

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College



ST. JOHNS RIVER
S T A T E C O L L E G E

Invitation to Bid

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services

Bids Due: March 11, 2022 @ 2:00 PM EST

St. Johns River State College

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1.0 General Terms and Conditions

2.0 Contract Term

3.0 Schedule

4.0 Proposal Instructions

5.0 Specifications

6.0 ITB Forms

1.0 INTRODUCTION

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns, and Clay counties. SJR State is soliciting sealed bids for the purpose of providing **Generator Maintenance Services**.

1.2. SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.3. Interpretation of the wording of, and responses to, questions concerning this ITB shall be the responsibility of the College and will be communicated via the Purchasing department. Questions and requests for clarifications should be directed in writing to Alma Johnson via email at almajohnson@sjrstate.edu and will be accepted until the deadline listed in paragraph 4.0 of this ITB. Replies will be issued by return email to the originator and included as addenda to this document.

1.4. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor 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, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission, the bidder certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1. All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a response constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The basis for award, if awarded, is to the lowest or best bid which meets the conditions and specifications. The College is not necessarily bound to accept the lowest bid if it is not in the best interests of the College.

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2.2. ITB DATE AND TIME: All Bids must be delivered to the SJR State Purchasing Department, Palatka Campus Business Office, before 2:00pm on March 11, 2022. All bids must be in a **SEALED** package. Indicate your company name and the ITB number on the outside of your **SEALED** bid envelope to assist the College in identifying your bid. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Bidder in responding to this ITB. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract. Bid packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

ADDRESS FOR BIDS

Bids may be mailed, or hand delivered to:

St. Johns River State College
c/o Purchasing Department
Office of Business Affairs, Building "A"
5001 St. Johns Ave
Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a Public Bid opening as noted in Paragraph 4.0. Sealed bids, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, or final replies, whichever is earlier. By submitting a response to this solicitation, the bidder acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to www.sjrstate.edu/purchasingdept.html

2.5. IDENTICAL OR TIED BIDS: The decision for the award of tied bids shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service-Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie bid, and award to a certified Service Disabled Veterans owned businesses when all other things are equal.

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Alma Johnson, Purchasing Specialist, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Alma Johnson at 386-312-4167. Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written

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protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. APPLICABLE LAW: The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations. This ITB, and the contract to be executed in connection with the award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.

2.9. ASSIGNMENT: If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State.

2.10. BOND: A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

2.11. CONFLICT OF INTEREST: Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. **All Bidders must disclose** the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

2.12. PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

2.13. E-VERIFY: In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

2.14. PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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2.14.1. Keep and maintain public records required by COLLEGE to perform the service.

2.14.2. Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

2.14.3. 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 COLLEGE.

2.14.4. Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE 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 COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

2.14.5. 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 AT:

Susan Sutliff (SusanSutliff@SJRSTATE.EDU), (386)312-4166
5001 ST. JOHNS AVE
PALATKA, FL 32177

2.14.6. THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

2.15. RESPONSE MATERIALS: Any material submitted in response to this ITB becomes the property of the College upon delivery to the Office of the Purchasing Department and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful bidder. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material

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which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a bid, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.17. WITHDRAWAL OF BID: Bid may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.18. COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this ITB/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions, and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the ITB/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No other state agency receives any liability by virtue of this ITB/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

2.19. INSURANCE: The awarded Contractor shall furnish a current Certificate of Insurance to the College's Director of Purchasing & Auxiliary Services prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30-day written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

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Policy:	Workers Compensation	
Coverage:	WC Statutory Limits	
Policy:	Automobile Liability	
Coverage:	\$1,000,000 Combined Single Limit Each Accident	
Policy:	Comprehensive General Liability Insurance:	
Coverage:	\$1,000,000	Each Occurrence
	\$ 100,000	Fire Damage (Any One Fire)
	\$ 5,000	Medical Payments (Any One Person)
	\$1,000,000	Personal and Adv Injury
	\$2,000,000	General Aggregate
	\$2,000,000	Products – Comp/OP Aggregate

2.20. CONTACT: All prospective bidders are hereby instructed not to contact any member of the District Board of Trustees or St. Johns River State College staff member, other than the contact person indicated in Paragraph 1.4. of this ITB, prior to contract award. Any such contact shall be cause for disqualification. Exceptions are during any pre-bid meeting and if oral presentations are required.

3.0 CONTRACT TERM

3.1. If awarded, the successful bidder will enter into a contract with the College based on the ITB specifications and their bid for a period of twelve (12) months. SJR State has the option and reserves the right to extend the contract beyond the initial twelve (12) month period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term.

4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this ITB and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this ITB. The information can be found at: www.sjrstate.edu/purchasingdept.html. Also, if you intend to submit a bid, please keep in touch with Alma Johnson by email at almajohnson@sjrstate.edu. Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College.

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Issue ITB_____	February 11, 2022
Written questions due No Later Than (NLT) 2:00pm_____	March 4, 2022
*submit via email almajohnson@sjrstate.edu	
Bids Due NLT 2:00pm, Palatka Campus, Business Office_____	March 11, 2022
Public Opening of Bids, Palatka Campus, Valhalla Hall, 2:30pm_____	March 11, 2022
Issue Intent to Award_____	March 11, 2022
Issue Bid Award - Assumes no protests_____	March 23, 2022

4.2. There will be **NO** Pre-Bid meeting however it is recommended that vendors should schedule and perform a site visit to assess generator locations and accessibility. Those visits can be scheduled with Mike Canaday Director of Facilities by contact 386-312-4091 or 386-338-4364 or Glen Roberts Assistant Director of Facilities by contact 386-312-4098.

