

**PART IV**  
**STANDARD FORMS**  
**(FORMS A. THROUGH L. IS YOUR BID SUBMITTAL)**

**A. DECLARATION STATEMENT**  
**ITB #2020-001**



**ORIGINAL**

Full Name of Bidder: **L.J. Power, Inc.**

**12707 Nutty Brown Rd. Building F**  
 Main Business Address: **Austin, Tx. 78737**

Telephone No.: **737-703-5000** Fax No. **737-703-5100**

Email Address: **L.Davis** @ **LJPower.net**

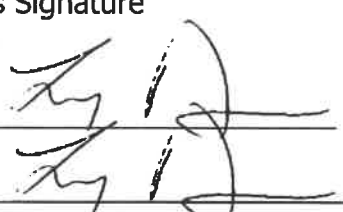

State License# **F18000002258** Type **Corporation**

To: City Manager, City of Marco Island, Florida  
 (hereinafter called the Owner)

The undersigned, as Bidder hereby declares that he has examined the Scope of Services, and informed himself fully in regard to all conditions pertaining to the work to be done. The Bidder further declares that the only persons, company or parties interested in this Bid or the ITB to be entered into as principals are named herein; that the Bid is made without connection with any other person, company or companies making a Bid; and it is in all respects fair and in good faith, without collusion or fraud.

The services to be furnished by us shall be performed in accordance with the requirements of the Invitation to Bid #2020-001 as issued by The City of Marco Island on April 13, 2020.

Further, the Bidder acknowledges receipt of Addenda as follows:

Addendum Number	Date Issued	Consultant's Signature (Full Name)
<b>1</b>	<b>4/30/2020</b>	<b>Larry Davis</b> 
<b>2</b>	<b>5/11/2020</b>	<b>Larry Davis</b> 

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this **13th** day **May**, 202**0** in the City of **Austin**, in the State of **Tx**.

**L.J. Power, Inc.**

Firm's **Complete Legal** Name

Check one of the following:

- ☐ Sole Proprietorship  
☒ Corporation or P.A.  
☐ Limited Partnership  
☐ General Partnership

Phone No. **737-703-5000**

Fax No. **737-703-5100**

Email **L.Davis@LJPower.net**

**12707 Nutty Brown Rd. Building F**

Address

**Austin, Tx. 78737**

City, State, Zip

BY: **Larry Davis**

Typed and Written Signature



**President**

Title

**B. BID SCHEDULE SUMMARY**  
**ITB #2020-001**

Item	Unit price	Quantity	Total
Trailer mounted standby diesel generator <b>**Make &amp; Model:</b> <b>Aksa Power Generation AT80T4</b>	<b>\$ 44,000.00</b>	60	<b>\$ 2,640,000.00</b>
<b>Grand total:</b>			<b>\$2,640,000.00</b>

Portable trailer mounted generator make, model, and options included (add additional pages if needed):

**Aksa Power Generation APD-AT80T4**

**All Options in Specification are included.**

**Options (Not Standard): Upsized Generator End, Digital Fuel sender on controller**

**readout, 10 Amp Battery Charger.**

**\*\*BIDDER SHALL SUBMIT MANUFACTURER'S SPECIFICATIONS AND INFORMATION FOR EXACT MAKE AND MODEL OF PORTABLE GENERATORS PROPOSED IN BID WITH BID SUBMITTAL INCLUDING ALL OPTIONS TO BE SUPPLIED CLEARLY INDICATED.**

Written Amount (GRAND TOTAL BID PRICE): **Two Million, six hundred forty thousand**  
**dollars and zero cents.**

Authorized Signature: \_\_\_\_\_

Date 5 / 13 / 2020

Typed Name and Title: **Larry Davis / President**

Company Name: **L.J. Power, Inc.**

**Note: We are headquartered in Austin, Tx, however, we have (5) Florida locations and service centers including a facility and technicians in Cape Coral, FL.**

**C. E-VERIFY  
ITB #2020-001**

The City of Marco Island will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 2274A(e) of the Immigration and Nationality Act ("INA")). The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Agency.

