

CONTRACT FOR GENERATOR MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **GENERATOR SOURCE, LLC**, located at 625 Baseline Rd., Brighton, CO, 80603, hereinafter referred to as the “Vendor” on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County received bids for generator maintenance and repair services, on December 5, 2024 at 10:00 AM EST. Said services are more fully described in the County’s Invitation to Bid (“ITB”), attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s request for quote/bid/proposal and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Response Price Sheet is attached hereto as Exhibit “B” and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” COUNTY’S ITB, NC24-017R-ITB, AND ASSOCIATED ADDENDA

Exhibit “B” VENDOR’S RESPONSE AND PRICE SHEET.

SECTION 3. Description of Goods and/or Services to be Provided.

3.1 The Vendor shall provide the goods and/or services further described in the *County’s ITB and the Vendor’s Response and Price Sheet*, a copy of which is attached hereto and incorporated herein as Exhibits “A” and “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for goods and/or services issued by the County. The Vendor shall provide the goods and/or services as contained in the *County’s ITB and the Vendor’s Response and Price Sheet* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 For the initial term of the Contract, the County shall pay the Vendor in an amount not to exceed Two-Hundred Ninety-Eight Thousand, Two-Hundred Ninety Dollars and 00/100 (\$298,290.00) for the goods and/or services referenced in Exhibit(s) “A” and “B.” For each renewal thereafter, the County shall pay the Vendor in an amount not to exceed Ninety-Nine Thousand Four Hundred and thirty Dollars (\$99, 430.00) No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County **cannot** be made. The County shall pay the Vendor within forty-

five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Goods and/or Services.

5.1 Receipt of goods and/or services shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the goods and/or services meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the goods and/or services on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate three (3) years from execution of this contract. The term of this Contract may be extended in one (1) year increments, for up to two (2) additional years, with no changes in terms or conditions, upon mutual written agreement between the Vendor and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 8 hereinbelow.

6.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Firm Prices.

7.1 Prices for goods and/or services covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 8. Funding.

8.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 9. Expenses.

9.1 The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 10. Taxes, Liens, Licenses and Permits.

10.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this

exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

10.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

10.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 11. Governing Law, Venue and Compliance with Laws.

11.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

11.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 12. Change Orders.

12. 1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 13. Modifications.

13.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 14. Assignment and Subcontracting.

14.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

14.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred as a result thereof. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

14.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of

one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 15. Severability.

15.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 16. Termination for Default.

16.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

16.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Termination for Convenience.

17.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those goods and/or services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue

to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 18. Force Majeure.

18.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

18.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor

shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to goods and/or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the goods and/or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 19. Access and Audits of Records.

19.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods and/or services for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 20. Public Emergencies.

20.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and/or services. The County expects to pay a fair and reasonable price for all goods and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 16 and 17 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall provide the goods and/or services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to provide goods and/or services for others; ((b) the Vendor has the right to provide the goods and/or services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the goods and/or services required by this Contract pursuant to Section 14 hereinabove.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney’s fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor’s performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to

the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Vendor is providing the goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise

provided by law.

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

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

27.2 A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

27.8 In reference to any public records requested under this Contract, the Vendor shall identify and mark specifically any information which the Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

27.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of

notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

27.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Vendor's designation of material as exempt from public disclosure.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Scrutinized Companies and Public Entity Crimes.

29.1 The Vendor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Vendor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein.

Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musslewhite Rd.

Callahan, Florida, 32011

Vendor: Generator Source, LLC
Attn: Scott Williamson
857 Eastport Rd.
Jacksonville, Florida, 32218

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract on behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods and/or services provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on

that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 40. Human Trafficking Affidavit.

