



***Sealed Bid No. 2023-03***  
***Citywide Generator Services (Annual Contract)***

Due: December 9, 2022; 2:00 PM EST

To: City of North Port

From: TAW Power Systems, Inc.

Contact: Stephen McGuire  
(239) 245-5613  
Stephen.McGuire@tawinc.com



## Required Bid Attachments

**SUBMISSION CHECKLIST**  
**Attachment 1**

Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid.

Bidder must submit one (1) original signature (clearly marked as such) of the response Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) PDF of the original document on a USB Flash Drive containing one PDF file of the full response EXCEPT the excel PRICE SCHEDULE is to stay in excel format (See Attachment 5).


Bidder should check off each of the following items as completed and submit with bid response:

**INCLUDED**

- Attachment 1 Submission Checklist
- Attachment 2 Label
- Attachment 3 (exhibit 1) – Excel Tabulation - Price Schedule on USB drive in excel format only.
- Attachment 4 Insurance Requirements (Read and acknowledge)
- Attachment 5 Bid Form (TOTAL PROJECT COST READ AT BID OPENING)
- Attachment 6 Statement of Organization
- Attachment 7 Addenda Acknowledgement and Bond Information
- Attachment 8 Equipment & Source of Supply/Subcontractor List Form
- Attachment 9 (A). Qualifications and (B). References
- Attachment 10 Non-Collusive Affidavit
- Attachment 11 Conflict of Interest
- Attachment 12 Public Entity Crime Information
- Attachment 13 Drug-Free Workplace Form
- Attachment 14 Affidavit Claiming Status as a Local Business or a North Port Local Business Status
- Attachment 15 Indemnification
- Attachment 16 Scrutinized Company Certification Form
- Attachment 17 Lobbying Certification
- Attachment 18 Vendor's Certification for E-verify System
- Attachment 19 Bid Bond (**MUST USE THIS FORM**)

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Greg Hanlon TITLE EVP and General Manager  
AUTHORIZED SIGNATURE DATE  DATE December 7, 2022

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

## ATTACHMENT 4:

### INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

#### Requirements:

##### 1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

- a) The policy shall be endorsed to include the following **additional insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

##### 2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000

- Property Damage (per accident) \$1,000,000

- a. The policy shall be endorsed to include the following **additional Insured language**: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

### **3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)**

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation Insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at [www.fldfs.com](http://www.fldfs.com). In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

#### **Workers' Compensation Employers' Liability**

- Each Accident, each employee, bodily injury or disease \$500,000
- a. Policy shall contain a waiver of subrogation against the City of North Port.
  - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
  - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

#### **GENERAL REQUIREMENTS:**

**A.** The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

**B. WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed

by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

**C. POLICY FORM:**

1. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these Insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.



**Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review**

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Greg Hanlon TITLE EVP and General Manager

AUTHORIZED SIGNATURE DATE  DATE December 7, 2022

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 5:  
BID FORM**

Name of Bidder/Company Name: TAW Power Systems, Inc.  
Business Address: 6312 78th Street  
City/State/Zip Code: Riverview, FL 33578-8835  
Bidder/Company Telephone Number: (813) 840-3500  
E-mail Address: Stephen.McGuire@tawinc.com  
Contractor License #: Not Applicable  
FEID #: 45-4241826

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.


The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2023-03 CITYWIDE GENERATOR SERVICES** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:  
One Hundred Five Thousand, Four Hundred Fifty-Five & 00/100 \$ 105,455.00

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: December 7, 2022

Signed (Person authorized to bind the company): 

Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



ATTACHMENT 6:

STATEMENT OF ORGANIZATION

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name TAW Power Systems, Inc.

