.
- (b) Mounting Hardware - Check and tighten.
- (c) Vibration Damper- Inspect hardware and components.
- (d) Ignition - Inspect cap, condenser, points, rotor and spark plugs; clean and recalibrate as needed.
- (e) Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.
- (t) Change Oil in governor as applicable.
- (g) Document hours listed on engine run time.

TASK 8 – SYSTEMS OPERATION

- (a) Place control switch to manual, record time to start.
- (b) Unusual noise or vibration. Record if applicable.

- (c) Leaks - Fuel, coolant, oil, exhaust - Inspect and correct if any are loose due to connections or corrosion.
- (d) Exhaust opacity & wet stacking - Inspect and record.
- (e) Oil Pressure Gauge - Record initial and warm, warm after 5 minutes continuous run.
- (f) Coolant Temp Gauge - Record initial and warm. Warm same as previous.
- (g) Battery Charging AMP/DC meter – Record.
- (h) Safety Shutdowns - Test and verify the operation of all shutdowns.
- (i) Pre-Safety Shutdowns - Test and verify the operation of all shutdowns.
- (j) Remote Annunciator/Control Panel Lights and Operations
- (k) AC Voltage - Record no load and loaded.
- (l) Amperage - Record A-ph B-ph C-ph
- (m) Hertz - Record no load and loaded - Potentiometer working properly.

TASK 9 - GENERATOR

- (a) Brushes, commutator, slip rings - Check wear condition and polish as necessary .
- (b) Diodes/surge-suppressor/isolators - Inspect proper mounting, tightness, and remove grease build up with dielectric spray.
- (c) Rotor, stator, exciter field & armature -Inspect windings, connections and hardware.
- (d) Bearings - Inspect for overheating and grease as necessary.
- (e) Hardware Mounts, Flex Plates, Covers - Verify proper torque based on hardware grade, or SAE.
- (f) Leads - Output, stator, fields, sensing, CT's - Inspect insulation and connections.
- (g) Voltage Regulator, breaker, fuses - Inspect all mounting hardware and OHM across components.
- (h) Controller wiring & component connections - Check all wiring inside control panel and components.
- (i) Control panel-enclosure, mounts - Inspect conditions of control panel and mounts.
- (j) Megger Test to check insulation on wires in the main stator, main field, exciter armature and exciter field.

TASK 10 - GENERATOR ENCLOSURES

- (a) Document exterior condition of finish, hinges, keyways and hardware to include corrosion; correct as needed.
- (b) Clean the exterior roof and all sides of the generator to remove mold, dirt wasp nest and the like.

TASK 11- AVTRON RESISTIVE LOAD BANK TEST - The following items are to be checked during the annual (4) four-hour load bank test. Each unit will be load banked up to 100% of nameplate KW, but no less than 93% of nameplate rating. Vendor will coordinate day and time for load bank test with the County's Representative.

- (a) Perform a load bank test for a total of 240 minutes uninterrupted at full load. A minimum of 15 minutes of warm up period shall be performed at 50% load prior to the four-hour test.

- (b) All load bank cables are UL Listed, for outdoor use.
- (c) Separate ground rods shall be temporarily established if an equipment safety ground is not adequate.
- (d) If the unit has to be shut off due to a performance issue, payment shall be pro-rated based on contract price and time into test. Repair or performance issue shall then be addressed and the test rescheduled.
- (e) The following are the minimum accepted items to be recorded every 15 minutes from the start of the test.
 - a. ACV Ph 1&2: Record voltage, make minor adjustments as necessary.
 - b. ACV Ph 2&3: Record voltage, make minor adjustments as necessary.
 - c. ACV Ph 3&1: Record voltage, make minor adjustments as necessary.
 - d. AC Amps/1: Record.
 - e. AC Amps/2: Record.
 - f. AC Amps/3: Record.
 - g. Hertz: Record hertz and make minor adjustments to correct as necessary.
 - h. KW: Record.
 - i. Oil Pressure: Record and inform what the published OEM specifications are.
 - j. Water Temperature: Record and inform what the published OEM specifications are.
 - k. Battery Charger/Alternator: Record and inform what the published OEM specifications are.
 - l. Exhaust Opacity: No darker than No. 1 on Ringlemann Chart or 20% for more than 10 seconds.
 - m. Exhaust Back Pressure: Record and inform what the published OEM specifications are.
 - n. Exhaust Temp: Record exhaust temperature using calibrated infrared laser device at exhaust outlet point prior to exhaust flex. Record and inform published OEM specifications.
 - o. Radiator Temp: Record outlet & inlet temperatures using calibrated infrared laser.
 - p. Vibration: Record any abnormal vibration; any excessive vibration that identified shall be cause for termination of the test.
 - q. Unusual Noise: Record any unusual noise; any unusual noise that cannot be identified shall be cause for termination of the test.
 - r. Ambient Temp: Record.