40.1 In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Exhibit B- Vendor Response and Price Sheet



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation Title: Generator Maintenance and Repair Services	Issue Date: October 23, 2024
Solicitation Number: NC24-017R-ITB	Project/Contract Duration: Three (3) years after Contract Execution with option to renew for two (2) additional years
Requesting Department: Facilities Maintenance Department	Procurement Contact: Thomas O'Brien
Contact Address: 96135 Nassau Place, Suite 2 Yulee, Florida 32097	Contact Information: procurement@nassaucountyfl.com
Pre-Bid Date/Time: N/A	Deadline for Questions: November 8, 2024 @ 4:00 PM ET
Bid Due Date and Opening Date/Time: December 5, 2024 @ 10:00 AM ET	
Location of Bid Opening: Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this Bid. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Respondent: Scott Williamson		
Business Address: 857 Eastport Rd Jacksonville FL 32218		
Phone Number: 904-889-3992	Email: scottw@generatorsouce.com	FL License Number: 27-0294589
Authorized Signature: 		Date: 12/04/2024
Printed Name of Signer: Scott Williamson		Title: Sales Manager

General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any Bid submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

APPENDIX "B" PRICE SHEET

Vendor shall provide Generator Maintenance and Repair Services in accordance with Appendix "A", Scope of Services at the price(s) below.

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
ITEM NO.	LOCATION	SERIAL NO.	A MINOR PER OCCURANCE	B QTY PER YR	C (A * B) MINOR ANNUAL COST	D MAJOR PER OCCURANCE	E QTY PER YR	F (D * E) MAJOR ANNUAL COST	G 2-HR LOAD TEST PER OCCURANCE	H QTY PER YR	I (G * H) 2-HR LOAD TEST ANNUAL COST	J (C + E + I) TOTAL
1	Sheriff Office's Administration Building 77151 Citizens Circle Yulee, FL 32097	K0407 12528	\$ 200	3	\$ 600	\$ 1600	1	\$ 1600	\$ 1630	1	\$ 1630	\$ 3830
2	Detention Center - Jail 76212 Nicholas Catinha Road Yulee, FL 32097	16548	\$ 200	3	\$ 600	\$ 1175	1	\$ 1175	\$ 1105	1	\$ 1105	\$ 2880
3	Detention Center 76212 Nicholas Catinha Road Yulee, FL 32097	E1803 61163	\$200	3	\$ 600	\$ 2900	1	\$ 2900	\$ 2740	1	\$ 2740	\$ 6240
4	Emergency Operations Center 77150 Citizen's Circle Yulee, FL 32097	21024 25	\$ 200	3	\$ 600	\$ 980	1	\$ 980	\$ 765	1	\$ 765	\$ 2345
5	911 Call Center 44150 Citizens Circle Yulee, FL 32097	37654	\$ 200	3	\$ 600	\$ 960	1	\$ 960	\$ 765	1	\$ 765	\$ 2325
6	Multit-Use Facility Auditorium 543350 US Highway 1 Callahan, FL 32011	K9800 27567 2	\$ 200	3	\$ 600	\$ 880	1	\$ 880	N/A			\$ 1480
7	Justice Center - Courthouse 76347 Veteran's Way Yulee, FL 32097	BO304 7216	\$ 200	3	\$ 600	\$1175	1	\$ 1175	\$ 1100	1	\$ 1100	\$ 2875

