NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on Wednesday, July 3, 2019, at 3:00 P.M.,
the Monroe County Purchasing Office will receive and open sealed responses for the
following:

EMERGENCY GENERATOR INSPECTION AND REPAIRS
MONROE COUNTY, FLORIDA

Pursuant to F.S. 50.0211(3)(a), all published competitive solicitation notices can be
viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all
published legal notices. Requirements for submission and the selection criteria may be
requested from DemandStar by Onvia at www.demandstar.com OR
www.monroecountybids.com or call toll-free at 1-800-711-1712. The Public Record is
available at the Monroe County Purchasing Office located in the Gato Building, 1100
Simonton Street, Room 2-213, Key West, Florida.

All responses must be sealed and must be submitted to the Monroe County Purchasing
Office.

Publication Dates
Citizen: Wed., 05/29/19
Keys Weekly: Thur., 05/30/19
News Barometer: Fri., 05/31/19
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SECTION ONE: INSTRUCTION TO BIDDERS

The bidder(s) awarded a contract shall provide the following to Monroe County (also referred to herein as “Owner”).

1. DESCRIPTION & SPECIFICATIONS:
   GENERAL:

The County intends to seek one (1) vendor/contractor for Emergency Generator Inspections and Repairs, but reserves the right to award multiple separate contracts for the services based upon the Submission Response Forms. This project requires the furnishing of all labor, materials, equipment, tools, load bank, transportation, services, and incidentals, and the performance of all work necessary in accordance with the specifications entitled:

EMERGENCY GENERATOR INSPECTIONS
AND REPAIRS
MONROE COUNTY, FLORIDA

A. Annual inspections of approximately Seventy (70) emergency generators including the engines, electronics, electrical load, and transfer equipment. The annual major inspection is required in preparation for hurricane season, which begins on June 1st. The annual major inspection will include electrical load testing. Proposed inspection checklists must be included in Contractor’s proposal. Emergency inspections and repairs will be required at the County’s Upper, Middle and Lower Keys Facilities in Monroe County and at South Florida locations as directed by the County.

B. Routine repairs; the Owner is responsible for routine repairs and maintenance, but may approve the Contractor or others to perform these repairs on a case-by-case basis. The Contractor will submit inspection reports identifying needed repairs. The Owner may perform or assist with all routine and/or emergency repairs.

C. Emergency repairs of all generators and transfer switch equipment; The Contractor shall be available 24 hours per day, 365 days per year. The Contractor shall be on site of any Emergency Generator malfunction within four (4) hours of verbal notification by the Owner.

D. The Contractor’s technicians shall report to the Owner’s Emergency Operations Center (EOC) within four (4) hours of verbal notification and remain on site available to Owner immediately following an emergency, declared by Owner.

E. If the Contractor feels that a unit is not economically repairable, the Contractor may submit an estimate for replacement and/or repair to the Owner. The Owner may, at his discretion, have the Contractor repair the unit in keeping with the repair estimate or seek other outside proposals for replacement. The cost for the replacement, will be considered an “additional service” under the contract.

F. The Contractor may be required to assist in the development of specifications for new or replacement generators and associated equipment.
G. The Owner shall pay the Contractor for the Contractor’s cost of the parts/equipment plus the percentage indicated in the parts markup of this bid form, excluding reasonably priced small items from contractor’s inventory that do not exceed more than $100.00 of the cost billed to the County. Receipts, invoices, or other acceptable proof of contractor’s original purchase must be attached to all work orders for parts exceeding $100.00. All parts shall be of equal or greater quality as compared to existing parts in use. The County shall have the option to purchase all special order parts above $500.00 directly from the manufacturer, jobber, dealer, etc.

H. Attached is a list of the County’s current and active generators, which will require services under this emergency Generator Inspections and Repairs contract. The County’s generator inventory will always be subject to change due to surplus deletions, additions, transfers, movement, etc.

2. COPIES OF BID DOCUMENTS

A. Only complete sets of BID Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of BID Documents may be obtained in the manner and at the locations stated in the Notice of Request for Bids.

3. STATEMENT OF BID REQUIREMENTS

I. The awarded Contractor will be required to provide a State of Florida licensed electrician as required for load testing, load banking and/or electrical repairs including, but not limited to transfer switch repairs, back up portable generator installation and diagnoses. Additionally, the awarded Contractor and electrician will be required to provide related documents, credentials before contract documents are executed.

J. Proposal / Bid Form items number one (1.) and number two (2.); Labor for Repairs should be construed as labor for repairs, major PM, inspections, etc. (Flat rate labor charges will not be accepted.)

K. Specifications Contact:
   Roy Sanchez, Director
   Monroe County Fleet Management
   3583 South Roosevelt Boulevard
   Key West, FL 33040
   305-292-3572
   Sanchez-Roy@monroecounty-fl.gov

L. Contact:
   Edward Lowe
   Monroe County Fleet Management
   3583 South Roosevelt Boulevard
   Key West, FL 33040
   305-292-3636
   Lowe-Ed@monroecounty-fl.gov
All submissions must remain valid for a period of ninety (90) days from the date of the deadline for submission. The Board will automatically reject the response of any person or affiliate who appears on the convicted Contractor list prepared by the Department of General Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1989).

Once completed, the Bid package will be presented to the Monroe County Board of County Commissioners for review and approval to award bid.