TASK 12 - AUTOMATIC TRANSFER SWITCHES - Generators permanently connected to structure(s) supplied with emergency power shall include testing of the transfer switches. Emergency generators must exercise regularly, and will utilize the building(s) transfer switches to provide the needed exercise. These transfer switches shall be set for automatic start and stop every Thursday, for 30-minute duration, then automatic stop.

Additional requirements are as follows:

- (a) Normal Voltage Monitor - Check for proper pick up and drop out, record results.
- (b) Emergency Voltage Monitor - Check for proper pick up and drop out, record results.
- (c) Time Delay to Start - Verify operation and record time delay.

- (d) Time Delay to Emergency - Verify operation and record time delay.
- (e) Time Delay to Normal - Verify operation and record time delay.
- (f) Delay Neutral or In-Phase Monitor - Verify operation.
- (g) Status Indicator Lamps - Verify operation and replace as required.
- (h) Exerciser - Verify operation and record day, time and length of exercise.

TASK 13 - FUEL TANK RUPTURE TEST ON REQUIRED LOCATIONS.

2. MINOR PREVENTATIVE MAINTENANCE SCHEDULE FOR ALL EQUIPMENT:

The following ten (10) Tasks are the scope of work to accomplish a **Minor Testing and Inspection** to be performed on all generators. **This Minor Testing and Inspection shall be performed as per the Generator Maintenance Frequency listing (annually or bi-annually or one (1) monthly.** All manufacturers' warranties will be extended including labor when applicable. The following Tasks must address and document with numbers, specific condition(s) of part(s), liquid levels, samples and the like in each Task, recording negative issues that will need to be addressed for overall safety, and or operational use.

TASK 1 - FUEL SYSTEM

- (a) Main tank level - Check level and record.
- (b) Day tank level - Check level and record.
- (c) Transfer pump and control operation - Test controls and float assemblies.
- (d) Solenoid valve operation - Verify electrical operation as well as the transfer of fuel.
- (e) Water in system - Utilizing water paste in diesel systems, dip main tank/day tank/sub-base tank.
- (f) Condition of piping, vents - Inspect condition of all fuel piping and vents.
- (g) Condition of hoses - Inspect fuel connections for tightness, condition of hoses for pliability and overall condition.

TASK 2 - LUBRICATION SYSTEM

- (a) Level-Verify oil level is at appropriate level as indicated by dipstick located on engine.
- (b) Crankcase breather- Remove, inspect and clean.

TASK 3 - COOLING SYSTEM

- (a) Level - Inspect level inside radiator, heat exchanger or recovery bottle.
- (b) Antifreeze protection level - Test protection level of coolant and document.
- (c) Inhibitor level - Test level of inhibitor in coolant system and document.
- (d) PH level - Test PH level of coolant system and record.
- (e) Radiator exterior condition - Inspect for deterioration of cores & contamination build up.
- (f) Fan & alternator belt(s) - Inspect condition and adjust as needed.
- (g) Water Pump - Inspect for leaks and condition.
- (h) Hoses, clamps & connections - Inspect condition and pliability, tighten all hose clamps.

- (i) Jacket Water Heater - Verify operation of heater and thermostat.

TASK 4 - EXHAUST SYSTEM

- (a) Silencer, piping, flex - Inspect for cracks and excessive corrosion.
- (b) Rain Cap - Verify free movement.
- (c) Insulation and fire hazards - Inspect and document.
- (d) Hangers and Supports - Inspect and check hardware for tightness.

TASK 5-INTAKE SYSTEM

- (a) Air Filter - Inspect and replace as necessary.
- (b) Hoses, clamps, and connections - Inspect condition/pliability and tighten all hose clamps.