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
			A	B	C (A * B)	D	E	F (D * E)	G	H	I (G * H)	J (C + E + I)
ITEM NO.	LOCATION	SERIAL NO.	MINOR PER OCCURANCE	QTY PER YR	MINOR ANNUAL COST	MAJOR PER OCCURANCE	QTY PER YR	MAJOR ANNUAL COST	2-HR LOAD TEST PER OCCURANCE	QTY PER YR	2-HR LOAD TEST ANNUAL COST	TOTAL
8	Justice Center-Records Building 76449 Veteran's Way Yulee, FL 32097	OLYM 00000 TNP 01969	\$ 200	3	\$ 600	\$ 625	1	\$ 625	\$ 615	1	\$ 615	\$ 1840
9	Historic Courthouse 416 Centre Street Fernandina Beach, FL 32034	708	\$ 200	3	\$ 600	\$ 1225	1	\$ 1225	\$ 1170	1	\$ 1170	\$ 2995
10	James S. Page Governmental Complex 96135 Nassau Place Yulee, FL 32097	21045 19	\$ 160	3	\$ 480	\$ 940	1	\$ 940	\$ 780	1	\$ 780	\$ 2200
11	James S. Page Governmental Complex 96135 Nassau Place Yulee, FL 32097	40390	\$ 160	3	\$ 480	\$ 700	1	\$ 700	\$ 620	1	\$ 620	\$ 1800
12	Hilliard Health Clinic 37203 Pecan Street Hilliard, FL 32046	F9305 12181	\$ 160	3	\$ 480	\$ 600	1	\$ 600	\$ 585	1	\$ 585	\$ 1665
13	Hilliard Community Center 37177 Pecan Street Hilliard, FL 32046	20888 12	\$ 160	3	\$ 480	\$ 560	1	\$ 560	N/A			\$ 1040
14	Facilities Maintenance Office 45195 Musslewhite Road Callahan, FL 32011	20881 87	\$ 160	3	\$ 480	\$ 570	1	\$ 570	N/A			\$ 1050
15	Public Works Administrative Building 45195 Musslewhite Road	34468	\$ 200	3	\$ 600	\$ 940	1	\$ 940	\$ 800	1	\$ 800	\$ 2340

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
ITEM NO.	LOCATION	SERIAL NO.	A MINOR PER OCCURANCE	B QTY PER YR	C (A * B) MINOR ANNUAL COST	D MAJOR PER OCCURANCE	E QTY PER YR	F (D * E) MAJOR ANNUAL COST	G 2-HR LOAD TEST PER OCCURANCE	H QTY PER YR	I (G * H) 2-HR LOAD TEST ANNUAL COST	J (C + E + I) TOTAL
	Callahan, FL 32011											
16	Landfill Repeater Tower 46351 Landfill Road Callahan, FL 32011	20595 56	\$ 140	3	\$ 420	\$ 340	1	\$ 340	\$ 395	1	\$ 395	\$ 1155
17	James S. Page Complex - Public Services Building 96161 Nassau Place Yulee, FL 32097	6275	\$ 225	3	\$ 675	\$ 1100	1	\$ 1100	\$ 995	1	\$ 995	\$ 2770
18	Hilliard Yard - Garage 37356 Pea Farm Road Hilliard, FL 32046	43041 12	N/A	N/A		\$ 420	1	\$ 420	N/A			\$ 420
19	Hilliard Yard - Sign Shop 37356 Pea Farm Road Hilliard, FL 32046	43204 52				\$ 480	1	\$ 480				\$ 480
20	Hilliard Yard - Breakroom 37356 Pea Farm Road Hilliard, FL 32046	41963 73				\$ 340	1	\$ 340				\$ 340
21	Hilliard Yard - Admin Office 37356 Pea Farm Road Hilliard, FL 32046	20882 94				\$ 480	1	\$ 480				\$ 480
22	Yulee Shop 86200 Gene Lasserre Boulevard Yulee, FL 32097	R2007 49				\$ 1000	1	\$ 1000				\$ 1000
23	Fire Rescue - Station 20 5518 First Coast Highway	00034 536	\$ 225	3	\$ 675	\$ 550	1	\$ 550	N/A			\$ 1225