4. DISQUALIFICATION OF BIDDER

A. NON-COLLUSION AFFIDAVIT: Any person submitting a Bid in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Bids for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Category Two: $35,000.00

C. DRUG-FREE WORKPLACE FORM: Any person submitting a bid in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Bid. Failure to complete this form in every detail and submit it with the proposal or Bid may result in immediate disqualification of the bid or Bid.

D. LOBBYING AND CONFLICT OF INTEREST CLAUSE: Any person submitting a bid in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his proposal or Bid. Failure to complete this form in every detail and submit it with the bid may result in immediate disqualification of the proposal or Bid.

5. EXAMINATION OF BID DOCUMENTS

A. Each Bidder shall carefully examine the BID and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the bid. Ignorance on the part of the Bidder shall in no way relieve him of the obligations and responsibilities assumed under the bid.

B. Should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

6. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the bid documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of
responses will be given consideration. Written inquiries should be sent to Roy Sanchez, Director of Monroe County Fleet Management, 3583 S. Roosevelt Blvd., Key West, FL 33040 or faxed to (305)292-3529. Responses will be issued by addendum up to five (5) business days prior to the bid opening date. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on DemandStar and a notification will be furnished by DemandStar to all known prospective Bidders listed as planholders prior to the established Bid opening date. Each Bidder shall acknowledge receipt of such addenda in his Bid. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the bid documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before responses are opened.

7. GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of license requirements for Monroe County and municipalities within Monroe County are the responsibility of the Bidder.

8. PREPARATION OF RESPONSES

Signature of the Bidder: The Bidder must sign the response forms in the space provided for the signature. If the Bidder is an individual, the words “doing business as ____________”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words “Member of the Firm” should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Response on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Bidder shall state in the response the name and address of each person having an interest in the submitting entity.

9. SUBMISSION OF RESPONSES

Interested firms or individuals shall submit a total of five (5) complete sets of bids, two (2) signed originals, one (1) flash drive, and two (2) complete copies, in a sealed envelope clearly marked on the outside, with the Bidders name and “Sealed Bid – Emergency Generator Inspections and Repairs for Monroe County, Florida”. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to Monroe County Purchasing Department, 1100 Simonton Street, Room 2-213, Key West, FL 33040, on or before 3:00 P.M. local time on July 3, 2019. Fax ed or e-mailed Bids shall be automatically rejected.

10. CONTENT OF SUBMISSION

The Bid submitted in response to this Request for Bids (BID) shall be printed on 8-1/2” x 11” white paper and bound or stapled; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Bidder must submit adequate documentation
to certify the Bidder's compliance with the County's requirements. Bidder should focus specifically on the information requested.

The following information, at a minimum, shall be included in the Submittal:

A. County Forms and Licenses

Bidder shall complete and execute the forms specified below and found at the designated pages in this BID.

Forms
Submission Response Form
Lobbying and Conflict of Interest Clause
Non-Collusion Affidavit
Drug Free Workplace Form

B. The Following Information

(1) A list of the person's shareholders with five (5) percent or more of the stock or, if a general partnership, a list of the general partners; or, if a limited liability company, a list of its members;
(2) A list of the officers and directors of the person;
(3) The number of years the person has been operating and, if different, the number of years it has been providing the services, goods, or construction services called for in the bid specifications (include a list of similar projects);
(4) The number of years the person has operated under its present name and any prior names;
(5) Answers to the following questions regarding claims and suits:
   a. Has the person, principals, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? (Please indicate Yes or No. If yes, provide details.)
   b. Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, directors or general partners? (Please indicate Yes or No. If yes, provide details.)
   c. Has the person, principal of the entity, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration or mediation with regard to a contract for services, goods or construction services similar to those requested in the specifications with private or public entities? (Please indicate Yes or No. If yes, provide details.)
   d. Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the county or been sued by the county in connection with a contract to provide services, goods or construction services? (Please indicate Yes or No. If yes, provide details.)
   e. Whether, within the last five (5) years, the owner, an officer, general partner, principals, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids (Please indicate Yes or No. If yes, provide details.);
   f. Customer references (minimum of three);
   g. Credit references (minimum of three); and
B. The Following Information

(1) Juan R. Garcia - 100% - President
(2) Juan R. Garcia - President
(3) 2001
(4) 2001
(5)
   a. No
   b. No
   c. No
   d. No
   e. No
   f. City of Miramar - City Of Miami Beach - City Of Boca Raton Florida
   g. MTS Power Products - KW Power Systems - Pantropic
h. Financial Statement for the prior three years for the responding entity or for any entity that is a subsidiary to the responding entity (Please mark as “Confidential” to exercise exemption from Public Disclosure under F.S. 199.071(1)(c). The County shall incur no liability for inadvertent disclosure of financial records that are not properly marked); and
i. Any information that may be requested by the county department involved in soliciting the bids related to the financial qualifications, technical competence, the ability to satisfactorily perform within the contract time constraints, or other information the department deems necessary to enable the department and board of county commissioners to determine if the person bidding is responsible.

The department requesting the submission of bids and the OMB director must make sure that all bid solicitations request the information required by this subsection 2-347(h), Monroe County Code. The department requesting the bids must evaluate the information received, and then prepare a recommendation to the board of county commissioners for each of three (3) lowest bidders as to whether the lowest bidder is responsible in the view of the information received.