TASK 6 - BATTERY AND CHARGING SYSTEM

- (a) Electrolyte level - Check level to be IAW battery manufacturer. Add distilled water as needed.
- (b) Specific gravity - Test specific gravity and document the lowest and highest reading.
- (c) Terminal and connections - Remove terminals and treat for corrosion, torque accordingly.
- (d) Cables - Inspect condition.
- (e) Load Test - Perform load test utilizing battery manufacturer procedures. Record results and battery age.
- (t) Battery charger float - Verify operation and document.
- (g) Battery charger - Verify operation and document.

TASK 7 - PRIME MOVER

- (a) Wiring harness and connections - Inspect engine wiring.
- (b) Mounting hardware - Check and tighten.
- (c) Vibration Damper - Inspect hardware components.
- (d) Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.

TASK 8 - SYSTEMS OPERATIONS

- (a) Place control switch to manual, record time to start.
- (b) Unusual noise or vibration - Record if applicable.
- (c) Leaks - Fuel, coolant, oil, exhaust - Visually inspect and correct if any leaks are due to looseness of connections.
- (d) Exhaust opacity and wet stacking- Visually inspect and record.
- (e) Oil pressure gauge - Record initial: warm: warm = 5 minutes.
- (t) Coolant temp gauge - Record initial: warm: warm = 5 minutes.
- (g) Battery charging Amp/DC meter - Record.

- (h) Safety shutdowns - Test and verify the operation of all shutdowns.
- (i) Pre-safety shutdowns - Test and verify the operation of all pre-safety shutdowns.
- (j) Remote Annunciator - Test and verify the operation of all items.
- (k) AC Voltage - Record no load and loaded.
- (l) Amperage - Record A-ph B-ph C-ph.
- (m) Hertz - Record no load and loaded.

TASK 9-GENERATOR

- (a) Hardware mounts flex plats, covers - Verify proper torque based on hardware SAE grade.
- (b) Leads: output, stator, fields, sensing, CT's - Inspect insulation and connections pole/fuse, record accordingly.
- (c) Controller wiring and component connections - Check all wiring inside control panel and components.
- (d) Control panel enclosure, mounts - Inspect condition of control panel and mounts.

TASK 10 - CLEANING OF GENERATORS

- (a) Document exterior condition of finish, corrosion, hinges, hardware and keyways.
- (b) Clean the roof and all sides of generators to remove mold, dirt, wasp nests, and the like.

List of generators is provided and services shall include the following:

3. REPAIR SERVICES:

- (a.) The Contractor shall repair all generators in accordance with the manufacturer's technical data including tolerances, calibrations, specifications, and Industry Standards.
- (b.) All replacement parts or materials shall be specific manufacturers replacement parts for each respective generator being serviced and/or shall be new, Other Equipment Manufacturers equivalent.
- (c.) All work shall conform to the latest NEMA Standards, NFPA Sections 70 and 110, National Electric Codes (NEC) NFPA (sec 30, 37, 70, 99, and 110 (this includes fuel storage), UL 2200 (142), and all State and Local building/electric codes.
- (d.) The Contractor shall properly dispose of used/contaminated lubricant and filters. The Contractor shall provide to the County upon request, a copy of a standard form of transportation manifest showing that all used/contaminated lubricants and filters are being properly handled and disposed of.

- (e.) After any routine preventative maintenance or emergency repairs the Contractor shall provide to the County a list of any corrective actions taken and any additional repairs that are recommended.

4. ESTIMATES OF REPAIRS:

- (a.) The Contractor shall inspect and evaluate each piece of equipment within 72 hours of notification. If the total cost of repairs exceeds 50% of the replacement cost of the equipment, the Contractor shall 1) notify the County by phone or with a written memorandum to follow as confirmation within 10 hours from the pickup by the Contractor, 2) delivery to the Contractor's facility by the County, or (3) review at the County's facility by the Contractor. The County shall make the decision and notify the Contractor whether or not to proceed with the repairs. If the County decides not to proceed with repairs, the Contractor, upon request by the County, shall either return the equipment to the County's facility within 48 hours or dispose of the equipment as directed by County staff.
- (b.) All cost overruns from the original repair estimate given by the Contractor to the County shall be absorbed by the Contractor unless waived by the County.
- (c.) All costs incurred by the County for the third and subsequent rework cycles will be charged to the Contractor.
- (d.) If the various equipment is found to repeatedly require rework after having been previously repaired, the Agreement is subject to termination by the County.
- (e.) If the Contractor is unable to repair and return equipment back to service within the time requirements specified herein, a "loaner" piece of equipment shall be provided at no additional cost to the County.