(813) 840-3500                      Stephen.McGuire@tawinc.com                      (813) 217-8074

Telephone #                                      E-Mail                                      Fax #  
6312 78th Street

Main Office Address                                      FL                                      33578  
Riverview

City                                      State                                      Zip Code

Address of Office Servicing City of North Port, if different than above:  SAME AS ABOVE

Office Address

City                                      State                                      Zip Code

Telephone #                                      E-mail                                      Fax #

Name & Title of Firm Representative

Federal Identification Number: 45-4241826

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please

Check One)

Is this a Florida Corporation:                       Yes or                       No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

What kind of corporation is it:                       "For Profit"                      or                       "Not for Profit"

Is it in good standing:                       Yes                      or                       No

Authorized to transact business in Florida:                       Yes                      or                       No

State of Florida Department of State Certificate of Authority Document No.: P11000107332

Does it use a registered fictitious name:                       Yes                      or                       No

Names of Officers:

President: John Zuleger Secretary: Jason Martin  
Vice President: \_\_\_\_\_ Treasurer: Jason Martin  
Director: Greg Hanlon Director: \_\_\_\_\_  
Other: Adam Cook Other: \_\_\_\_\_

Name of Corporation (As used in Florida):

TAW Power Systems Inc.

(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box:	<u>PO Box 3381</u>
City, State Zip:	<u>Tampa, FL 33601-3381</u>
Street Address:	<u>6312 78th Street</u>
City, State, Zip:	<u>Riverview, FL 33578-8835</u>

Date: December 7, 2022

Signed (Person authorized to bind the company): \_\_\_\_\_  


Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITT**

**ATTACHMENT 7:**

**ADDENDA AND BOND INFORMATION**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1	Dated	11/15/2022	Addendum No.		Dated	
Addendum No.	2	Dated	11/22/2022	Addendum No.		Dated	
Addendum No.	3	Dated	11/28/2022	Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

**BID BOND AND PERFORMANCE/PAYMENT BOND (SEE ATTACHMENTS 19)**


**BID BOND: ACCOMPANYING THIS PROPOSAL IS Bidder's Bond**

(insert: "cash", "Bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a Contract with the City as specified in the Contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

All Contract documents (i.e., cashier's check, bid bond) shall be in the name of "City of North Port".

Date: December 7, 2022

Signed (Person authorized to bind the company): 

Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**ATTACHMENT 8:  
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST**

Equipment is located at: \_\_\_\_\_

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:  
1-Excellent: 2-Good: 3-Fair: 4-Poor. (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned
1. _____				
2. _____				
3. _____				

**SOURCE OF SUPPLY AND SUBCONTRACTOR FORM**

The following sources of supply and subcontractors shall be used for the RFB NO. 2023-03 CITYWIDE GENERATOR SERVICES. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. Not Applicable
2. \_\_\_\_\_
3. \_\_\_\_\_

SUPPLIER(S)

1. KOHLER
2. \_\_\_\_\_
3. \_\_\_\_\_

Date: December 7, 2022

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 9 (A & B):

A. QUALIFICATIONS

If the CONTRACTOR does not meet ANY ONE of the Minimum Qualification Requirement, they will be deemed non-responsive and/or non-responsible and thereby rejected.

**Technician Qualifications** – Maintenance, repair or installation of the power unit and generator shall be performed by fully trained generator technicians with the ability to fully understand and speak the English language. These technicians shall have at least two (2) years' experience in service repair and installation to generators and related equipment at other facilities with application similar to that of City of North Port.

The City will only entertain bids from bidders with a minimum of two (2) years' experience in generator services. Additionally, Bidders shall submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, email address, telephone number, and date services were performed, as described. Note: A contact person shall be someone who has personal knowledge of Bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the CITY representative may be calling them. **DO NOT list persons who will be unable to answer specific questions regarding the requirements. (Attach additional sheets if necessary)**

1. The Bidder shall demonstrate a minimum of TWO (2) CONSECUTIVE YEARS of GENERATOR SERVICES IN FACILITIES
  - At least two (2) references shall be located within the state of Florida.