11. MODIFICATION AND WITHDRAWAL OF BIDS/RESPONSES

Written modification will be accepted from Bidders if addressed to the entity and address indicated in the Notice of Request for Competitive Solicitations and received prior to Bid due date and time. Modifications must be submitted in a sealed envelope clearly marked on the outside, with the Bidders name and “Modification to Bid – Emergency Generator Inspections and Repairs for Monroe County, Florida.” If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Bids. Faxed or e-mailed modifications shall be automatically rejected. Bids may be withdrawn in writing only and must be received prior to the time of the opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

12. RESPONSIBILITY FOR RESPONSE

The Bidder is solely responsible for all costs of preparing and submitting the response, regardless of whether a bid award is made by the County.

13. RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened. Bidders names shall be read aloud at the appointed time and place stated in the Notice of Request for Competitive Solicitations. Monroe County’s representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Bidders or their authorized agents are invited to be present.

14. DETERMINATION OF SUCCESSFUL BIDDER

The bid shall be awarded to the lowest, conforming, responsible bidder as determined by the County. The County reserves the right to award multiple separate contracts for the services based upon the Submissions Response Forms. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that contain modifications, are incomplete, unbalanced, conditional, obscure, or that contain additions not
requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Bidder, may be rejected at the option of the County.

15. **BID PROTEST PROCEDURES**
Any Bidder/Respondent/Proposer who claims to be adversely effected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the notice of decision or intended decision on DemandStar or posting of the notice of decision or intended decision on the BOCC’s agenda, whichever occurs first. Failure to timely protest within the times prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless it is determined that it is in the best interest of the County to do so. A formal written protest may be submitted in writing and must be received by the County Attorney’s Office seventy-two (72) hours or three (3) business days prior to the Board of County Commissioner’s meeting date in which the award of contract by the Board of County Commissioners will be heard. The only opportunity to address protest claims is before the Board of County Commissioners at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The Board of County Commissioners decision to award the contract is final and at their sole discretion.
SECTION TWO: BID RESPONSE AND COUNTY FORMS

SUBMISSION RESPONSE FORM PART I
Emergency Generator Inspections and Repairs for Monroe County, Florida

BID TO:  MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 2-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040

The undersigned, having carefully examined the specifications, bid and addenda thereto and other bid documents for:

Emergency Generator Inspections and Repairs for Monroe County, Florida

in conformance with said specifications and other bid documents including Addenda issued thereto.

I acknowledge receipt of Addendum (a) No.(s) N/A.

Delivery __ days.

I have included:
  o The Submission Response Form Parts I and II ✓
  o Lobbying and Conflict of Interest Clause Form ✓
  o Non-Collusion Affidavit ✓
  o Drug Free Workplace Form ✓
  o Vendor Certification Regarding Scrutinized Companies Lists

(Check mark items above, as a reminder that they are included.)

Company Name: All Power Generators Corp

Mailing Address: 9841 N.W. 117 Way Telephone: 305-888-0059
Medley FL 33178 Fax: 305-888-2090

Date: 7-1-19

Signed: __________________________ Witness: __________________________

Name: Juan R. Garcia (SEAL)

Title: President

Applicable License(s) Number: EC13007706 Federal I.D. # 65-110895

Type: Electrical License

May 2019 Competitive Solicitation for Emergency Generator Inspection and Repairs
SUBMISSION RESPONSE FORM PART II

The undersigned, having carefully examined the work, specifications, proposal, and addenda thereto and other Contract Documents for the services of:

EMERGENCY GENERATOR INSPECTIONS AND REPAIRS

And having become familiar with all local conditions including labor affecting the cost thereof, and having familiarized himself with material availability, Federal, State, and Local laws, ordinances, rules and regulations affecting performance of the work, does hereby propose to furnish labor, mechanics, tools, material, equipment, transportation services, and all incidentals necessary to perform and complete said work in a workman-like manner, in conformance with said specifications, and other contract documents including addenda issued thereto.

1. Labor for repairs – normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays:
   $ 90 per hour, mechanic
   $ 60 per hour, helper
   $ 150 per hour, mechanic plus helper

2. Labor for repairs – overtime rate for hours other than the normal working hours as stated in item 1 above, including holidays:
   $ 120 per hour, mechanic
   $ 90 per hour, helper
   $ 210 per hour, mechanic plus helper

3. Replacement parts:
   Cost plus 20%

4. Rate for specification development/other professional services, excluding Generator maintenance and repairs:
   $ 90 per hour

5. Rate for technician hours of 8:00 a.m. to 5:00 p.m. during assignment to the owners Emergency Operations Center (EOC) excluding actual Generator maintenance and repairs:
   $ 90 per hour

6. Rate for technician hours other than the hours stated in item 5 above, during assignment to the owners Emergency Operations Center (EOC), excluding actual Generator maintenance and repairs:
   $ 120 per hour

Note: There are no additional costs for shop supplies, travel, mileage, meals, or lodging.

The Contractor’s request for payment must itemize each of the costs stated above.