You may also sign-up for free webinars on E-Verify which are offered by the U.S. Department of Homeland Security. To see the schedule of webinars and register, click on the following link, which will take you to the US Department of Homeland Security's website: [E-Verify Webinars](#)

The Website for E-Verify is: <http://www.uscis.gov/e-verify>

(Contractor/ Architect/Engineer's Signature)

**5/13/20**

Date

**Larry Davis / President**

Name and Title of Authorized Signee

**L.J. Power, Inc.**

Name of Corporation, Partnership, Trust, Etc.

**D. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION  
ITB #2020-001**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:


(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

  
\_\_\_\_\_  
Contractor's Signature

Date 5/13/20

**Larry Davis / President**  
\_\_\_\_\_  
Name and Title of Authorized Signee

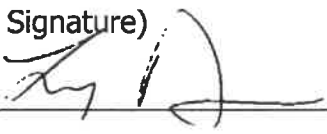
**L.J. Power, Inc.**  
\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**

**E. NON-COLLUSION CERTIFICATE**  
**ITB #2020-001**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

(Proposer's Signature)

  
\_\_\_\_\_

Date 5/13/20

**Larry Davis / President**

\_\_\_\_\_  
Name and Title of Authorized Signee

**L.J. Power, Inc.**

\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

**(SEAL)**

**F. SWORN STATEMENT UNDER SECTION 287.133 (3)(a), FLORIDA STATUTES, ON  
PUBLIC ENTITY CRIMES  
ITB #2020-001**

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, Proposal or Contract No. 2020-001  
For **Purchase of Standby Generators**
  
2. This sworn statement is submitted by **L.J. Power, Inc.**  
(name of entity submitting sworn statement)  
whose business address is: **12707 Nutty Brown Rd. Building F Austin, Tx., 78737**
  
- and its Federal Employer Identification Number (FEIN) is **47-1048260**  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
3. My name is **Larry Davis** and my relationship to the entity named  
(please print name of individual signing) above is  
**President**.
  
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 of 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 or 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" 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 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts 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.

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

X 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, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

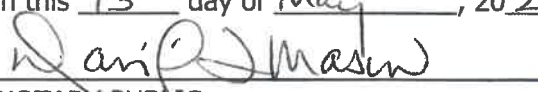
  
\_\_\_\_\_  
(Signature)

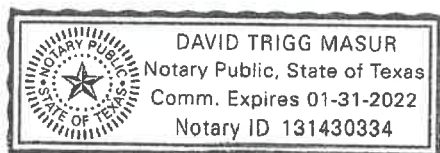
**5/13/20**

\_\_\_\_\_  
(Date)

STATE OF Texas  
COUNTY OF Travis

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Larry Davis who, after first being sworn by me, affixed his/her signature in the space provided on this 13 day of May, 2020.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission number: 131430334  
Commission expires: 01/31/2022





**G. CONFLICT OF INTEREST DISCLOSURE FORM**  
**ITB #2020-001**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal the name of any officer, director, or agent who is also an employee of the City of Marco Island.

The mere appearance of a conflict may be as serious and potentially damaging. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

(c) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(d) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

Please check one of the following statements and attach necessary documents if necessary:

☒ **To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.**

☐ **The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.**

Company Name

L.J. Power, Inc.

Authorized Signature



Name

Larry Davis

Title

President

Date

5/13/20

## **PART V FEDERALY REQUIRED FORMS**

**CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS FUNDED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GRANT. THEREFORE, CITY OF MARCO ISLAND AND ITS CONTRACTORS MUST FOLLOW CERTAIN FEMA GUIDELINES.**

**PUPOSE OF THE EXHIBITS I. THROUGH L. IN THE PART VIII IS TO ENSURE THOSE GUIDELINES ARE KNOWN TO ALL THE PARTIES AND ARE ADHERED TO.**

### **I. FEDERAL CONTRACT PROVISIONS AND ASSURANCES ITB 2020-001**

Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

**Reporting:** The contractor will provide any information required to comply with the requirements and regulations pertaining to reporting. It is important that the contractor is aware of the reporting requirements of the City, as the Federal or State agencies may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to be eligible for reimbursements.