5. PICKUP AND DELIVERY:

- (a.) The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractors facility. If it is not feasible to transport the equipment to the Contractor's facility, then at the County's discretion, repairs shall be performed at the specified County Facility.
- (b.) The Contractor shall pick up equipment for repair within 24 hours from receiving verbal notification by the County.

6. SCHEDULES FOR REPAIRS:

- (a.) Specific schedules must be adhered to, for different types of repairs such as routine, major, and emergency repairs. The Contractor shall be liable for secondary, incidental, or consequential damage of any nature resulting from any work performed

Under the resulting agreement. Both parties agree that time is of the essence in the performance of this agreement.

- (b.) Routine Repairs: When designated by the County, repairs shall be completed within five (5) working days from pickup by the Contractor or upon commencement of work if performed on site.
- (c.) Major Repairs: The Contractor shall commence major repairs on equipment within ten (10) hours from the pickup by the Contractor. A firm commitment for completion date must also be given by the Contractor, which shall not exceed ten (10) working days from the date of pickup or commencement of work on site if repairs are to be on site at the County.
- (d.) Emergency Repairs:
 - (1) Contractor shall maintain 24 hour, toll free, emergency telephone number in the event of generator failures.
 - (2) The Contractor shall commence with emergency repairs within two (2) hours from written or phone notification by County Staff.
 - a.If an emergency repair cannot be completed within four (4) hours of arrival onsite by the Contractor, a portable unit shall be supplied and connected by the Contractor, with approval from the County. All temporary portable units shall be fully operational and of equitable service capability. Temporary portable units must be placed at the designated location within one (I) hour of the end of the four (4) hour emergency repair time frame. All costs associated with the hook up, disconnect, delivery, pick up, and rental charges of temporary portable units shall be included in the rental rates for the temporary portable unit and shall be the responsibility of the County based on the Schedule of Rental rates.
 - (3) Emergency repairs shall be completed within 48 hours contingent on the availability of parts. Should repairs take longer than anticipated, it is the Contractor's responsibility to notify the County before the end of the next day.
 - (4) The Contractor shall provide emergency repair services either in the field, at a County Facility, or at the Contractor's Facility 24 hours a day, seven (7) days a week, including holidays when requested by the County.

7. RECORDS:

- (a.) A copy of all records shall be submitted to the County upon completion of each preventative maintenance cycle.

- (b.) Each Columbia County generator tested and inspected shall be identified by: manufacturer, model, serial number, County ID number, and address for identification purposes.

8. USE OF COUNTY PREMISES:

- (a.) During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work.
- (b.) At the completion of the work, the Contractor shall remove all waste materials, and debris from, and around the premises as well as all tools, equipment and surplus materials, and leave the site clean and ready for occupancy by the County.

ADDITIONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor. The County reserves the right to add and delete generators as needed.

INVOICE / PAYMENT

Contractor shall invoice after each repair or service is performed. Contractor's parts receipt shall be included with invoice for verification of mark-up cost. All payments will be made in accordance with the Local Government Prompt Payment Act; no later than 45 days from receipt of proper invoice.