4.2.1 AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Bid Meeting, Tour of Grounds, etc., contact the purchasing Department via email at almajohnson@sjrstate.edu or phone at 386-312-4060.

4.3. PUBLIC BID OPENING: The College will conduct a public bid opening at 2:30pm on March 11, 2022. The meeting will be held on the Palatka Campus in Valhalla Hall, Room A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

5.0 SPECIFICATIONS/SCOPE OF WORK

5.1. ERRORS AND OMISSIONS: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Director in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their bid and for satisfying the requirements set forth in the bid specifications.

5.2. EQUIPMENT/MATERIALS/LABOR: IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

5.3. Section Definitions: For the purpose of this technical specifications document, when the terms highlighted in this section (5.2 *Definitions*) are encountered elsewhere in the document, the definitions below shall be assumed. The contractor shall request clarification of any term he considers unclear or ambiguous.

5.3.0 **Furnish:** create, purchase, or otherwise legally acquire a new item – or, with owner’s permission, a refurbished item – and deliver it to the appropriate location in good working order and appearance.

5.2.1 **Provide:** furnish all parts and install or, in the case of services, perform, using technicians trained to accomplish such tasks. It is expected that all warranties on newly furnished and existing generators shall remain intact following the provision of any item.

5.3.2 **Verify:** assure a generator or a generator component’s proper operation, full functionality, and/or working condition including the provision of all maintenance tasks, repairs, or replacement as necessary.

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5.3.4 **Justify:** furnish for owner's consideration and, where appropriate, approval written documentation describing an action, assessment, decision, etc.

5.4. General Requirements:

5.4.0 All personnel, equipment and associated parts, fuel, chemicals, and any other items or activities necessary to guarantee the timely completion of all given tasks shall be provided by the contractor and included in the quoted cost of the contract.

5.4.1 All work shall be performed during regular college business hours except by prior arrangement with the SJR State Director of Facilities. Regular business hours for all campuses are Monday through Friday from 8 a.m. to 5 p.m. during the fall, winter, and spring sessions, and Monday through Thursday from 7:30 a.m. to 5:30 p.m. during summer A and B sessions. (Session schedules are available on the College web page at <http://www.sjrstate.edu>.)

5.4.2 Off-session access to generators during normal business hours *may* be permitted at the owner's discretion. All such work must be coordinated in advance with the SJR State Director of Facilities.

5.4.4 No consideration is given in this contract for after hours or holiday scale.

5.4.5 Significant interruptions of generator service shall be conducted only when the college is closed and shall require prior approval of a SJR State Facilities representative. The college is closed for two weeks during the winter holiday, for one week during the spring holiday, and for shorter periods at other times including extended weekends during summer terms.

5.4.6 Contractor shall check in with the Facilities Office or, if unable to do so, with the Security Office upon arrival to and departure from the campus where any service or duties are to be performed. Either office may assign Contractor keys for access to HVAC equipment for the performance of duties. All keys signed out by Contractor must be returned and signed back in to the issuing office prior to Contractor departing campus. **UNDER NO CIRCUMSTANCES, INCLUDING SHORT TRIPS OFF CAMPUS, SHALL ASSIGNED SJRSTATE KEYS LEAVE CAMPUS GROUNDS.**

5.4.7 The contractor may, at no further cost to the owner, perform services as he deems necessary in addition to those specifically identified below to maintain generators in good working order.

5.4.8 Safety requirements mandate that certain tasks be performed with generators de-energized. Standard lock-out/tag-out procedures shall be adhered to during any and all maintenance work inside of units.

5.4.9 The contractor shall furnish the Facilities Department at each campus with MSDS documentation for all products and chemicals used in the performance of the contract.

5.4.10 Contractors shall comply with 1013.49 F.S., Toxic substances in construction, repair, or maintenance of educational facilities, and shall submit written notification to the Director of Facilities as indicated in the statute.

5.4.11 It is the responsibility of the contractor to coordinate service of generators that may be under warranty with the Director of Facilities and to perform any work in such a way as to preserve existing warranties. Warranted generators are identified in Appendix 1 – Generator List.

5.5 Service Categories

5.5.0 The responsibilities for maintenance of generators have been broken into four (4) general categories. These categories are:

1. Initial Inspection and Reporting.
2. Periodic Preventative Maintenance.

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3. Annual Maintenance.

4. Additional Services.

5.5.1 Initial Inspection and Reporting:

5.5.1.0 At the outset of the contract, an initial inspection and reporting period shall commence during which it is the contractor's responsibility to:

- A. Assess the existing condition of all generators specified in *Appendix 1 – Generator List* (attached);
- B. Document the addition or deletion of generators relative to those listed in *Appendix 1 – Generator List*.
- C. Perform preventative maintenance on all generators and create a repair proposal for any additional work needed in order to bring those generators into good working order;
- D. Justify findings from the initial inspection.

5.5.1.1 The intent of the inspection is to document a baseline condition for reference over the duration of the contract.

5.5.1.2 The initial inspection shall occur as part of the first periodic maintenance cycle.

5.5.1.3 Initial inspection written report shall be submitted to the Facilities department no later than 30 days from the time the initial inspection was performed.

5.5.2 Periodic Preventative Maintenance:

5.5.2.0 All generators shall undergo the full-service regimen described below as part of every periodic maintenance cycle.

5.5.2.1 Periodic inspection, maintenance, and repair as below shall occur regularly, four (4) times a year, during the months of March, June, September, and December.

5.5.2.2 In general, the service contractor shall be responsible for the proper operation of each generator and all associated components within the generator housing as well as any other attached components necessary to the proper functioning of the generator that may be located outside of the unit housing.