**Access to Records:** All recipients, subrecipients, successors, transferees, and assignees, must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City of Marco Island, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Marco Island and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of Homeland Security (DHS) Seal, Logo, and Flags:** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this contract.

**Program Fraud and False or Fraudulent Statements or Related Acts:** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**Energy Efficiency Standards:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Termination:** Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other. Should the Contractor be deemed or found to have failed to perform services herein in a professional manner satisfactory to the City in accordance with standards of practice in the industry, and/or the terms and requirements of this Agreement, the City may terminate said Agreement immediately for cause. The City shall be the sole judge of non-

performance or cause. Moreover, the City may terminate this Agreement for convenience with a seven (7) day written notice to the Contractor.

In the event that the City terminates this Agreement, Contractor's recovery against the City shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

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

**Changes:** Refer to Standard Contract/Purchase Order Terms and Conditions.

**Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Suspension and Debarment:** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Marco Island. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Marco Island, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321:**

(a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Equal Employment Opportunity Clause (§60-1.4(b)):** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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.

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

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



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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of

Justice for appropriate legal proceedings.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000):**

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Dept of Labor regulations (29 CFR Part 5).

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Marco Island shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Administrative, Contractual, or Legal Remedies (over \$250,000):** Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**Clean Air Act and Federal Water Pollution Control Act: (over \$150,000)** If applicable,



contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

#### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Marco Island and understands and agrees that the City of Marco Island will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Marco Island and understands and agrees that the City of Marco Island will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000)):** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**No Obligation by Federal Government:** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract

**Program Fraud and False or Fraudulent Statements for Related Acts:** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

## **STATE PROVISIONS**

**Convicted Vendor and Discriminatory Vendors List** Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

**Lobbying:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or any state agency.

**Inspector General Cooperation:** The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**Record Retention** - The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, FDEM, or its designee's access to such records upon request.

**Scrutinized Companies:** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Acknowledgement of Terms, Conditions, and Grant Clauses****CERTIFICATION**

If the vendor subcontracts any of the work required under this Agreement, a copy of the signed contract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