Bidder’s Name: Juan Garcia
(Print) All Power Generators Corp
(Signature)
SECTION THREE - DRAFT CONTRACT

EMERGENCY GENERATOR INSPECTIONS
AND REPAIRS
MONROE COUNTY, FLORIDA

THIS AGREEMENT, made and entered into this 1st day of July, 2019, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter, the "owner"), and ALL POWER GENERATORS CORP (hereinafter, the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. DESCRIPTION/SCOPE OF BASIC SERVICES

This project requires the furnishing of all labor, materials, equipment, tools, load bank, transportation, services, and incidentals, and the performing of all work necessary in accordance with the Contract Documents which consist of this agreement, Insurance requirements, Bid Documents and Contractors bid response and addenda issued prior to execution of this Agreement and specifications entitled:

EMERGENCY GENERATOR INSPECTIONS
AND REPAIRS
MONROE COUNTY, FLORIDA

A. Annual inspections of the approximately Seventy (70) emergency generators including the engines, electronics, electrical load, and transfer equipment. The annual major inspection is required in preparation for hurricane season, which begins on June 1st. The annual major inspection will include electrical load testing. Proposed inspection checklists must be included in Contractor's proposal. Emergency inspections and repairs will be required at the County’s Upper, Middle and Lower Keys Facilities in Monroe County and at South Florida locations as directed by the County.

B. Routine repairs; the Owner is responsible for routine repairs and maintenance, but may approve the Contractor or others to perform these repairs on a case-by-case basis. The Contractor will submit inspection reports identifying needed repairs. The Owner may perform or assist with all routine and/or emergency repairs.

C. Emergency repairs of all generators and transfer switch equipment. The Contractor shall be available 24 hours per day, 365 days per year. The Contractor shall be on site of any Emergency Generator malfunction within four (4) hours of verbal notification by the Owner.

D. The Contractor’s technicians shall report to the owners Emergency Operations center (EOC) within four (4) hours of verbal notification and remain on site available to owner immediately following an emergency, declared by owner.

E. If the Contractor feels that a unit is not economically repairable, the Contractor may submit an estimate for replacement and/or repair to the Owner. The Owner may, at his discretion, have the Contractor repair the unit in keeping with the repair estimate or seek other outside proposals for
replacement. The cost for the replacement, will be considered an “additional service” under the contract.

F. The Contractor may be required to assist in the development of specifications for new or replacement generators and associated equipment.

G. The Owner shall pay the Contractor for parts/equipment plus the percentage indicated in the parts markup of this bid form, excluding reasonably priced small items from contractor’s inventory that do not exceed more than $100.00 of the cost billed to the County. Receipts, invoices, or other acceptable proof of contractor’s original purchase must be attached to all work orders for parts exceeding $100.00. All parts shall be of equal or greater quality as compared to existing parts in use. The County shall have the option to purchase all special order parts above $500.00 directly from the manufacturer, jobber, dealer, etc.

H. Attached is a list of the County’s current and active generators, which will require services under this emergency Generator Inspections and Repairs contract. The County’s generator inventory will always be subject to change due to surplus deletions, additions, transfers, movement, etc.

I. The Contractor will be required to provide a State of Florida licensed electrician as required for load testing, load banking and/or electrical repairs including, but not limited to transfer switch repairs, back up portable generator installation and diagnoses. Additionally, the Contractor and electrician will be required to provide related documents and/or credentials for all work performed and as requested by the County.

J. Labor for Repairs should be construed as labor for repairs, major PM, inspections, etc. (Flat rate labor charges will not be accepted.)

K. Additional Services: Additional Services are not included in the Description/Scope of Basis Services Above. If Additional Services are required, the COUNTY shall request for the Contractor to provide a fee estimate or proposal, or the Contractor may prepare an estimate as set forth in Section E above if the repair work is considered uneconomical. Any estimate or proposal submitted shall be in accordance with the Payment/Compensation rates and fees set forth herein. Only after receiving an amendment (if required by the County’s Purchasing Policy) and/or a notice to proceed from the County, shall the Contractor proceed with the Additional Services.

2. TERM OF CONTRACT

A. This contract shall be for a period of One (1) year commencing upon the day in which it has been executed by both parties.

B. Monroe County shall have the option to renew this agreement after the first year for Three (3) additional two (2) year periods.

3. HOLD HARMLESS

Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, Contractor shall defend, indemnify and hold the County and the County’s elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted
against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of Contractor or any of its employees, agents, subcontractors or other invitees during the term of this Agreement, (B) the negligence or willful misconduct of Contractor or any of its employees, agents, subcontractors or other invitees, or (C) Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than Contractor). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Contractor. The County shall not in any form, defend, indemnify, and/or hold Contractor harmless.

4. **INSURANCE**

Prior to execution of this agreement, and maintained throughout the life of the contract, the Contractor shall furnish to the Owner Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:
   - Premises Operations
   - Products and Completed Operations
   - Blanket Contractual Liability
   - Personal Injury Liability
   - Expanded Definition of Property Damage

The minimum limits acceptable shall be $300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: $100,000 per person; $300,000 per Occurrence; and $50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve months following the acceptance of work by the County.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.**

B. Vehicle Liability – include as a minimum:
   - Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be $100,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: $200,000 per Person; $300,000 per Occurrence; and $200,000 Property Damage.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.**

May 2019 Competitive Solicitation for Emergency Generator Inspection and Repairs
C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers’ Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida’s Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor’s status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor’s Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

5. PAYMENT/COMPENSATION RATES AND FEES

The Owner shall pay the Contractor in accordance with the following schedule:

A. Labor for repairs – normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays $ 90 per hour mechanic $ 60 per hour helper.

B. Labor for repairs – overtime rate for hours other than the normal working hours as stated in item (A) above, including holidays, $ 120 per hour mechanic $ 90 per hour helper.

C. Replacement parts – purchase price plus 20%. Shipping charges will be reimbursed.

D. Hourly rate for specification development and other professional services $ 90 per hour.

E. Hourly rate for hours of 8:00 a.m. to 5:00 p.m. during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical/generator maintenance and repairs $ 120 per hour.

