

CS-19-015

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM 2746

CONTRACTOR INFORMATION

Name: Ring Power Corporation

Address: P.O. box 935004 Atlanta GA 31193-5004
City State Zip

Contractor's Administrator Name: John Kilgore Title: Truck Parts & Sales Agent

Tel#: 904-237-9400 Cell: Email: Johnkilgore@ringpower.com

Contract Name: Service Agreement for Caterpillar CT 660 Roll-Off Contract Value: \$2200

Brief Description: Service Maintenance Agreement (4)four oil changes along with all filters, 21-point inspection.

Contract Dates : From: 10/1/2019 to: 10/1/2020 Status: ☒ New ☐ Renew ☐ Amend# ☐ WA/Task Order




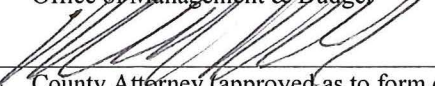
How Procured: ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☐ Coop. ☐ Other ☒ X

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract:


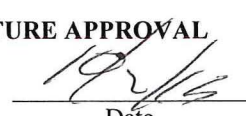
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		8-30-19	Solid Waste
	Department Head Signature	Date	Submitting Department
2.		9/26/19	01357534-546000 ✓
	Contract Management	Date	Funding Source/Acct #
3.		9/30/19	
	Office of Management & Budget	Date	
4.		9/2/19	
	County Attorney (approved as to form only)	Date	

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 Michael S. Mullin  Date

RCVD OMB
19 SEP 6 PM 4:11

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: <u>Ring Power</u>	Department: <u>Solid Waste</u>
Address: <u>P.O. Box 935004</u>	Department Head Signature: _____
<u>Atlanta, GA. 31193-5004</u>	
Phone: <u>904-669-7210</u>	Date: <u>8/22/19</u>
Contact Name: <u>John Kilgore</u>	
Account: _____	Cost: <u>\$2200</u>

Description of Commodity:

\$2200.00 to perform (4) four oil changes and provide all necessary filter, 21-point inspection of truck and SOS oil samplings. This cost is cheaper than what the County can perform this service for. Ring Power is offering a loyal customer discount.

Check one (1) of the following two (2) choices:

- ☐ Sole Source: The goods or services can be legally purchased from only one source.
- ☒ Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- ☐ Purchase can only be obtained from original manufacturer-not available through distributors.
- ☐ Only authorized area distributor of the original manufacturer.
- ☐ Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- ☐ This is the only known source that will meet the specialized needs of this department or perform the intended function.
- ☒ This source must be used to meet warranty or service maintenance requirements.
- ☐ This source is required for standardization.
- ☐ None of the above apply.

Comments/Explanations: (required)

This cost is cheaper than what the County can perform this service for. Ring Power is offering a loyal customer discount. Term is October 1, 2019 – October 1, 2020.

Approval: _____

County Manager

Date 8-22-19

RING POWER CT 660 Maintenance Plan

Customer Name:	Nassau County Solid Waste	Customer Contact:	Lin Diden
Account Number:	032036	Phone Number:	904-879-6321
Address:	46026 Landfill Rd	Mobile Number:	
City / State / Zip:	Callahan, Fl 32011	Fax Number:	904-879-6323

Equipment Information

Make:	Caterpillar	Location:	46026 Landfill Rd
Model:	CT 660 Roll Off	Current Hours/Miles:	
Serial Number:	TEP01460	Date	8/22/19
Vin Number:	3HTJGTKTXGN119591	Start of Agreement:	October 2019
		Enrollment Type (check one):	New Old

A. Terms of Agreement: Maximum of 4 oil changes as describe below in the 12 Months or 60,000 miles whichever occurs first

B. Maintenance Cost to Customer **\$2200.00** from October 1, 2019 until October 1, 2020

C. Dealer's Obligations:

Dealer hereby agrees to perform the following services on the equipment under this Agreement.

1. Contact customer to inform them a PM is due, based on truck hours/miles either reported by customer or by indicated Product Link monitoring.
2. Furnish Cat Parts needed to complete Engine Oil Service, Fuel Filters, Grease Chassis, Check Fluid Levels, 21 Point Inspection of Truck.
3. Complete SOS Oil Samplings
4. Provide personal consultation on abnormal oil sample reports.

D. Customer's Obligations:

1. Maintain working hour meter.
2. Inform dealer of truck hours/miles on a weekly basis, if Product Link monitoring is not available.
3. Grease truck between PM's & check oil levels daily. Top off as necessary with fluids meeting OEM specifications.
4. Call Ring Power to schedule PM and bring the truck to the nearest Ring Power truck shop.
5. Trucks should be serviced every 6 months, 15,000 miles, or 400 hours, whichever happens first.

F. Disclaimer:

This agreement covers Planned Maintenance during normal working hours (Mon. - Fri. 8:00 am to 4:30 pm). PM's Performed after hours, Legal Holidays, Saturdays or Sundays, or out of territory will be charged an additional rate. This agreement is for the specified services only, and does not extend to additional service or repairs that may be necessary, Ring Power can not be held liable for any truck failures or failure to recognize or interpret pending failures.

G. Excuse from Performance

Customer hereby agrees that Dealer shall have no obligations to repair or otherwise maintain any unit of the equipment if such repair or maintenance is prevented or substantially hindered by fire, floods, explosions, strikes or other labor disputes, war or civil insurrections, accidents, acts of God, government regulations, delays in transportation, or due to any cause which is beyond Dealer's control.

H. Default

1. The occurrence of any one or more of the following events shall constitute default by Customer under this Agreement. (a) Failure of Customer to perform any obligation of Customer set forth in this Agreement, which failure shall not have been cured in full within 10 days after Dealer gives written notice thereof to Customer by Certified Mail. (b) Customer knowingly or willfully tampers with an engine hour meter or speedometer on the equipment without Dealer's prior consent in an attempt to mislead Dealer as to the actual number of hours/miles run. (c) Customer's making or permitting any unauthorized use, assignment, or transfer of a unit of the equipment. (d) The institution by or against Customer of any proceedings under any bankruptcy re-organization, or other insolvency laws. (e) The cessation by Customer of its normal business operations.
2. The occurrence of any one or more of the following events shall constitute default by Dealer under this Agreement. (a) Failure of Dealer to perform any obligation of Dealer set forth in this Agreement, which failure shall not have been cured in full within 10 days after Customer gives written notice thereof to Dealer by Certified Mail. (b) The institution by or against Dealer of any proceedings under any bankruptcy, re-organization, or other insolvency laws. (c) The cessation by Dealer of its normal business operations.

I. MISCELLANEOUS

1. Either party upon 30-day prior notice may terminate this Agreement.

Executed by the fully authorized representative of ,

On this 2nd day of October, 2019.

Name (Signed): [Signature]

Name (Print): Michael Molin

Title: County Manager

Accepted By (Salesman): _____ on behalf of Ring Power Corporation

Agreement Number _____

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.