5.5.2.3 The contractor is expected to perform exactly those tasks applicable to each unit. For example, verifying the performance of a dual-fuel change-over device is required only for dual-fuel generators. The contractor shall provide all labor, parts, tools, materials, etc. necessary to the performance the tasks.

5.5.2.4 Work shall be performed in a manner that maintains the integrity of any existing generator warranties. Warranted generators are identified in *Appendix 1 – Generator List*. The contractor shall turn over to the owner any and all warranty documentation pertaining to newly installed replacement generator or parts.

5.5.2.5 The college reserves the right to request information or instruction concerning the operation of its generators and/or the tests and procedures used by the contractor to perform their maintenance tasks.

5.5.2.6 For all generators covered by this contract, the following periodic maintenance tasks shall be performed:

A. General Condition

- i. Verify the general condition and function of each unit.

B. Site

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- i. Visually inspect the site around the generator and the generator itself for leaks, defects, and hazardous conditions.

C. Oil

- i. Verify engine oil level and quality. Replenished oil if level is low. Replace dirty or discolored oil.

D. Coolant

- i. Verify coolant system integrity
- ii. Verify engine coolant level and composition. Add coolant and/or adjust the antifreeze percentage as needed.
- iii. Pressure test coolant system.

E. Battery

- i. Verify battery voltage under static and load conditions.
- ii. Verify cable connections.
- iii. Clean terminals and cables as needed.
- iv. Verify operation of float or trickle charger.

F. Exhaust System

- i. Visually inspect exhaust system for leak, defects, and deterioration.
- ii. Drain condensation trap where applicable.

G. Belts

- i. Verify belt condition and tension. Adjust belt tension or replace belt as needed.
- ii. For replacement belts, identify belts that are cracked, or deteriorated, and submit a proposal to replace these items at additional cost to the College.

H. Hoses and Clamps

- i. Verify integrity of all hoses and clamps.
- ii. Tightened clamps as needed.
- iii. Identify hoses that are cracked or deteriorated, and submit a proposal to replace these items at additional cost to the College.

I. Air Cleaners

- i. Verify function of air cleaners.
- ii. Identify cleaners that in need of replacement and submit a proposal to replace these items at additional cost to the College.

J. Block Heater

- i. Verify operation of the block heater

K. Ignition System

- i. Verify operation of spark plugs, points, condenser, rotor, and cap and submit a proposal to replace these items at additional cost to the College.
- ii. Verify the function of brushes, commutators, and slip rings as needed and submit a proposal to replace these items at additional cost to the College.

L. Turbocharger

- i. Verify freedom of rotation.
- ii. Inspect for leaks or carbon build-up.

M. Fuel

- i. Verify integrity of fuel tanks, lines, and fittings.
- ii. Verify proper operation of all components and accessories associated with the

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fuel system including fuel change-over equipment where applicable.

iii. Check for liquid or gas leaks where applicable

iv. Report fuel levels to the College.

v. Liquid Propane Units:

- Verify gas pressure or percent of full

vi. Natural Gas Units

- Verify gas pressure

vii. Diesel Units:

- Determine fuel level in tanks.
- Report evidence of water contamination to the SJR State Director of Facilities.
- Treat and stabilize fuel as needed.

N. Engine

i. Visually verify the overall condition of the engine.

ii. Locate all leaks, loose fasteners, and loose attachments.

iii. Start and run the unit using each fuel source separately for dual-fuel systems.

iv. Identify and resolve all unusual vibrations.

v. Record all information provided by the associated instruments and gages including, but not limited to, pressures, temperatures, and charge rate conditions.

O. Electrical Performance

i. Record operating voltage and frequency.

ii. Record amperage if unit is tested under load conditions.

P. Safeties

i. Verify operation of engine and generator safety shutdown devices.

Q. Transfer Switches

i. Verify operation of transfers switches under load conditions.

R. Automatic Clock

i. Coordinate start and stop times and dates with the Director of Facilities.

ii. Verify operation of the automatic exerciser clock.

S. Programming

i. Update the operating software to the latest stable program version recommended for each unit.

T. Reporting

i. Provide the SJR State Facilities Director with an organized written report detailing the results of all inspections, tests, and repairs. The report for each unit shall include, at minimum, a brief assessment of the condition and operability of the unit, the results of all tests, gage readings and other quantifiable performance indices (e.g., output electrical data), a list of replaced parts, and a summary of issues noted in the performance of the unit or its condition.

ii. A follow-up report noting any recommendations or additional require shall be mailed to the SJR State Facilities Department.

5.5.3 Annual Maintenance:

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5.5.3.0 All generators covered by this contract shall be provided additional service as part of every annual maintenance cycle. The contractor's responsibility for each item includes inspection, assessment, adjustment, and repair or replacement as needed to maintain all generators in good working order. Justify deficiencies and the steps taken to correct them.

5.5.3.1 The annual maintenance visit shall coincide with the December periodic maintenance visit.

5.5.3.2 Annual responsibilities shall be performed *in addition* to the periodic maintenance tasks normally occurring in December.

5.5.3.3 Off session access to generators during normal business hours *may* be permitted at the owner's discretion. All such work must be coordinated in advance with the SJR State Facilities Director.

5.5.3.4 Significant interruptions of generator service shall be conducted only when the college is closed, and shall require prior approval of the SJR State Facilities Director.

5.5.3.5 For all generators covered by this contract, the following annual maintenance tasks shall be performed:

A. Complete all periodic maintenance tasks identified in *Section 5.5.2.6*.

B. Oil

- i. Replace oil.
- ii. Replace oil filter.

C. Fuel System

- i. Replace fuel filter.
- ii. Clean strainers.
- iii. Re-prime fuel system

D. Ignition System

- i. Replace spark plugs, points, and condensers as needed
- ii. Clean and re-gap all spark plugs not replaced.