F. Hourly rate for hours other than the hours as stated in item (E) above, during assignment to the owners Emergency Operations Center (EOC) excluding actual electrical/generator maintenance and repairs $ 120 per hour.

Note: There are no additional costs for shop supplies, travel, mileage, meals, or lodging.

6. INDEPENDENT CONTRACTOR(S)

At all times for all purposes under this agreement the CONTRACTOR is an independent Contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement
shall be construed so as to find the CONTRACTOR or any of his/her employees, Sub-contractor(s), servants, or agents to be employees of the Board of County Commissioners for Monroe County.

7. ASSURANCE AGAINST DISCRIMINATION

CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

8. ASSIGNMENT

CONTRACTOR shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County, which approval shall be subject to such conditions and provisions as the County may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provision of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the County in addition to the total agreed-upon price of the services/goods of the CONTRACTOR.

9. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes ordinances, rules and regulation shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the CONTRACTOR. The CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

10. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

For County:
Monroe County Fleet Management
3583 S. Roosevelt Blvd.
Key West, FL 33040

For Vendor:
All Power Generators Corp
9841 N.W. 117th Way
Medley, FL 33178

With a copy to:
Christine Limbert
Monroe County Attorney
P.O. Box 1026
Key West, FL 33041-1026

11. FUNDING AVAILABILITY

In the event that funds from the Contract Services Operating Accounts are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of services/goods specified herein,
this agreement may then be terminated immediately at the option of the county by written notice of termination delivered in person or by mail to the CONTRACTOR. The County shall only be obligated to pay for any goods delivered by the CONTRACTOR(s) until the CONTRACTOR(s) has received written notice of termination due to lack of funds.

12. PROFESSIONAL RESPONSIBILITY

The CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Notice of calling for Bids. The CONTRACTOR shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the County is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of CONTRACTOR.

13. PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a proposal or bid on a contract to provide any goods or services to a public entity, may not submit a proposal or bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list. Category Two: $35,000.00

14. TERMINATION

A. Termination for Cause and Remedies: In the event of breach of any contract terms, the COUNTY retains the right to terminate this Agreement. The COUNTY may also terminate this agreement for cause with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, prior to termination, the COUNTY shall provide CONTRACTOR with five (5) calendar days’ notice and provide the CONTRACTOR with an opportunity to cure the breach that has occurred. If the breach is not cured, the Agreement will be terminated for cause. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract; however, the COUNTY reserves the right to assert and seek an offset for damages caused by the breach. The maximum amount due to CONTRACTOR shall not in any event exceed the spending cap in this Agreement. In addition, the COUNTY reserves all rights available to recoup monies paid under this Agreement, including the right to sue for breach of contract and including the right to pursue a claim for violation of the COUNTY’s False Claims Ordinance, located at Section 2-721 et al. of the Monroe County Code.

B. If the CONTRACTOR fails to fulfill the terms of this Agreement, or attachments, properly or on time, or otherwise violates the provisions of this Agreement, the County may terminate this Agreement upon five 5 Calendar days written notice to the CONTRACTOR. The County shall pay the CONTRACTOR the contract price for goods delivered but not paid for on the date of termination, less any amount of damages caused by the CONTRACTOR’s breach. If those damages are more that the amount due the CONTRACTOR, then the CONTRACTOR shall remain liable to the County for the excess amount.

C. In the event that the CONTRACTOR shall be found to be negligent in any aspect of service, the COUNTY shall have the right to terminate this agreement after five (5) calendar days written notification to the CONTRACTOR.

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D. For Contracts of any amount, if the County determines that the CONTRACTOR/Consultant has submitted a false certification under Section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall have the option of (1) terminating the Agreement after it has given the CONTRACTOR/Consultant written notice and an opportunity to demonstrate the agency’s determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

E. For Contracts of $1,000,000 or more, if the County determines that the CONTRACTOR/Consultant submitted a false certification under Section 287.135(5), Florida Statutes, or if the CONTRACTOR/Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, the County shall have the option of (1) terminating the Agreement after it has given the CONTRACTOR/Consultant written notice and an opportunity to demonstrate the agency’s determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

F. Termination for Convenience: The COUNTY may terminate this Agreement for convenience, at any time, upon one (1) weeks’ notice to CONTRACTOR. If the COUNTY terminates this agreement with the CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due the CONTRACTOR under this agreement prior to termination, unless the cost of completion to the COUNTY exceeds the funds remaining in the contract. The maximum amount due to CONTRACTOR shall not exceed the spending cap in this Agreement. The CONTRACTOR may cancel this Agreement without cause by giving the COUNTY thirty (30) days written notice of its intention to do so.

15. MAINTENANCE OF BOOKS, RECORDS, DOCUMENTS AND RIGHT TO AUDIT

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven years from the termination of this agreement or for a period of three years from the submission of the final expenditure report as per 2 CFR §200.333, whichever is greater. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

Right to Audit: Availability of Records. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as “County Clerk”) to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County’s or the County Clerk’s reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as “Records”) shall be open to

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inspection and subject to audit and/or reproduction by County’s representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running from the date the monies were paid to CONTRACTOR. The right to audit provisions survives the termination of expiration of this Agreement.

16. GOVERNING LAW, VENUE, INTERPRETATION

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

17. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18. ATTORNEY’S FEES AND COSTS

The County and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney’s fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.
19. **BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and CONTRACTOR and their respective legal representatives, successors, and assigns.