Bid No. 2022-AA Generator Maintenance

	Location	KW	Type	Column A Minor Maintenance Inspection Price per Schedule	Column B Annual Maintenance Inspection Price per Item	Column C (Total of A +B) Total Yearly Inspection Cost per Item
1.	F.S. #40 Fairgrounds	15	Generac	Annually		
2.	F.S. #41 Deep Creek	25	Generac/Guardian	Annually		
3.	F.S. #42 Suwannee Valley	29	Cum Onan	Annually		
4.	F.S. #43 West Columbia	29	Cum Onan	Annually		
5.	F.S. #44 Columbia City	12	Generac/Guardian	Annually		
6.	F.S. #45 Ellisville	29	Cum Onan	Annually		
7.	F.S. #46 Ft. White	25	Generac/Guardian	Annually		
8.	F.S. #48 Race Track Rd.	80	Cum Onan	Annually		
9.	Courthouse	125	Cum Onan	Bi - Annually		
10.	CCDC (Jail)	200	Caterpillar	Bi - Annually		
11.	911/EOC	100	Cum Onan	Monthly		
12.	Sheriff's Office	200	Cum Onan	Bi - Annually		
13.	Emerg. Mgmt. Portable #1	37	Perkins	Bi - Annually		
14.	Emerg. Mgmt. Portable #2	37	Perkins	Bi - Annually		
15.	Emerg. Mgmt. Portable #3	125	Caterpillar	Bi - Annually		
16.	Watertown Portable	60	MEP	Bi - Annually		
17.	Winfield Landfill	40	(Gen/Cat) Olympian	Annually		
18.	Ellisville WTP	200	Cum Onan	Bi - Annually		
19.	Ellisville WWTP	60	Cum Onan	Bi - Annually		
20.	Franklin Street Tower	50	(Gen/Cat) Olympian	Annually		
21.	Cumorah Hill Tower	60	Kohler	Annually		
22.	Public Works	80	Baldor	Bi - Annually		
23.	Borrow Pit	35	Cum Onan	Annually		
24.	Deep Creek Tower	40	Cum Onan	Annually		
25.	EOC Tower	35	Cum Onan	Annually		

Continued on next Page

Company Name: _____

Bid No. 2022-AA Generator Maintenance

	Location	KW	TYPE	Column A	Column B	Column C
26.	CCSO Sheriff's Office Tower	35	Cum Onan	Bi - Annually		
27.	Lulu Tower	35	Cum Onan	Annually		
28.	Benton Tower	35	Cum Onan	Annually		
29.	New Detention Building	130	Generac	Bi- Annually		
30.	Ft. White WTP	150	Generac	Bi - Annually		

Total for Column C: \$ _____

Total above written in words: _____

Bid award based on total of Column C above.

ADDITIONAL COST:

- | | |
|--|--|
| 1. Shop Labor Rate Per Hour – Repairs \$ _____ | 4. Emergency Labor Rate Per Hour \$ _____ |
| 2. Field Labor Rate Per Hour – Repairs \$ _____ | 5. Parts Mark-up % (Not to exceed 10%) _____ % |
| 3. Overtime Labor Rate Per Hr – Repairs \$ _____ | 6. Replacement Generator Rental Rates \$ _____ |

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE (Signature) _____

AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) made this _____ day of _____, 2022 by and between _____, a(n) _____, with whose principle address is _____, hereinafter called “Contractor”, and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called “County”.

WITNESSETH:

WHEREAS, the County solicited bids for the provision of certain services to the County with accompanying instructions for the submission of bids under Bid No. 2022-AA “Generator Maintenance”; and

WHEREAS, the Contractor was determined as the most qualified responsive bidder to that solicitation for bids, and was selected as the prevailing bidder by the County on _____; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

The Contractor shall provide generator materials and labor as set forth in the bid documents for Bid No. 2022-AA , which are attached hereto and made a part hereof as is fully set forth herein.

II. FEES FOR PRODUCTS

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2022-AA.

III. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Stat. section 218.70 et seq.

V. TERM

The term of this agreement shall be effective beginning October 1, 2022. Subject to

approval at the sole discretion of the County's Board of Commissioners, this Agreement may renew for up to two (2) successive one (1) year terms, for a total of three (3) years. Up to ninety (90) days but not fewer than thirty (30) days prior to the end of the initial term of this Agreement, Contractor may notify the County of Contractor's desire not to renew this Agreement, such that on the last day of that term this Agreement shall terminate and no renewal shall occur. This provision shall not be construed in any manner to require either party to renew this Agreement.

VI. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign(as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

VIII. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

IX. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

X. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XI. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIII. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XIV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XV. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of

amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVI. BINDING EFFECT

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XVIII. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provision required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain original or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XIX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out

of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XX. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXI. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2022-AA. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

Witness

By:

Print or type name

Witness

Print or type name

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ who is personally known to me or who provided _____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

(Print or Type Name)
My Commission Expires:

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: Robby Hollingsworth, Chairman

ATTEST: _____
James M. Swisher, Clerk of Court

(Seal)

Approved as to form:

Joel F. Foreman, County Attorney