E. Air Filters

- i. Clean and service dry type and/or oil bath air filters.
- ii. Determine condition of element and recommend and submit a proposal to replace these items at additional cost to the College.

F. Coolant

- i. Adjust coolant Ethylene glycol level to protect against freezing to 0°F.

G. Block Heaters

- i. Replace block heaters, and or auxiliary block heaters.

H. After completion of annual maintenance tasks, each unit shall be load tested, for a two-hour minimum period, at the generator's maximum design output rating. Provide a written report of each load test results, to include % of load, oil pressure, oil temp, coolant temp, phase to phase voltage, phase to neutral voltage, voltage frequency, fuel pressure, phase amps, battery voltage, and hour meter reading. Written report shall be provided to a representative of SJR State Facilities Department following the completion of the load bank test.

5.5.4 Alternate 1: Additional Services (Hourly Call-out Rates)

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

5.5.4.0 Using *Attachment 1: PRICING PROPOSAL FORM ADDITIONAL GENERATOR MAINTENANCE SERVICES*, the contractor shall provide a single pricing proposal for additional generator maintenance services requested by the College. Such requests include:

5.5.0.1 pricing proposals for specific tasks cited in the service category descriptions, *Sections 5.5.2: Periodic Preventative Maintenance* and *5.5.3: Annual Maintenance* above; and,

5.5.0.2 additional tasks not listed in the service category descriptions above such as emergency repairs, performance testing, troubleshooting not included under the normal service agreement, etc.

5.5.4.1 The pricing proposal shall provide unit pricing for labor time, material charges, trip charges, and mileage rates for services to be performed at SJR State's request. In addition, the contractor shall provide an origination address for mileage computations. For any single call-out request, the College will reimburse the contractor for legitimate mileage up to 60 miles from point of origin (120 miles round-trip total).

5.5.4.2 Authorization to perform call-out work shall be in the form of a numbered and signed purchase order to the contractor. The contractor shall provide the services at hourly labor rates, material mark-up percentage, trip charge, and mileage rate stated by the contractor on the *Attachment 1: PRICING PROPOSAL FORM ADDITIONAL GENERATOR MAINTENANCE SERVICES*. SJR State shall be furnished with invoices for all time and materials and SJR State reserves the right to verify labor and material mark-up pricing on the invoices prior to payment.

5.5.4.3 The contractor shall provide timely, round-the-clock, 365 days-a-year availability for emergency service of the generators covered under this contract.

5.5.4.4 The contractor's response time for any emergency call out shall be no greater than four (4) hours from the initial request for service within which time the contractor shall provide sufficient manpower to discover, contain, and correct any deficiencies relating to the covered generator. All materials, parts, and tools necessary for diagnosis, containment and restoration of a generator to proper working order shall be furnished by the contractor.

St. Johns River State College

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Attachment 1: Generator Lists

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

St. Johns River State College – 2022 Generator List Orange Park Campus

Generator														Motor				Notes
Service	Location	Make	Model	Serial	Year	Volts	Amps	Phase	Hertz	PF	KVA	KW	RPM	Make	Model	Disp.	Fuel	
Gen 1	Maintenance	Generac	2470890100	2067918	2002	277/480	75.1	3	60	0.8	62.5	50	1800	-	-	-	Diesel	A
Gen 2	Maintenance	Generac	7740740100	2092456	2007	277/480	451	3	60	0.8	375	300	1800	Generac	0A5399	-	Diesel	
Thrasher	Thrasher-Horne	Olympian	D90P1	OLY00000TNP500888	2002	277/480	135.9	3	60	-	113	90.4	1800	-	-	-	Diesel	
Admin/D/L/T	Maintenance	Kohler	100RE0ZF	SGM32GV34	2017	277/480	150	3	60	0.8	125	100	1800	Deere	4045HF285	-	Diesel	B,C

Notes:

A Abandoned generator. Not In Contract.

B Serves IT Room in Admin; emergency lighting in A/D/L/T.

C Associated battery charger located in M-0100. [Kohler Mod D-292863; IN:120/240V, 2.7/1.4A; OUT:13V, 10A, 50-200 AH]

Switch Gear									
Service	Location	Make	Model	Serial	Generator	Volts	Max. Amp	Max. Volt	Notes
Transfer 1	M100	Generac	2480890200	80541	Gen 1	277/480	100	480	1
Transfer 2 - Pumps	M100	Asco Series 300	E00300030400N10F	375800-002RE	Gen 2	480	400	-	2
Chillers	E001	Asco Series 300	E00300030400N10F	329119-008RE	Gen 2	480	400	-	3
Building H	H1145	Asco Series 300	E00300030260N1XF	387530RE	Gen 2	480	260	-	4
Thrasher	P1052	Asco Series 300	D3003150N1C	204967-2RE	Thrasher	480	150	-	5
Admin	A0042	Kohler	MPAC 1200	"-	Admin	480	-	480	6

Notes:

1 Emergency lighting throughout campus and IT UPS in Admin.

2 Chilled water system pumps.

3 Main chillers.

4 Emergency lighting in Health Sciences Building.

5 Emergency lighting in Thrasher-Horne.

6 Admin IT Room and emergency lighting.

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

St. Johns River State College – 2022 Generator List

Palatka Campus

Generator														Motor				Notes
Service	Location	Make	Model	Serial	Year	Volts	Amps	Phase	Hertz	PF	KVA	KW	RPM	Make	Model	Disp.	Fuel	
Admin	SW of Admin	Generac	1551530100	2E+06	2001	120/208	173.4	3	60	0.8	62.5	50	2300	Generac	A9048	4.3	Nat. Gas	
FloArts	N of FloArts	Generac	1763990050	2E+06	2001	120/208	173.4	3	60	0.8	62.5	50	1800	Generac	-	-	Nat. Gas	
Gym	S of Gym	Generac	2470790100	2E+06	2002	120/208	173.4	3	60	0.8	62.5	50	1800	Generac	-	-	Nat. Gas	
LRC	S of LRC	Generac	20A03121-S	2E+06	2000	120/208	121.4	3	60	0.8	43.7	35	1800	Generac	A9048	4.3	Nat. Gas	
Science	S of Maint.	Generac	2047830100	2E+06	2001	120/208	173.4	3	60	0.8	62.5	50	1800	Generac	-	-	Nat. Gas	
Viking	E of Viking	Generac	98A03040-S	2E+06	1998	120/208	208.1	3	60	0.8	75	60	1800	Generac	A4350	7.4	Nat. Gas	

Notes:

Switch Gear									Notes
Service	Location	Make	Model	Serial	Generator	Volts	Max. Amp	Max. Volt	
Admin	A-019B	Generac	1551530200	76464	Admin	120/208	100	600	
B-bldg	B-036	Generac	3662990100	84689	Admin	120/208	100	480	
FloArts	F-054	Generac	1763990200	78338	FloArts	120/208	100	600	
Gym	G-046	Generac	2470790200	80455	Gym	120/208	100	480	
LRC	L-124A	Generac	20A-03121-W	27905	LRC	120/208	150	600	
Maint.	M-001	Generac	98A03040-W	45033	Science	120/208	300	250	
Science	S-100	Generac	2047830200	79167	Science	120/208	100	480	
Viking	V-130	Generac	7897690100	92982	Viking	120/208	200	480	

Notes:

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

**St. Johns River State College – 2022 Generator List
St. Augustine Campus**

Generator														Motor				Notes
Service	Location	Make	Model	Serial	Year	Volts	Amps	Phase	Hertz	PF	KVA	KW	RPM	Make	Model	Disp.	Fuel	
Maint. East	E. OF Maint.	Onsite Energy	361CS-----	7118 03/11	-	277/480	-	3	60	0.8	-	60					Dual	1,2
Maint. West	W. of Maint.	Katolight	D105FRJ4	LM650807 94461-0104	-	277/480	158	3	60	-	131	105	1800		6068T	-	Deisel	3

Notes:

- 1 Dual Fuel System is fed by a Teco Gas natural gas line and a buried 1,000 LPG tank.

Switch Gear									
Service	Location	Make	Model	Serial	Generator	Volts	Max. Amp	Max. Volt	Notes
H-Bldg	H0119	Emerson/ASCO	728643	891102-001RE	Maint. East	480	104		1
LRC	L0122	Emerson/ASCO	747855	663203RE	Maint. East	480	104		2
Maintenance	M104	Genesys/Magnatek	2TSH10ECS-7	232141X	Maint. West	277/480	100		3

Notes:

- 1 IT room in Health Sciences Building.
- 2 IT room in LRC.
- 3 Campus-wide emergency lighting. Viking Café.

St. Johns River State College

Bid No: ITB-SJR-06-2022

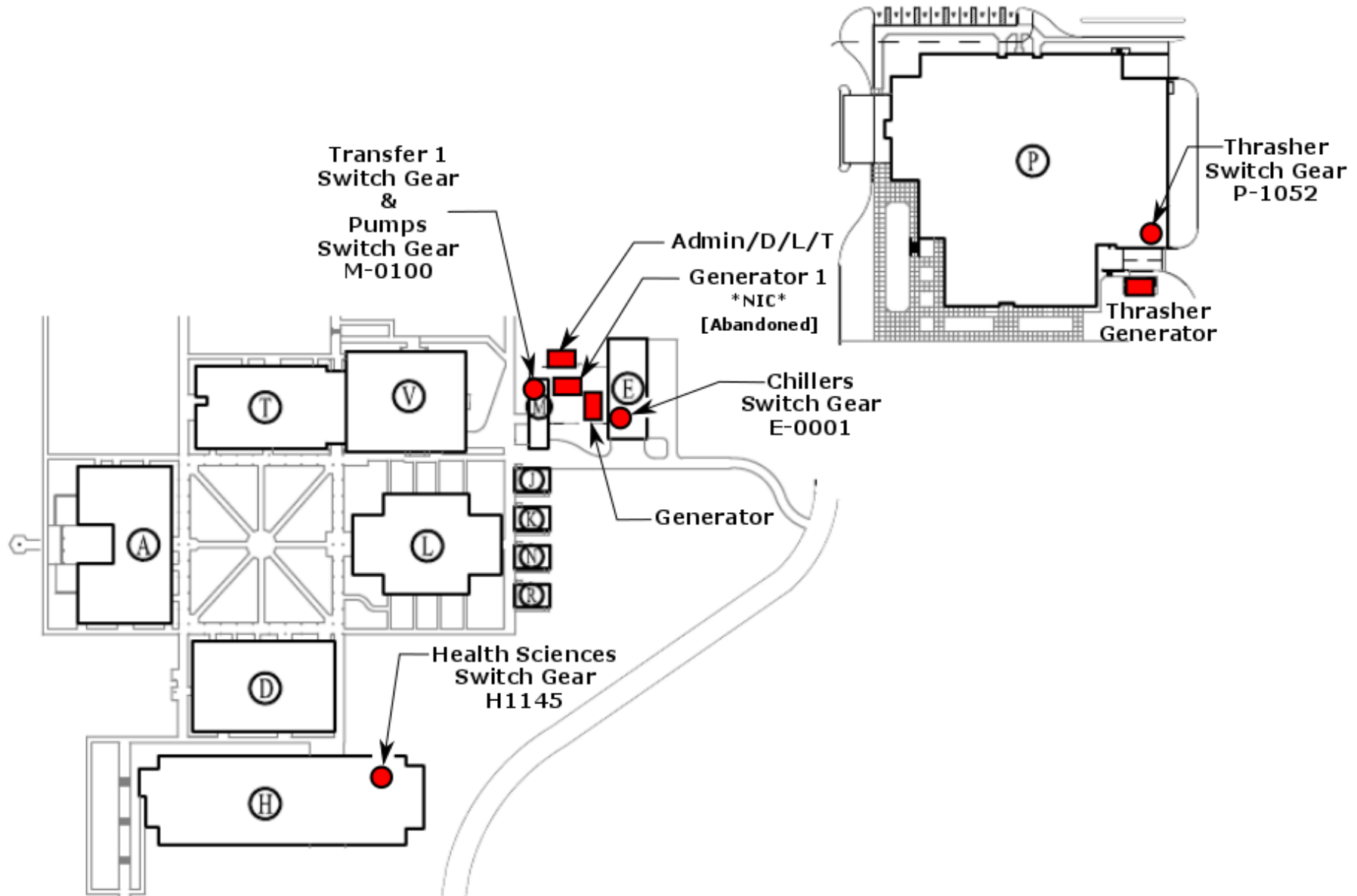
Bid Name: Generator Maintenance Services for St. Johns River State College