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
			A	B	C (A * B)	D	E	F (D * E)	G	H	I (G * H)	J (C + E + I)
ITEM NO.	LOCATION	SERIAL NO.	MINOR PER OCCURANCE	QTY PER YR	MINOR ANNUAL COST	MAJOR PER OCCURANCE	QTY PER YR	MAJOR ANNUAL COST	2-HR LOAD TEST PER OCCURANCE	QTY PER YR	2-HR LOAD TEST ANNUAL COST	TOTAL
	Yulee, FL 32097											
24	Fire Rescue - Station 70 96031 Pine Grove Road Fernandina Beach, FL 32034	20909 86	\$ 200	3	\$ 600	\$ 550	1	\$ 550		N/A		\$ 1150
25	Fire Rescue - Station 60 8348 US Highway 301 Bryceville, FL 32009	63360 05		N/A		\$ 550	1	\$ 550		N/A		\$ 550
26	Fire Rescue - Station 30 86026 Pages Dairy Road Yulee, FL 32097	20880 55	\$ 200	3	\$ 600	\$ 550	1	\$ 550		N/A		\$ 1150
27	Fire Rescue - Station 40 37230 Pea Farm Road Hilliard, FL 32046	20768 50	\$ 160	3	\$ 480	\$ 550	1	\$ 550		N/A		\$ 1030
28	Fire Rescue - Station 90 3195 State Road 2 Hilliard, FL 32046	20880 54	\$ 160	3	\$ 480	\$ 550	1	\$ 550		N/A		\$ 1030
29	Animal Services 86078 License Road Yulee, FL 32097	MT227 13	\$ 200	3	\$ 600	\$ 550	1	\$ 550		N/A		\$ 1150
30	Convenience Recycling Center 46026 Landfill Road Callahan, FL 32011	CAT00 C44H GLD0 00124	\$ 160	3	\$ 480	\$ 550	1	\$ 550		N/A		\$ 1030
31	Convenience Recycling Center - Westside Pumping Station 46026 Landfill Road	95090 60191 0	\$ 200	3	\$ 600	\$ 550	1	\$ 550		N/A		\$ 1150

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
ITEM NO.	LOCATION	SERIAL NO.	A MINOR PER OCCURANCE	B QTY PER YR	C (A * B) MINOR ANNUAL COST	D MAJOR PER OCCURANCE	E QTY PER YR	F (D * E) MAJOR ANNUAL COST	G 2-HR LOAD TEST PER OCCURANCE	H QTY PER YR	I (G * H) 2-HR LOAD TEST ANNUAL COST	J (C + E + I) TOTAL
	Callahan, FL 32011											
32	Convenience Recycling Center - Flare System 46026 Landfill Road Callahan, FL 32011	00033 903	\$ 160	3	\$ 480	\$ 675	1	\$ 675		N/A		\$ 1155
33	Convenience Recycling Center - Eastside Pumping Station 46026 Landfill Road Callahan, FL 32011	CAT00 000PG BE011 89	\$ 160	3	\$ 480	\$ 675	1	\$ 675		N/A		\$ 1155
34	Convenience Recycling Center - Leachate Pumping Station 46026 Landfill Road Callahan, FL 32011	37390 2-1-1-0514	\$ 160	3	\$ 480	\$ 450	1	\$ 450		N/A		\$ 930
35	Nassau Amelia Utilities - Water Treatment Plant 5390 First Coast Highway Fernandina Beach, FL 32034	200TH 3788	\$ 250	3	\$ 750	\$ 1100	1	\$ 1100		N/A		\$ 1850
36	Nassau Amelia Utilities - Omni/Plantation 6027 Villa Partial 3 Fernandina Beach, FL 32034	450TH 3319	\$ 250	3	\$ 750	\$ 1690	1	\$ 1690		N/A		\$ 2440