State the number of years and months in business: 11 Years 11 Months

2. FLORIDA CONTRACT – Did you reference AT LEAST 2 OR MORE contracts with FLORIDA customers?  
 Yes or  No

3. FRANCHISE COMPANIES:

- a) Are you the franchise OWNER:  
Check One:  YES  NO

4. Have you enclosed written proof of ownership must be submitted with your response.  
Check One:  YES  NO

- b) **PERFORMANCE QUESTIONNAIRE – CONTRACTORS shall complete the following questionnaire in its entirety:**

5. Has the CONTRACTOR ever failed to complete a contract/project awarded to them?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for failure to complete: \_\_\_\_\_



6. Has the CONTRACTOR ever defaulted on any awarded contract/project?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for default: \_\_\_\_\_

7. Does the CONTRACTOR have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of current claims or litigation with contract/project Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Does the CONTRACTOR have pervious: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of claims or litigation with any contract/project Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Is the CONTRACTOR currently debarred or suspended from bidding on any governmental agencies' solicitations?  
Check One:  No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for debarment or suspension: \_\_\_\_\_


10. Location of Working Office that will provide services:

- Less Than 100 miles CITY limits  
 More than 100 miles CITY limits  
 No local office presence

**B. REFERENCES**

The City will only entertain bids from bidders with a minimum of two (2) years' experience in generator services. Additionally, Bidders shall submit a commercial client listing, with at least five (5) accounts, detailing the longevity of the accounts and disclosing the contact name, email address and phone number for each account, work scope and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Bidder is encouraged to submit written client reference letters.

1. Business/Customer Name: City of Port St. Lucie  
Name of Contact Person/Title: Brian Hirsch  
Telephone# (772) 528-2573 Fax \_\_\_\_\_ E-mail BHirsch@CityofPSL.com  
Address Port St. Lucie, FL  
Phone Number As above  
Duration of Contract or business relationship Ongoing  
Type of Services Provided Generator preventative maintenance and repair services.  
Contract Period: FROM 2018 TO Ongoing  
Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_

2. Business/Customer Name: St. Lucie County  
Name of Contact Person/Title: John Hall  
Telephone# (772) 999-1658 Fax \_\_\_\_\_ E-mail Hall.John@StLucieCo.org  
Address Fort Pierce and St. Lucie County, Florida  
Phone Number As above  
Duration of Contract or business relationship Since 2014, currently ongoing  
Type of Services Provided Generator preventative maintenance and repairs.  
Contract Period: FROM 2014 TO Ongoing  
Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_  
Date: December 7, 2022  
Signed (Person authorized to bind the company):   
Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

3. Business/Customer Name: Hillsborough County Sheriff's Office

Name of Contact Person/Title: Johnny Page

Telephone# (813) 833-8166 Fax \_\_\_\_\_ E-mail JPage@hcsso.fl.tampa.gov

Address Clair Mel City, Florida

Contract Period: FROM 2013 TO Ongoing

Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_

Phone Number As above.

Duration of Contract or business relationship Ongoing since 2013

Type of Services Provided Generator Maintenance and repair services

Contract Period: FROM 2013 TO Ongoing

Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_

4. Business/Customer Name: Sumter County School Board

Name of Contact Person/Title: Jim Allen

Telephone# (352) 793-1281 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address Bushnell, Florida

Phone Number As above.

Duration of Contract or business relationship Ongoing since 2011

Type of Services Provided Generator preventative maintenance and repairs

Contract Period: FROM 2011 TO Ongoing

Contract Price \$ \_\_\_\_\_ Contract Price at Completion of the Project \$ \_\_\_\_\_

Date: December 7, 2022

Signed (Person authorized to bind the company): 

Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 10:  
NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Hillsborough

Before me, the undersigned authority, personally appeared:

Greg Hanlon who, being first duly sworn, deposes and says that:

1. He/She is the Officer (Owner, Partner, Officer, Representative or Agent) of TAW Power Systems, Inc., the Respondent that has submitted the attached reply:

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:

3. Such reply is genuine and is not a collusive or sham reply:

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 7th day of December, 2022.