Attachment 2: Campus Maps

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

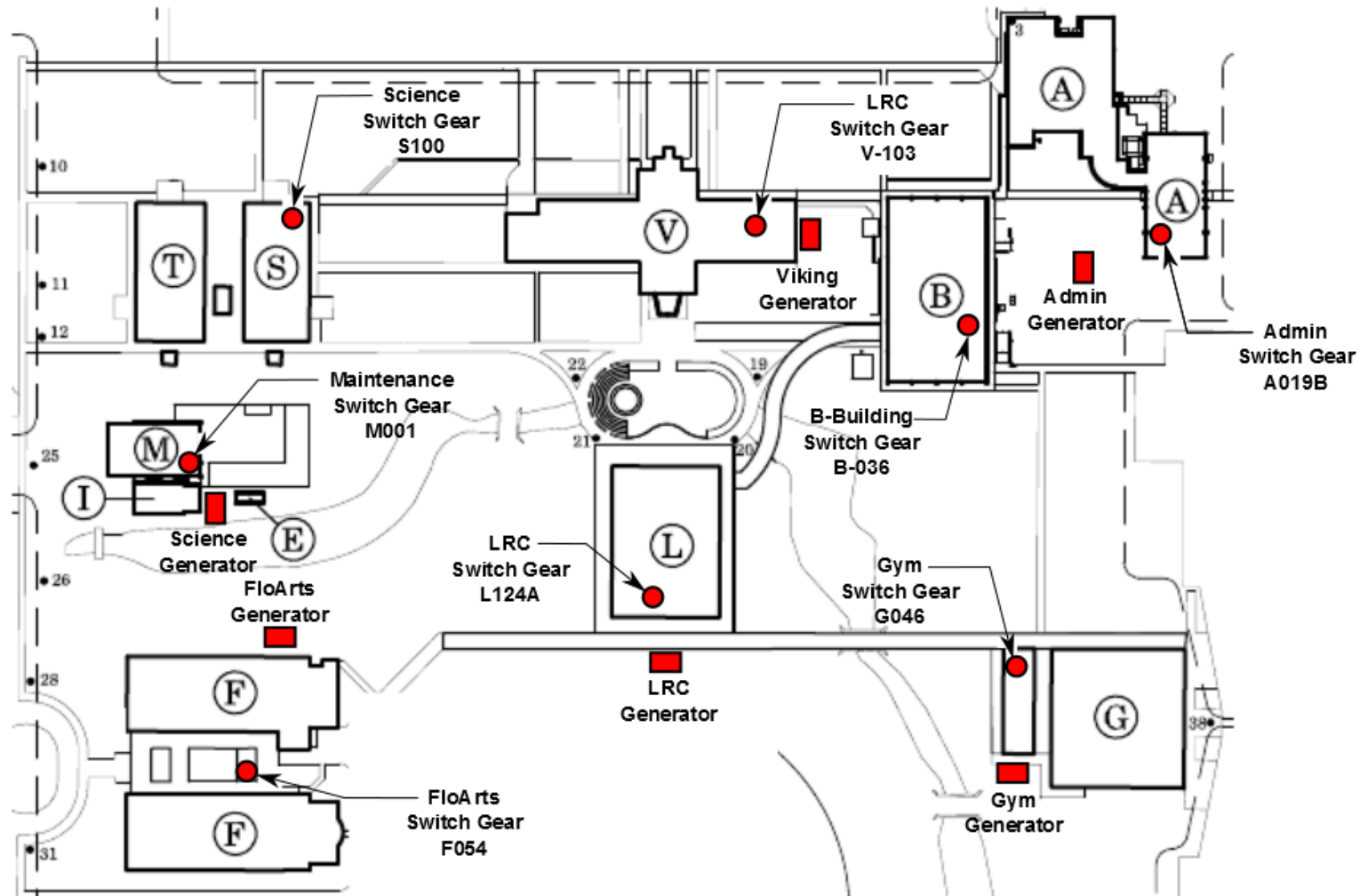


**St. Johns River State College
Orange Park Campus - Generator and Switch Gear Locations**

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

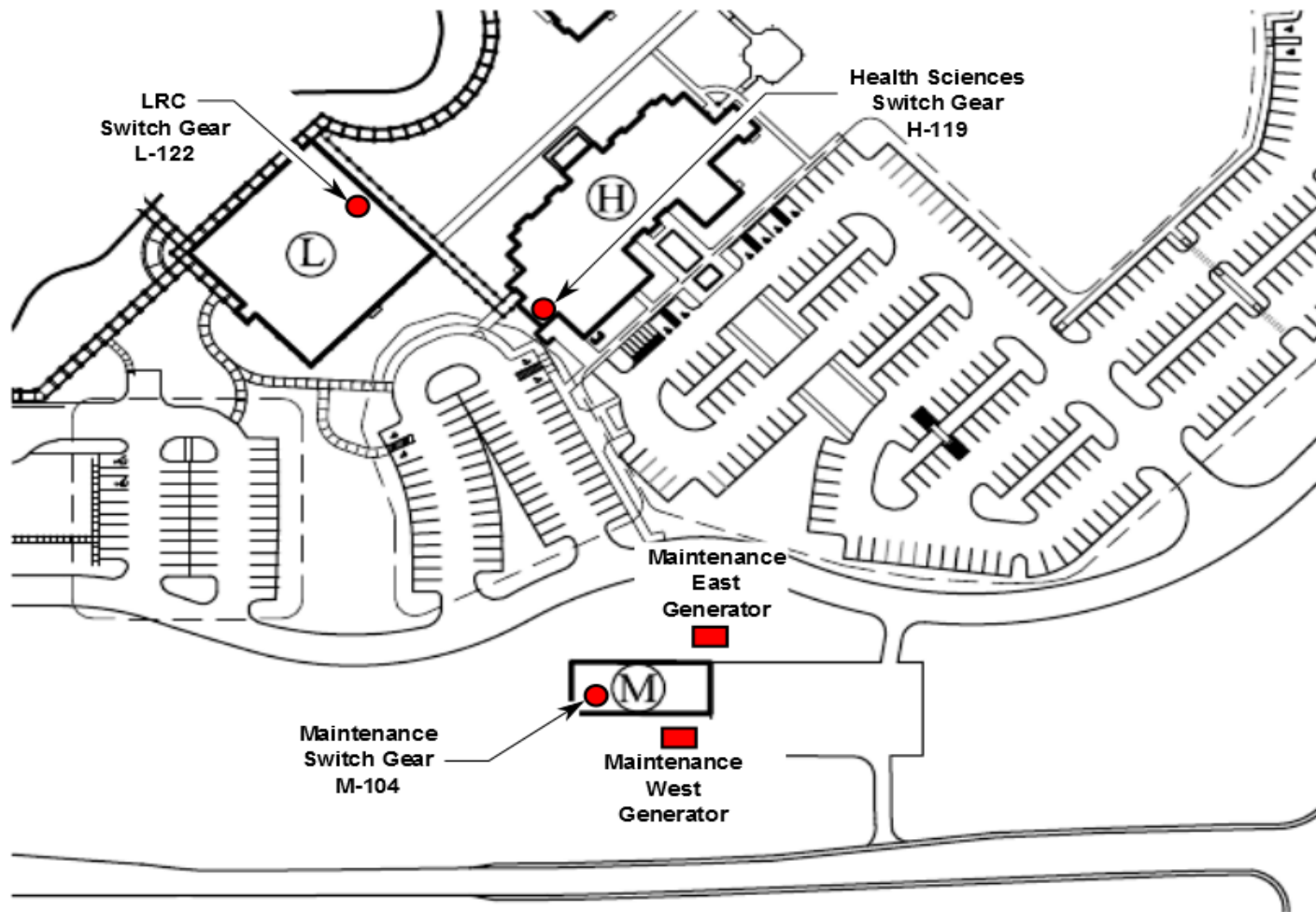


**St. Johns River State College
Palatka Campus - Generator and Switch Gear Locations**

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College



**St. Johns River State College
St. Augustine Campus - Generator and Switch Gear Locations**

6.0 REQUIRED FORMS

6.1. BID CHECKLIST: This form is provided for the convenience of the bidder. Not required to be submitted.

6.2. BID COVER SHEET: Bidder must complete all information requested on the BID COVER SHEET provided in Section 7.0 Forms. The Bid Cover Sheet is to be the first page of the bidder's response.

6.3. COMPREHENSIVE BID/PLAN: Ensure you give the College enough information to adequately evaluate your complete bid.

6.4. VENDOR BUSINESS PROFILE

6.5. IRS W-9

6.6. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

6.7. PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit a bid 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 of real property to a public entity, may not be awarded 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, as per State of Florida Statute 287.133 (2) (a). The bidder must acknowledge compliance with this statute and its intent.

6.8. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

6.9. INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend, and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents, and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest, or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other

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professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels, incurred or suffered by the College. Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITB and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITB or the Contract executed in connection with this ITB; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITB. This indemnification shall survive termination of the ITB and the contract executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

6.10. REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the bidder not provided as part of the bid. Please provide a minimum of three references and a maximum of five.

6.11. LEGAL ISSUES:

The Bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material
- B. Adverse effect on the ability of the bidder or any of its employees to perform their obligations as stated in their response.
- C. The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial

condition of the Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

6.12. COPY OF LICENSE TO DO BUSINESS IN THE STATE OF FLORIDA.

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6.13. ADDITIONAL INFORMATION, if needed. In addition to the required information, the Bidder may include any additional information which may be helpful to the College in analyzing the Bidder's ability to provide the desired service, as noted in this ITB.