SECTION I												
SCHEDULED PREVENTATIVE MAINTENANCE AND INSPECTION SERVICES												
			A	B	C (A * B)	D	E	F (D * E)	G	H	I (G * H)	J (C + E + I)
ITEM NO.	LOCATION	SERIAL NO.	MINOR PER OCCURANCE	QTY PER YR	MINOR ANNUAL COST	MAJOR PER OCCURANCE	QTY PER YR	MAJOR ANNUAL COST	2-HR LOAD TEST PER OCCURANCE	QTY PER YR	2-HR LOAD TEST ANNUAL COST	TOTAL
37	Nassau Amelia Utilities - Trailer 5390 First Coast Highway Fernandina Beach, FL 32034	AJD140	\$ 200	3	\$ 600	\$ 960	1	\$ 960		N/A		\$ 1560
38	Nassau Amelia Utilities - Waste Water Plant 5390 First Coast Highway Fernandina Beach, FL 32034	1JJ00460	\$ 200	3	\$ 600	\$ 1575	1	\$ 1575		N/A		\$ 2175
39	Nassau Amelia Utilities - Lift Station 16 6 Amelia Village Circle Fernandina Beach, FL 32034	F120358155	\$ 200	3	\$ 600	\$ 700	1	\$ 700		N/A		\$ 1300
40	Nassau Amelia Utilities - Trailer 5390 First Coast Highway Fernandina Beach, FL 32034	A65PE3-M	\$ 200	3	\$ 600	\$ 575	1	\$ 575		N/A		\$ 1175
41	Nassau Amelia Utilities - Trailer 5390 First Coast Highway Fernandina Beach, FL 32034	A65PE3-M	\$ 200	3	\$ 600	\$ 575	1	\$ 575		N/A		\$ 1175
											SECTION I TOTAL	\$ 67930

SECTION II					
REPAIR SERVICES					
ITEM NO.	DIAMETER (DBH)	UOM	A	B	C (A * B)
			ANNUAL ESTIMATED QUANTITY	UNIT PRICE	TOTAL
42	Normal Working Hours Repair Cost	Hours	200	\$ 110	\$ 22000
43	After Hours and Weekends	Hours	50	\$ 130	\$ 6500
44	Holiday Repairs	Hours	20	\$ 150	\$ 3000
				\$	\$
				SECTION II TOTAL	\$ 31500

GRAND TOTAL	
SECTION NO.	SECTION TOTAL
Section I, Column J Scheduled Preventative Maintenance and Inspection Services	\$ 67930
Section II, Column C Repair Services	\$ 31500
ANNUAL TOTAL: (Section I + II)	\$ 99430

Pricing listed above shall include all labor, materials and equipment as described in this solicitation.

All or None Award: This bid requires Bidders to bid on all line items listed in this Price Sheet, Appendix "B". Bidders will be deemed non-responsive if they do not bid on all line items listed in this Price Sheet.

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: Generator Source

Address: 857 Eastport Rd

City, State, Zip code: Jacksonville FL 32218

Phone Number: 904-889-3992 Email:

scottw@generatorsources.com

Authorized Signature: Scott Williamson Printed Name:

Scott Williamson

Title: Sales Manager Date:

12/4/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Brown & Brown Insurance Services, Inc. 1125 17th Street, Suite 1450 Denver CO 80202	CONTACT NAME: Katharine Jilek PHONE (A/C, No, Ext): (303) 980-6265 FAX (A/C, No): (720) 962-5142 E-MAIL ADDRESS: Kate.Jilek@bbbrown.com														
INSURED Generator Source, LLC 625 Baseline Road Brighton CO 80603	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Westfield Insurance Company</td> <td>24112</td> </tr> <tr> <td>INSURER B: American Select Insurance Company</td> <td>19992</td> </tr> <tr> <td>INSURER C: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westfield Insurance Company	24112	INSURER B: American Select Insurance Company	19992	INSURER C: Zurich American Insurance Company	16535	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Westfield Insurance Company	24112														
INSURER B: American Select Insurance Company	19992														
INSURER C: Zurich American Insurance Company	16535														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 24-25 Florida Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CWP164035N	06/04/2024	06/04/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CWP164035N	06/04/2024	06/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CWP4475601	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9327893 03	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Generators Leased/Rented to others			CWP164035N	06/04/2024	06/04/2025	Max per item \$300,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER**CANCELLATION**
 Nassau County Board of County Commissioners
 96135 Nassau Place, Suite 2