20. **AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

21. **CLAIMS FOR FEDERAL OR STATE AID**

CONTRACTOR and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Project will be provided to each party.

22. **ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

County and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration. This provision does not negate or waive the provisions concerning termination or cancellation.

23. **COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

24. **NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR and COUNTY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR or COUNTY agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights
Act of 1968 (42 USC s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.


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

2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

4) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

25. COVENANT OF NO INTEREST

County and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

26. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one’s agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

27. NO SOLICITATION/PAYMENT

The County and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. PUBLIC RECORDS COMPLIANCE

CONTRACTOR must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONTRACTOR in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form
of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract. The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the CONTRACTOR is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County’s custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the County.

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

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the County’s request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County’s option and right to unilaterally cancel this contract upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**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 CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY’S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.**
29. NON-WAIVER OF IMMUNITIES

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

30. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

31. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

32. NON-RELIANCE IN NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the CONTRACTOR agree that neither the County nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

33. ATTESTATIONS

CONTRACTOR agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

34. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
35. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

36. **SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

37. **MUTUAL REVIEW**

This agreement has been carefully reviewed by CONTRACTOR and the COUNTY, therefore this agreement is not to be construed against either party on the basis of authorship.

38. **UNCONTROLLABLE CIRCUMSTANCES**

Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party’s control, without such Party’s fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Project; (d) government order or law in the geographic area of the Project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority prohibiting work in the geographic area of the Project; (each, a "Uncontrollable Circumstance"). CONTRACTOR’S financial inability to perform, changes in cost or availability of materials, components, or services, market conditions, or supplier actions or contract disputes will not excuse performance by CONTRACTOR under this Section. CONTRACTOR shall give County written notice within 7 days of any event or circumstance that is reasonably likely to result in an Uncontrollable Circumstance, and the anticipated duration of such Uncontrollable Circumstance. CONTRACTOR shall use all diligent efforts to end the Uncontrollable Circumstance, ensure that the effects of any Uncontrollable Circumstance are minimized and resume full performance under this Agreement. The County will not pay additional cost as a result of an Uncontrollable Circumstance. The CONTRACTOR may only seek additional time at no cost to the County as the Owners Representative may determine.

39. **FEDERAL CONTRACT REQUIREMENTS**

The CONTRACTOR and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended, including but not limited to:

39.1 **Davis-Bacon Act**, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, CONTRACTORs must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORs must be required to pay wages not less than once a week. If applicable, the COUNTY must place a current prevailing wage
determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the CONTRACTORS must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each CONTRACTOR or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(1) CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

39.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the COUNTY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

39.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

1251-1387). CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and sub grants of amounts in excess of $150,000.

39.5 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


39.7 Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Other Federal Requirements:

39.8 Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

39.9 Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE’s, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE’s have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321( as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE’s have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis
of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
   a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible.
   b. Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
      6. Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

39.10 The CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

39.11 Access to Records: Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency’s (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must 1. cooperate with any compliance review or complaint investigation conducted by DHS. 2. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

39.12 DHS Deal, Logo and Flags: Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproduction of flags or likeness of DHS agency officials without specific FEMA approval.

39.13 Changes to Contract: The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the COUNTY and CONTRACTOR.

40. **FDEM CONTRACT REQUIREMENTS**

If this Agreement is funded by the Florida Department of Emergency Management (FDEM), The CONTRACTOR will be bound by the terms and conditions of the Federally-Funded Sub-award and Grant Agreement between COUNTY and the Florida Division of Emergency Management (Division).
The CONTRACTOR shall hold the Division and COUNTY harmless against all claims of whatever nature arising out of the CONTRACTOR's performance of work under this Agreement, to the extent allowed and required by law.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: KEVIN MADOK, CLERK

By: ______________________
   Deputy Clerk

Date: ______________________

(SEAL)
Attest: ______________________

By: ______________________
   WITNESS

By: ______________________
   WITNESS

By: ______________________
   WITNESS

Title: ______________________
   Service Manager

Title: ______________________
   Administrator Assistant

By: ______________________
   Mayor/Chairman

Title: ______________________
   President

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

CONTRACTOR
NON-COLLUSION AFFIDAVIT

I, Juan R. Garcia of the city of Medley, Florida, according to law on my oath, and under penalty of perjury, depose and say that:

1. I am Juan R. Garcia of the firm of All Power Generators Corp, the bidder making the Proposal for the project described in the Notice for Calling for bids for:
   Monroe County Florida

   and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder) 7.1.2019 (Date)

STATE OF: Florida

COUNTY OF: Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Juan C. Garcia, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 1st day of July 2019.

My Commission Expires: 06-27-2020

May 2019 Competitive Solicitation for Emergency Generator Inspection and Repairs
SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

All Power Generators Corp warrants that he/it has not employed, retained
or otherwise had act on his/its behalf any former County officer or employee in violation of
Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of
Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County
may, in its discretion, terminate this contract without liability and may also, in its discretion,
deduct from the contract or purchase price, or otherwise recover, the full amount of any fee,
commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)
Date: 7-1-2019

STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Juan R. Garcia

who, after first being sworn by me, affixed his/her
signature (name of individual signing) in the space provided above on this 1st day of
July, 2019

(notary public)

My commission expires: 06-27-2020

OMB - MCP FORM #4
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

All Power Generators Corp
(Name of Business)

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’s 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 a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

[Signature]
President

[Signature]
Bidder's Signature

7/1/2019
Date

OMB - MCP#5
Section 287.135, 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, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled “Respondent Vendor Name” is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

Certified By: Juan R. Garcia - President, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Juan R. Garcia

Print Name: Juan R. Garcia

Note: The List are available at the following Department of Management Services Site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
INSURANCE AGENTS STATEMENT

I have reviewed the requirements with the bidder named below. The following deductibles apply to the corresponding policy.