**On behalf of my firm, I acknowledge, all grant requirements identified in this Exhibit I.**



Signature of Contractor's Authorized Official

**Larry Davis / President**

Name and Title of Contractor's Authorized Official

**5/13/20**

Date

**J. ANTICIPATED DISADVANTAGED, MINORITY, WOMEN, OR VETERAN  
PARTICIPATION STATEMENT  
ITB 2020-001**

A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME <b>L.J. Power, Inc.</b>		PRIME FEID NUMBER <b>47-1048260</b>		CONTRACT DOLLAR AMOUNT <b>\$2,640,000.00</b>																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGE, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGE BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE-DISABLED VETERAN?		VETERAN?	Y <input type="radio"/> N <input checked="" type="radio"/>	IS THE ACTIVITY OF THIS CONTRACT ....																	
		DBE?	Y <input type="radio"/> N <input checked="" type="radio"/>	CONSTRUCTION? Y <input checked="" type="radio"/> N <input type="radio"/>																	
		MBE?	Y <input type="radio"/> N <input checked="" type="radio"/>	CONSULTATION? Y <input type="radio"/> N <input checked="" type="radio"/>																	
		WBE?	Y <input type="radio"/> N <input checked="" type="radio"/>	OTHER? Y <input type="radio"/> N <input checked="" type="radio"/>																	
		SDB BA?	Y <input type="radio"/> N <input checked="" type="radio"/>	IF YES, REVISION # _____																	
IS THIS SUBMISSION REVISION?		YES <input type="radio"/> NO <input checked="" type="radio"/>																			
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGE MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE-DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (SEE BELOW)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
<b>L.J. Power, Inc.</b>		<b>5/13/20</b>		<b>President</b>																	
EMAIL ADDRESS OF PRIME		TELEPHONE NUMBER		FAX NUMBER																	
<b>L.Davis@LJPower.net</b>		<b>737-703-5000</b>		<b>737-703-5100</b>																	
NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE OR MBE PARTICIPATION IN FEDERALLY FUNDED CONTRACTS. THE ANTICIPATED DBE OR MBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME PART OF THE CONTRACTUAL TERMS. THIS FORM MUST BE SUBMITTED AT TIME OF RESPONSE TO A SOLICITATION. IF AND WHEN AWARDED A COUNTY CONTRACT, THE PRIME WILL BE ASKED TO UPDATE THIS INFORMATION FOR THE GRANT COMPLIANCE FLIES.																					
<table border="1"> <thead> <tr> <th>ETNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>BLACK AMERICAN</td><td>BA</td></tr> <tr><td>HISPANIC AMERICAN</td><td>HA</td></tr> <tr><td>NATIVE AMERICAN</td><td>NA</td></tr> <tr><td>SUBCANT. ASIAN AMERICAN</td><td>SAA</td></tr> <tr><td>ASIAN-PACIFIC AMERICAN</td><td>APA</td></tr> <tr><td>NON-MINORITY WOMEN</td><td>NMW</td></tr> <tr><td>OTHER: NOT OF ANY OTHER GROUP LISTED</td><td><input checked="" type="radio"/></td></tr> </tbody> </table>			ETNICITY	CODE	BLACK AMERICAN	BA	HISPANIC AMERICAN	HA	NATIVE AMERICAN	NA	SUBCANT. ASIAN AMERICAN	SAA	ASIAN-PACIFIC AMERICAN	APA	NON-MINORITY WOMEN	NMW	OTHER: NOT OF ANY OTHER GROUP LISTED	<input checked="" type="radio"/>			
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NON-MINORITY WOMEN	NMW																				
OTHER: NOT OF ANY OTHER GROUP LISTED	<input checked="" type="radio"/>																				
D. SECTION TO BE COMPLETED BY THE CITY OF MARCO ISLAND																					
DEPARTMENT NAME	CITY OF MARCO ISLAND CONTRACT # (IFB/RFP OR PO/REQ)			GRANT PROGRAM / CONTRACT																	
ACCEPTED BY (PRINT NAME):				DATE:																	
SIGN:																					

**K. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION  
ITB 2020-001**

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, City, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR:



Signature of Contractor's Authorized Official

**Larry Davis / President**

Name and Title of Contractor's Authorized Official

**5/13/20**

Date

Sub-Recipient Name:

City of Marco Island:

**L. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
ITB 2020-001**

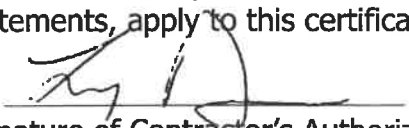
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **L.J. Power, Inc.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

**Larry Davis / President**

Name and Title of Contractor's Authorized Official

**5/13/20**

Date



## **PART VI**

### **STANDARD PURCHASE ORDER TERMS & CONDITIONS**

#### **ITB #2020-001**

### **City of Marco Island**

Address all acknowledgements and all communications relating to this order to the Finance Department City of Marco Island, 50 Bald Eagle Drive, Marco Island, FL 34145

#### **Conditions Governing this Purchase Order**

1. THE CITY OF MARCO ISLAND IS NOT RESPONSIBLE FOR MATERIALS, SUPPLIES OR EQUIPMENT DELIVERED WITHOUT AUTHORITY OF ITS WRITTEN ORDER

2. Do not over ship or substitute. Ship exactly as ordered.

3. All material shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.

4. Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT for whom delivery is intended and clearly indicate the purchase order number.

5. All materials, supplies and equipment received subject to inspection and acceptance by CITY OF MARCO ISLAND.

6. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with Finance Department and/or requesting department for instructions. The City reserves the right to reject and return at shipper's expense any and all materials or supplies delivered which do not conform to our description or specifications.

7. If there is any part of this order you cannot fill promptly or within the time specified, notify the Finance Department and/or requesting department at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Finance Department shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for any part, and EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.

8. The vendor by accepting this order agrees to assume the defense of and hold the City of Marco Island, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

9. The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the Finance Department and/or requesting department and before final acceptance by the Finance Department and/or requesting department all matters of dispute must be adjusted to the mutual satisfaction of the Finance Department and/or requesting department and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.

10. All items delivered on this order are to be new unless otherwise specified.

11. SALES TAXES: The prices herein should not include any sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment.



Aksa Power Generation has been producing industrial generator sets with an innovative compact design and excellence in quality for over 30 years. Aksa has been providing reliable power through three main production plants and over 15 branch offices worldwide.