Yulee

FL 32097

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

6/21/24, 1:33 PM

My Company Profile | E-Verify

 An official website of the United States government [Here's how you know](#) E-Verify

Menu ☰

My Company Account

My Company Profile

Company Information

Company Name

Generator Source, LLC

Doing Business As (DBA) Name

Company ID

1735680

Enrollment Date

Sep 07, 2021

Employer Identification Number (EIN)

270294589

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

811 Company is contractor

Sector

Other Services (Except Public Administration)

Subsector

Repair and Maintenance

[Edit Company Information](#)

Employer Category

6/21/24, 1:33 PM

My Company Profile | E-Verify

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

625 Baseline Rd
Brighton, CO 80603

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy
and require more information for
existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

FORM E

COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS AFFIDAVITSection 787.06, Florida StatutesContract, contract renewals and contract extensions

Before me the undersigned authority, personally appeared Scott Williamson, whom after being duly sworn, deposes and states:
Affiant

1. My name is Scott Williamson and I am over the age of 18 years of age and I have personal knowledge of the matters set forth herein.
2. I am a corporate officer or other authorized person with Generator Source LLC, a non-governmental entity. I assert and acknowledge that I have legal authorization to contractually bind the non-governmental entity.
3. The non-governmental entity does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Laws Affidavit and that the facts stated in it are true.

Further Affiant Sayeth Naught.

Signature: [Signature]

Firm Name: Generator Source LLC

Title: Sales Manager

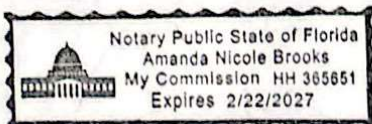
Date: 12/5/24

Acknowledgment

The foregoing Affidavit was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 6th day of Dec, 2024, by Scott Williamson who is personally known to me or who has produced GA DL as identification.

[Notary Seal]

Signature: [Signature]
Amanda Nicole Brooks



FORM A
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

**THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
 AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for
Nassau County Board of Commissioners.
2. This sworn statement is submitted by Generator Source LLC
 (entity submitting sworn statement), whose business address is
857 Eastport Rd Jacksonville FL 32218
 and its Federal Employee Identification
 Number (FEIN) is 270294589. (If the entity has no FEIN, include the Social
 Security Number of the individual signing this sworn statement: _____.)
3. My name is Scott Williamson (please print name of individual signing),
 and my relationship to the entity named above is Sales Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
 means a violation of any state or federal law by a person with respect to and directly related to the
 transaction of business with any public entity or with an agency or political subdivision of any other
 state or with the United States, including, but not limited to, any bid or contract for goods or services,
 any leases for real property, or any contract for the construction or repair of a public building or
 public work, to be provided to any public entity or an agency or political subdivision of any other
 state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
 conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida
 Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an
 adjudication of guilt, in any federal or state trial court of record relating to charges brought by
 indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a
 plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the
 entity and who has been convicted of a public entity crime. The term "affiliate" includes
 those officers, directors, executives, partners, shareholders, employees, members, and
 agents who are active in the management of an affiliate. The ownership by one person of
 shares constituting a controlling interest in another person, or a pooling of equipment or
 income among persons when not to fair market value under an arm's length agreement,
 shall be prima facie case that one person controls another person. A person who knowingly
 enters into a joint venture with a person who has been convicted of a public entity crime in
 Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any
 natural person or entity organized under the laws of any state or of the United States with the legal
 power to enter into binding contract and which bids or applies to bid on contracts let by a public
 entity, or which otherwise transacts or applies to transact business with a public entity. The term
 "person" includes those officers, directors, executives, partners, shareholders, employees,

members, and agents who are active in management of an entity. 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

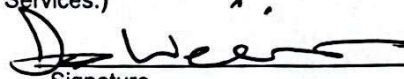
☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent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

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

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

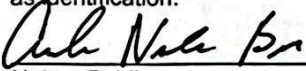
☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

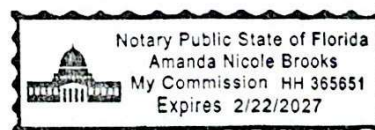
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)


Signature
Date 12/4/24

State of: Florida
County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of Dec, 2024 by Scott Williamson who is ☐ personally known to me or ☒ produced GA DL as identification.