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<th>POLICY</th>
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Liability policies are ______ Occurrence ______ Claims Made

____________________________  ____________________________
Insurance Agency  Signature

BIDDERS STATEMENT

I understand the insurance that will be mandatory if awarded the contract and will comply in full with all the requirements.

____________________________
Bidder Signature
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

Insurance Plus Inc.
14336 SW 120th Street, S-114
Miami, FL 33186

CONTACT NAME: NORA LAFAUERIE
PHONE: 305-387-0222
FAX: 305-387-0224
EMAIL: insuranceplusinc@gmail.com

INSURED

ALL POWER GENERATOR, CORP
9841 NW 117 Way
Miami, FL 33178

INSURER(S) AFFORDING COVERAGE

INSURER A: SCOTTSDALE
NAIC #: 41257

INSURER B: PROGRESSIVE INSURANCE
NAIC #: 11760

INSURER C: SCOTTSDALE INSURANCE
NAIC #: 03262

INSURER D: BRIDGEFIELD EMPLOYERS INS.
NAIC #: 12158

INSURER E: TRAVELERS CASUALTY AND SURETY
NAIC #: 31184

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERATOR INSTALLATION, SERVICE, AND REPAIRS

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nora LaFauerie

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD.
CREDENTIALS

MONROE COUNTY FLEET GENERATOR BIDS

1. Customer References: Company Name, Phone Number, and Email Address
   1. Miami Dade College 786-367-3603 mmiranda@emdc.edu
   2. City of Miromar 954-548-0370 jatrawley@ci.miromar.fl.us
   3. City of Miami Beach 786-459-0384 alfredoperezjr@miamibeachfl.gov
   4. City of Boca Raton 561-416-3391 wanderson@ci.boca-raton.fl.us
   5. Burger King 305-322-6008 Grace.veiderin@collier.com

2. Number of Service Technicians __12__

3. Service Technicians' Home Base, City and State

   Name __Juan R. Garcia__
   Home Base: City __Miami__, State __FL__.

   Name __Carlo Garcia__
   Home Base: City __Miami__, State __FL__.

   Name __Onofre Trejo__
   Home Base: City __Hollywood__, State __FL__.

   Name __Nancy Tovar__
   Home Base: City __Miami__, State __FL__.

4. Attach copies of: Applicable Degrees, Certifications, Licenses, Training, and Experience

May 2019 Competitive Solicitation for Emergency Generator Inspection and Repairs
Be it known that:

Juan R. Garcia

successfully completed the requirements for

Contract Generator
Maintenance
And Safety

on

September 8, 1991

Ray Coulter
Distributor Training Manager

Robert Magill
Service & Training Development Manager
Onan Corporation
Generator Service Training Certificate

This is to certify that

Michelle Felliciana

has completed a programmed course of instruction on servicing KOHLER INDUSTRIAL GENERATORS and CONTROLS

Awarded this 2nd day of August, Two Thousand

KOHLER POWER SYSTEMS

Todd Carpenter
Senior Service Training Specialist
STATE OF FLORIDA
FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CERTIFICATE OF TRAINING

This is to certify that

CARLOS ANTONIO GARCIA

has successfully completed a 5-hour (4-CEU, Course ID No. 00202) course of instruction in

SAFE PROPANE DISPENSING UNIT OPERATIONS


Lisa M. Bassett, Bureau Chief
Bureau of LP Gas Inspection

Delphine Payne, Reg. Program Administrator
Bureau of LP Gas Inspection
STATE OF FLORIDA
BUREAU OF LIQUEFIED PETROLEUM GAS INSPECTIONS

CERTIFICATE OF TRAINING

This is to certify that

CARLO ANTONIO GARCA

has successfully completed a 14-hour (10-CEU) course of instruction in

PIPELINE SAFETY SEMINAR

Presented August 08-09, 2007, by the Florida Department of Agriculture and Consumer Service, Bureau of Liquefied Petroleum-Gas Inspections.

[Signature]

Joseph Greenaway, Records Specialist
Bureau of LP Gas Inspections

[Signature]

Vicki O'Neil, Bureau Chief
Bureau of LP Gas Inspections
STATE OF FLORIDA
BUREAU OF LIQUEFIED PETROLEUM GAS INSPECTION

CERTIFICATE OF TRAINING

CARLO GARCIA

This is to certify that

has successfully completed a 4-hour (4 CEU) course of instruction in
SAFE PROPANE DISPENSING UNIT OPERATIONS

Presented September 28, 2010, by the Florida Department of Agriculture and Consumer Services,
Bureau of Liquefied Petroleum Gas Inspection.

Lisa M. Bassett, Bureau Chief
Bureau of L.P. Gas Inspection

Delphine G. Payne, Records Specialist
Bureau of L.P. Gas Inspection
Commissioning & Service Authorization

March 18, 2004

All Power Generators Corp.

Attn: Michelle Feliciano

This is to confirm the following All Power Generators Corp. personnel have field experience with Thomson Technology Transfer Switches and are authorized to perform Commissioning & Service procedures.