Alternator (125 °C Rise)	Voltage	Ph	Pf	Hz	Stand-by Ratings		Prime Ratings	
					kW/kVA	Amp	kW/kVA	Amp
Newage UCI274F	480/277V	3	0.8	60	85/106.25	128	80/100	120
	440/254V	3	0.8	60	85/106.25	139	80/100	131
	240/139V	3	0.8	60	85/106.25	255	80/100	241
	240/120V	3	0.8	60	85/106.25	255	80/100	241
	208/120V	3	0.8	60	85/106.25	295	80/100	278
	240/120V	1	1	60	85/85	354	77/77	321


**JOHN DEERE**
**STAMFORD**

## Rating Definition

Stand-by Power (Maximum): Power available at variable load in the event of main power network failure. No over load is permitted.

Prime Power: Power available at variable load in lieu of a main power network. Overload of 10% is permitted for 1 hour in every 12 hours of operation.

The above ratings represent the engine performance capabilities to conditions specified in accordance with ISO 8528/5 & ISO3046.

**Derating may be required for conditions outside of the test conditions.**

## Codes, Standards & Standard Features

**EPA Certified Tier4F** engine powered generator set for Mobile / Prime Applications.

The Generator set is designed and manufactured in a facility certified to **ISO9001:2008** standards.

**John Deere heavy duty** four cycle industrial diesel engine delivers low emission, reliable power, fuel efficiency and fast response to load changes.

**Non-proprietary control system** provides total gen-set system integrated control, protections, metering, automatic starting/stopping with options of remote control, remote display or remote annunciation.

**Aksa Power Generation** provides **single source responsibility** for the generator set & accessories.

The generator set, with its components, are **prototype tested** and **production tested**.

**Newage** industrial generators meet the requirements of BS EN 60034 and the relevant sections of other international standards.

**Heavy duty base frame** with integral pad **vibration isolators** eliminates the need for under unit spring vibration isolators.

# POWER YOUR FUTURE

## Engine Data

Manufacturer	<b>John Deere</b>
Model	<b>4045HFG04A</b>
Cylinders	4, In-line
Max. power @ rated rpm; kWm (BHP)	99 (133)
Aspiration	Turbocharged
Cooling	Air to Air Aftercooled
Total displacement; L (in <sup>3</sup> )	4.5 (275)
Bore; in. (mm)	4.17 (106)
Stroke; in. (mm)	5.0 (127)
Governor type	Electronic

## Engine Electrical System

Charging alternator	12V, Negative Ground
Starter rolling current @32 °F; (amp)	920
Min. voltage at ECU during cranking; (dc)	6
Max. allowable start circuit resistance; (Ohm)	0.0012
Starter motor rated voltage; (dc)	12
Battery quantity x rating & CCA	1 x 60Ah, 800

## Fuel Consumption (gal/hr)

100% Load	6.01
75% Load	4.51
50% Load	3.17
25% Load	1.90

## Cooling System

Water Pump Type	Belt Driven
Fan Type	Pusher
Fan Speed	1800 rpm
Cooling System Capacity	22.0 qt

## Alternator Data

Manufacturer	Newage
Model	UCI274F
Design	4 Pole, drip proof rotating field
Exciter type	Brushless, self excited P.M.G. option is available
Stator	2/3 winding pitch
Rotor	Single bearing, flexible disc
Leads	12
Voltage regulator	Solid state, Volts/Hz
Insulation	Class H
Temp. rise @ 40°C ambient	125°C Prime
Alternator Cooling	Direct drive centrifugal blower
Max. over-speed; rev/min	2250

## Base-frame & Enclosure

The complete gen-set is mounted entirely on a heavy duty base frame with an integral semi double wall 185gal fuel tank.

Anti vibration isolators are installed between engine/alternator supports and the base frame.

All enclosure parts are designed with module principles without welding.

Enclosure has four doors on each side for easy serviceability and back door for control system.

Exhaust silencer is protected against environmental influences and is internally mounted within enclosure. Exhaust pipe thermally insulated on engine compartment.