Bid Forms to Follow

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.1. BID CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A BID AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/BID ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (BIDDER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required; one (1) original hard copy, five (5) duplicate copies of each of the following:

- _____ Bid Cover Sheet
- _____ Proposed Plan
- _____ Vendor Business Profile
- _____ IRS Form W-9
- _____ Non-Discrimination in Employment Form
- _____ Public Entity Crimes Form
- _____ Drug-Free Work Place Certification
- _____ Hold Harmless and Indemnification Agreement
- _____ References
- _____ Legal Issues
- _____ Copy of License to do business in the State of Florida
- _____ *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- _____ *Additional Information – if applicable

St. Johns River State College

Bid No: ITB-SJR-06-2022

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6.2. BID COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has not divulged to, discussed, or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your bid being deemed as Non Responsive.

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Print): _____

BY: SIGNATURE (Sign): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.3. Bid Pricing Form – ATTACHMENT A

**PRICING PROPOSAL FORM
GENERATOR MAINTENANCE SERVICES**

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for work as described in **Specification 5.0 - 5.5.4**. The cost below should reflect the cost at which for a single annual term period of the contract, bidder agrees to perform work associated with the maintenance of generators as per the following three categories:: (1) Initial inspection and Reporting **Specification 5.5.1** (2) Periodic Preventative Maintenance **Specification 5.5.2** (3) Annual Maintenance **Specification 5.5.3**.

Contractor Name: _____

Authorizing Signature: _____

Annual Cost	
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St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

ATTACHMENT A-1

**PRICING PROPOSAL FORM
ADDITIONAL GENERATOR MAINTENANCE SERVICES**

The contractor shall complete the form below identifying the rates at which, for a single annual term period of the contract, the SJR State may be billed for work beyond the scope of the Generator Maintenance Contract as described in **Specification 5.5.4: Additional Services (Hourly Call-out Rates)**. Work shall be performed in these extraordinary circumstances at SJR State's discretion and only with SJR State's prior consent. These rates shall apply exclusively to such work and not to normal generator maintenance work included in the contract scope whether or not the contractor was called on site to fulfill expected contract responsibilities.

Please provide an hourly rate for regular time, overtime, and holiday time, a mark-up percentage for materials, a flat rate trip charge, and a uniform mileage rate.

Contractor Name: _____

Authorizing Signature: _____

Hourly Call-Out Rates

Regular Time		\$/Hr
Standard Overtime		\$/Hr
Holiday Time		\$/Hr

Materials Mark-Up Percentage

Material Mark-Up Over Cost		%
----------------------------	--	---

Travel Rates

Trip Charge		\$
Mileage		\$/Hr
Originating Address for Mileage Related Computations		

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:				
1. Describe the type of business or service provided:				
2. Is the vendor a 1099 recipient?				
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)				
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?				
If yes to #4, submit the State of Florida MBE/WBE Certification Number				
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)				
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches				
6. List the officers of the corporation, partners or principal members of the firm and their titles		Name/Title		
		Name/Title		
		Name/Title		
		Name/Title		
It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.				
Name of Person Completing Form:			Date:	

Bid Name: Generator Maintenance Services for St. Johns River State College

IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The W-9 form is requested to be completed and returned with your bid submittal:

W-9 Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 5px 0;">► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
<div style="display: flex; justify-content: space-between;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Print or type. See Specific Instructions on page 3.</div> <div style="flex-grow: 1;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">2 Business name/disregarded entity name, if different from above</div> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="flex-grow: 1;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</div> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____ </div> <div style="width: 50%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> </div> </div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</div> <div style="margin-top: 10px;">Exempt payee code (if any) _____</div> <div style="margin-top: 10px;">Exemption from FATCA reporting code (if any) _____</div> <div style="font-size: x-small; margin-top: 5px;">(Applies to accounts maintained outside the U.S.)</div> </div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">5 Address (number, street, and apt. or suite no.) See instructions.</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">6 City, state, and ZIP code</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">7 List account number(s) here (optional)</div> </div> <div style="width: 35%;"> <div style="border-bottom: 1px solid black; height: 40px;">Requester's name and address (optional)</div> </div> </div> </div>		
<div style="background-color: #f2f2f2; border: 1px solid black; padding: 5px;"> Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requestor</i> for guidelines on whose number to enter.</small> </div> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 5px;"> <div style="flex-grow: 1;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="width: 15%;">Social security number</div> <div style="width: 15%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="width: 15%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> </div> <div style="text-align: center; margin: 5px 0;">or</div> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="flex-grow: 1;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="width: 15%;">Employer identification number</div> <div style="width: 15%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="width: 15%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> </div>		
<div style="background-color: #f2f2f2; border: 1px solid black; padding: 5px;"> Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</small> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Signature of U.S. person ►</div> </div> <div style="width: 30%;"></div> <div style="width: 30%;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date ►</div> </div> </div>		
<div style="background-color: #f2f2f2; border: 1px solid black; padding: 5px;"> General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i> </div>		

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.6. NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 non-discrimination 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, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Bidder/Company Signatory's Name & Title

By: _____ Date: _____
Signature

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.7. Public Entity Crimes

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

1. This sworn statement is submitted with Bid. This sworn statement is submitted to SJR STATE College.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

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 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who 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.

_____ Neither the entity submitting this sworn statement, nor any 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 Hearing. 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: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.8. DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

- 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a Drug-Free Work Place, 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 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6.) Make a good faith effort to continue to maintain a drug-free work place 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

Title

Printed Name

Date

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.9. Hold Harmless and Indemnification Agreement

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

1. This agreement is submitted with Bid, and is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

St. Johns River State College

Bid No: ITB-SJR-06-2022

Bid Name: Generator Maintenance Services for St. Johns River State College

6.10. References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

6.11. Legal Issues

The bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the bidder or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default, or violation may reasonably be expected to have a material adverse effect on the financial condition of the bidder.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date