- ARNALDO IGLESHIA
- RICARDO GARCIA
- CARLO GARCIA
- JUAN R GARCIA

Regards
Thomson Technology

Norm Schmidt
Director of Engineering Services
Certificate of Achievement

Awarded to

Juan R Garcia

For Successfully Completing the Course of

800 Series Transfer Switches & ACS 200 Control Systems

Presented by

Thomson Technology

March 21, 2005

Instructor: Glenn Brayson
GAS TRAINING SERVICES

This certifies that

Carl A. Garcia

has attended training in

LP 1803

February 11-12, 2004

Stephon C. Nolan Jr.
North Dakota Diesel Allision

Conducted by

Through SEP 25, 1992

92 SERIES OVERHAUL

Has successfully completed a 92 series overhaul.

GENERAL TRADING

of

Juan R. Garcia

This is to certify that
POWER SYSTEMS
CONTRIVED
INDUSTRIAL GENERATORS

Carlos Garcia

This is to certify that
Carlos Garcia has completed a prescribed course of instruction and training.

(Todd Carpenter)
Senior Services Training Specialist
This certifies that

Jose Onofre Trejo

All Power Generator

has completed DSE approved training on

DSE Module Configuration & Operation
DSE Communications
DSE Synchronizing & Load Share
Modules

Edson Martendal
Technical Support Engineer
11 April 2019
This certifies that

Silvio Siciliano

All Power Generator

has completed DSE approved training on

DSE Module Configuration & Operation
DSE Communications
DSE Synchronizing & Load Share

Modules

Edson Martendal
Technical Support Engineer
11 April 2019
This certifies that
Dunier Rivera
All-Power Generator
has completed DSE approved training on
DSE Module Configuration & Operation
DSE Communications
DSE Synchronizing & Load Share
Modules

Edson Martenda
Technical Support Engineer
11 April 2019
Facility is subject to conditions listed below and in the following pages (if any) of this permit:

By sanitary sewer:
- Peel operator generating wastewater oil, coolant, and used batteries, with soiled wash tank, some with steam cleaning effluent, served
- Stormwater discharge
- The pollution control facility at the above location which consists of the following:
  - Over 50 percent of the above, the above named facility is hereby authorized to operate
  - This document issued under the provisions of Chapter 24, Miami-Dade County Environmental Protection

**DESCRIPTION OF FACILITY/EQUIPMENT**

**INDUSTRIAL WASTE 5**

**MEDLEY, FL 33178**
941 NW 117 WAY

**ALCOHOL, WASTE, CORP.**

Contact Name/Address:

**MEDLEY, FL 33178**
941 NW 117 WAY

**ALCOHOL, WASTE, CORP.**

Facility Location:

Permit Issued To:

Permit No.

Official Document

Miami-Dade

Environmental Resources Management

Regulatory and Economic Resources

02630

201912206290188
This becomes a tax receipt when validated. This is only a tax. You must meet all.

MONROE COUNTY BUSINESS TAX RECEIPT
2018 / 2019

EXPRESSES SEPTEMBER 30, 2019

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Business Name: AL Power Generators Corp

Business Location: NO CITY

Business Phone: 305-888-0999

Business Type: Mobile Service Repair or Generators

Mailing Address: Juan R Garcia

Medley, FL 33178
941 NW 17TH WAY

Receipt #: 29240-91758

D. Henriquez, CF, Tax Collector
D. Box 1129, Key West, FL 33041
09/24/2018 25.00

Paid 000-17-000029341 09/24/2018 25.00
2018 - 2019

 statutory law and regulations.

When validated, this receipt becomes a Tax Receipt.

This receipt must be posted conspicuously in your place of business.

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Number of Machines: 12

Professionals: 12

Employees: 3

Rooms: 3

Business Type: Contractor/Consultant

Business Opened: 9/13/2018

State/County/City: Broward County/County

Business Address: 115 S Andrews Ave, Ft Lauderdale, FL 33301-1936 - 954-335-2018

Business Phone: 305-888-0059

Owner Name: Santos A.

DBA: 18-29317

Receipt #: 18-29317

Valid October 1, 2018 through September 30, 2019

Broward County Local Business Tax Receipt
State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
Bureau of Compliance
(850) 921-1600
Tallahassee, Florida

Certificate No: 18651
Exam Date: November 4, 2015
Issue Date: November 4, 2018
Expiration Date: November 3, 2021
Exam: M5

Master Qualifier Certificate

This Certificate is issued under authority of Section 527.02, Florida Statutes, to:
CARLOS ANTONIO GARCIA

37144
ALL POWER GENERATORS, CORP
9841 NW 117TH WAY
MEDLEY, FL 33178-1015

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE
State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
Bureau of Liquefied Petroleum Gas Inspection
(850) 921-1600
Tallahassee, Florida

Liquefied Petroleum Gas License

LP GAS INSTALLER

GOOD FOR ONE LOCATION ONLY
ANY CHANGE OF OWNERSHIP OR SALE OF THIS BUSINESS RENDERS THIS LICENSE INVALID

This license is issued under authority of Section 527.02, Florida Statutes, to:

ALL POWER GENERATORS, CORP
9841 NW 117TH WAY
MEDLEY, FL 33178-1015

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE
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**Key Sheet**

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**CLASS: U02ZZZZZZZ - SKID MOUNTED GENERATOR**

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Distinct Count of Active Equipment: 28

Total of 64 Active Generators