All metal enclosure parts are painted by electrostatic polyester powder paint.

Emergency stop switch externally mounted on enclosure.

## Convenience Panel Accessories

- (2) Two 20A, 120V GFCI receptacles and breakers
- (3) Three 50A, 240V twist lock receptacles and breakers
- 5-15A, 125V inlet receptacles for battery charger and water heater
- Two wire remote start station
- Generator set voltage adjust rheostat
- (5) 400A rated, stud type quick connect cam-locks

## Voltage Selector Switch

- Three positions at 480/277V, 208/120V - 3ph & 240/120 - 1ph
- Product of Salzer or Kraus&Naimer

## Standard Features & Accessories

- Trailer w/spare tire and tool box
- Sound Attenuated Aluminum Enclosure (74db)
- Heavy Duty Steel Base-frame
- Residential Grade Silencer Inside Enclosure
- Flex Fuel Lines
- Oil Drain Valve & Extension
- Convenience Panel
- Voltage Selector Switch – 3 position
- Emergency Stop Switch
- Battery, Battery Rack & Cables
- Battery Charger
- Main Line CB
- Jacket Water Heater
- Operations Manual
- 1 Years / 2000hours Limited Warranty

## Trailer

- DOT approved 7000lbs heavy duty dual axle trailer
- Spring axles w/electric brakes
- Breakaway kit with charger
- 5000lbs front jack and rear stabilizer jacks
- 7 pin trailer plug
- Tool box and spare tire

## Circuit Breaker

- 400Amp capacity main line circuit breaker
- Shunt trip controller by generator set control

## Control System

**DSE7320** is an advanced control system, suitable for a wide variety of single, diesel or gas, gen-set applications. Monitoring and an extensive number of engine parameters, the module displays warnings, shutdowns and engine status information on the back lit LCD screen, illuminated LEDs, remote PC and via SMS text alerts (with external modem).

- UL recognized, NFPA110 Level 1 compatible
- LCD text display, key menu navigation and front panel editing
- Off/Manual/Auto model switch
- Two wire starting/stopping in Auto mode
- Engine exerciser
- IP65 front panel rating with supplied sealing gasket
- Configurable 9 inputs, 8 outputs with expansion capability
- Real time clock provides accurate event logging
- Fully configurable via DSE Configuration Suite PC software
- Remote SCADA monitoring and BMS integration features
- License free PC software

## Protections

- Gen. Voltage - under/over
- Gen. Frequency - under/over
- Engine Speed - under/over
- Engine Oil pressure - low
- Engine Temp. - low/high
- Battery Voltage - low/high
- Weak battery
- Fail to start/stop
- Charge fail
- Over current & load(kW/kVAr)
- Unbalanced load
- Independent Earth Fault
- Reverse Power
- Fuel level - low/high (optional)
- Loss of speed signal

## Instruments

- Gen. Voltage (L-L/L-N)
- Gen Frequency
- Engine Speed
- Oil Pressure
- Water Temperature
- Battery Voltage
- Run time
- Engine maintenance due
- Phase sequence
- Pwr. monitoring  
(kW / kVAh / kVArh)
- Power (kW/kVA/kVAr)
- Power factor
- Gen. Current (L1-L2-L3)
- Earth current