Notary Public
My commission expires: 02/22/2027



FORM C DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that
Generator Source LLC (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

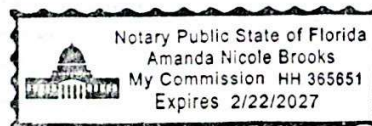
"As a person authorized to sign a statement, I certify that the above named business, firm, or corporation complies fully with the requirements set forth herein."

[Signature]
 Authorized Signature
12/4/24
 Date Signed

State of: Florida
 County of: Duval

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of Dec, 2024 by Scott Williamson who is ☐ personally known to me or ☒ produced GA DL as identification.

[Signature]
 Notary Public
 My commission expires: 02/22/2027



7. REFERENCES:

List at least three references for which you have provided these services (similar scope/size) in the past five years - preferably government agencies.

Reference #1:Company/Agency Name: Gainesville Reg Utilities

Address: _____

Contract Person: John BaconPhone: Email: 352-213-0542Project Description: Gen MaintContract \$ Amount: 47kDate Completed: 2020**Reference #2:**Company/Agency Name: City of Alachua

Address: _____

Contract Person: William Purvis

Phone: Email: _____

Project Description: Gen MaintContract \$ Amount: 27kDate Completed: 2023**Reference #3:**Company/Agency Name: City of Lake City

Address: _____

Contract Person: Debbie GarbettPhone: Email: 386-719-5818Project Description: Gen MaintContract \$ Amount: 48kDate Completed: 2022**8. NOTICE OF PARTIES AND BINDING AUTHORITY**

The following information is required if Respondent is selected for award of a contract with the County.

Notice to Parties

All notices, demands, requests for approvals or other communications shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to:

Contractor Name: Generator Source, LLCAttn: Scott WilliamsonMailing Address: 857 Eastport Road, Jacksonville, FL 32218**Binding Authority**

The person to execute the contract must be an officer of the company. If not an officer of the company, Respondent must provide proof of signing authority. Please provide the name, email address, and phone number of person who will execute the contract, if awarded.

Name of Person to execute contract (if awarded): Scott WilliamsonTitle: Sales ManagerEmail Address: scottw@generatorsources.comPhone Number: 904-889-3992

NC24-017R-ITB

FORM D E-VERIFY AFFIDAVIT

NASSAU COUNTY E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Generator Maintenance and Repair Services

Bid No./Contract No.: NC24-017-ITB

DEFINITIONS:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Attachment "A") attesting that the Contractor does not employ, contract with, or such affidavit for the duration of the contract; and
- d. Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

 An official website of the United States government [Here's how you know](#)



Menu ≡

My Company Account

My Company Profile

Company Information

Company Name

Generator Source, LLC

Company ID

1735680

Employer Identification Number (EIN)

270294589

DUNS Number

NAICS Code

811

Subsector

Repair and Maintenance

Doing Business As (DBA) Name

Enrollment Date

Sep 07, 2021

Unique Entity Identifier (UEI)

Total Number of Employees

20 to 99

Sector

Other Services (Except Public Administration)

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

625 Baseline Rd
Brighton, CO 80603

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy
and require more information for
existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

State of Florida

Department of State

I certify from the records of this office that GENERATOR SOURCE LLC is a Colorado limited liability company authorized to transact business in the State of Florida, qualified on May 26, 2021.


The document number of this limited liability company is M21000006439.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 8, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of January, 2024*




Secretary of State

Tracking Number: 4555457338CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>