## Optional Accessories

### • Upsized Alternator

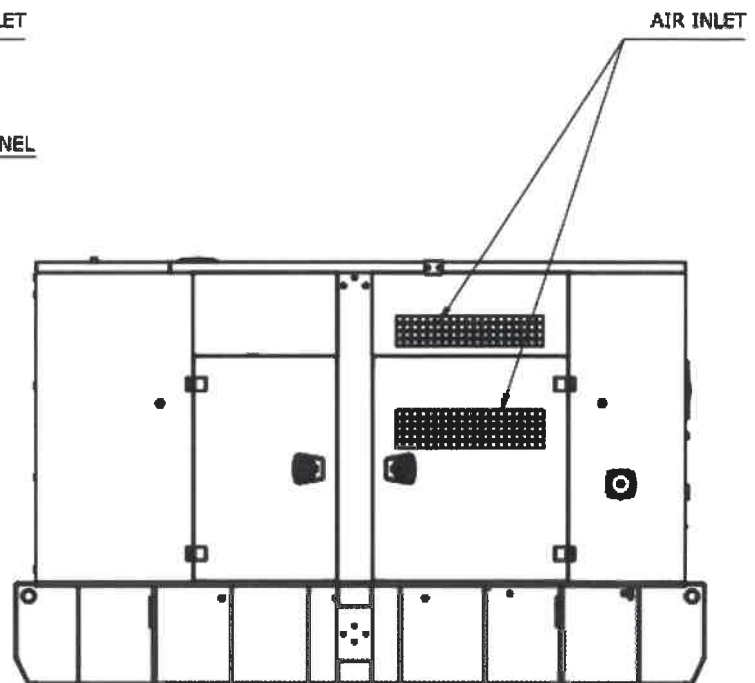
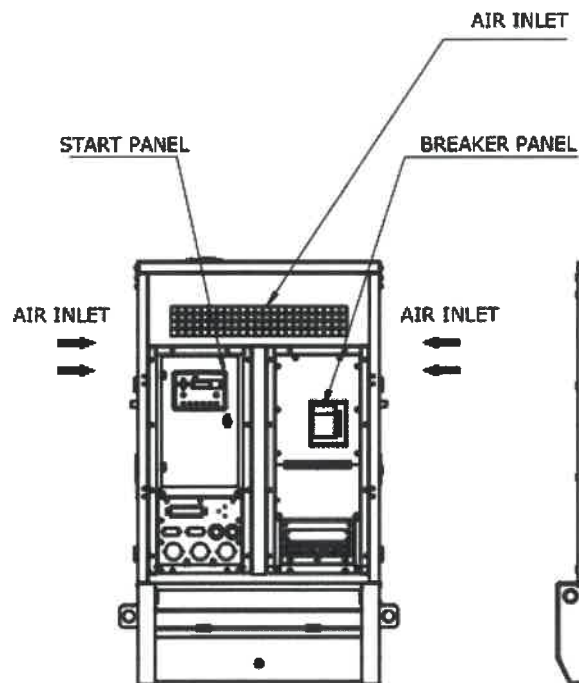
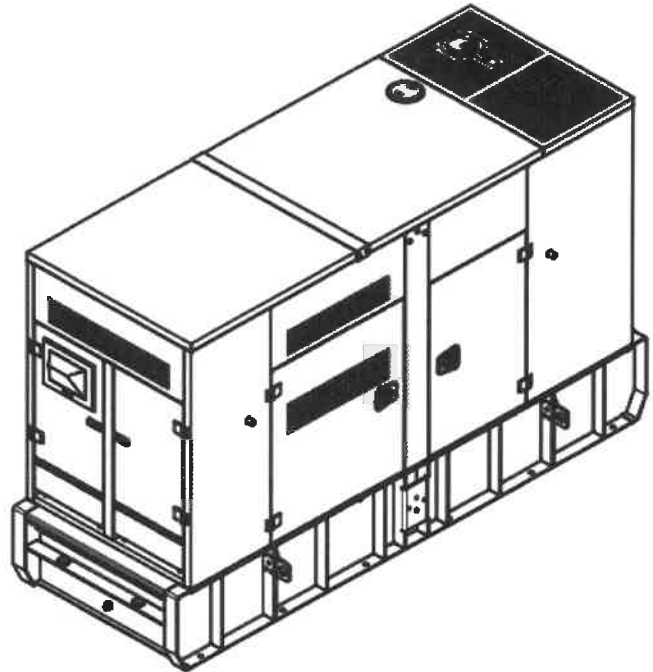
- PMG Excitation
- Alternator Anti-condensation Heater
- 4 Position VSS

### • Fuel Level Monitoring on Controller & High Fuel Alarm

- Fuel Line Check Valve
- Oil Temperature Gauge
- Oil Heater

### • Battery Charger 10Amp

- Battery Heater Blanket
- Main Line CB (100% rated)
- Remote Monitoring and Control
- Remote Annunciator



\*Manufacturer reserves the right to make changes in model, technical specifications, color, equipment and accessories without prior notice.