By: [Signature]  
(Printed Name)

Greg Hanlon

(Title)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7th day of December 2022, by Greg Hanlon

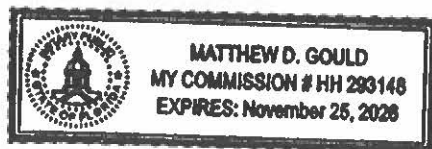
[Signature]

Notary Public – State of Florida

Personally Known  OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT 11:  
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to Contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

**PART I.**

\_\_\_\_\_ I am an employee, public officer or advisory board member of the City

\_\_\_\_\_ (List Position Or Board)

\_\_\_\_\_ I am the spouse or child of an employee, public officer or advisory board member of the City

Name: \_\_\_\_\_

\_\_\_\_\_ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: \_\_\_\_\_

\_\_\_\_\_ Respondent employs or Contracts with an employee, public officer or advisory board member of the City.

Name: \_\_\_\_\_

None of The Above

**PART II: Are you going to request an advisory board member waiver?**

\_\_\_\_\_ I will request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

Date: December 7, 2022

Signed (Person authorized to bind the company): \_\_\_\_\_



Name (printed): Greg Hanlon

Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT 12:  
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Greg Hanlon, being an authorized representative of the Respondent \_\_\_\_\_,

Located at: 6312 78th Street

City: Riverview State: FL Zip Code: 33578, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: \_\_\_\_\_ Date: November 15, 2022

Telephone #: (813) 621-5661 Fax #: (813) 425-0933

Federal ID #: 45-4241826 E-mail: GHanlon@ips.us

State of Florida

County of Hillsborough

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or \_\_\_\_\_ online notarization, this 15th day of November 2022, by Greg Hanlon

Matthew D. Gould  
Notary Public – State of Florida

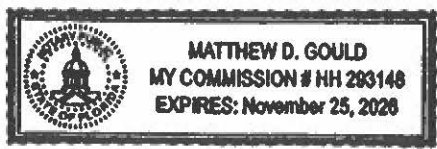
Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Date: December 7, 2022

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): Greg Hanlon Title: EVP and General Manager

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**ATTACHMENT 13:  
DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: TAW Power Systems, Inc. ( Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
  
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
  
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

**Check one:**

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

As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

  
\_\_\_\_\_  
Signature

Greg Hanlon

\_\_\_\_\_  
Print Name

December 7, 2022

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

ATTACHMENT 15:

**STANDARD INDEMNIFICATION AGREEMENT (NON CONSTRUCTION/NON DESIGN PROFESSIONAL)**

The CONTRACTOR shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the CITY, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the CONTRACTOR, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

To the extent applicable, the CONTRACTOR shall fully indemnify, defend and hold harmless the CITY, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of CONTRACTOR's products by the CITY or any of its commissioners, agents, employees, and assigns, or to the operation or use of CONTRACTOR's products by the CITY or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the CITY shall promptly notify the CONTRACTOR in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery at 5455 Pan American Blvd., North Port, FL 34287. Notification may also be provided by fax transmission to 941-423-2570.

The CITY shall provide all available information and assistance that the CONTRACTOR may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the CITY and such insurance coverage shall not be deemed a limitation on the CONTRACTOR's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Company Name: TAW Power Systems, Inc.

Signature of person authorized to bind the Company: 

Print name and title of person above: Greg Hanlon, EVP and General Manager

Date: December 7, 2022

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A BID.



ATTACHMENT 16:

Scrutinized Company Certification Form

Company Name: TAW Power Systems, Inc.

Authorized Representative Name and Title: Greg Hanlon, EVP and General Manager

Address: 6312 78th Street City: Riverview State: FL ZIP: 33578

Phone Number: (813) 840-3500 Email Address: GHanlon@ips.us

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.


A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Greg Hanlon, EVP and General Manager

Date Certified: December 7, 2022

Solicitation/Contract/PO Number (Completed by Purchasing): \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED)**

ATTACHMENT 17:

LOBBYING CERTIFICATION

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

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

This 7th day December of 2022, Greg Hanlon, being first duly sworn, deposes and says that he or she is the authorized representative of TAW Power Systems (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City 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 either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 7th day of December, 2022.

By: [Signature]  
Greg Hanlon  
(Printed Name)  
EVP and General Manager  
(Title)

STATE OF FLORIDA

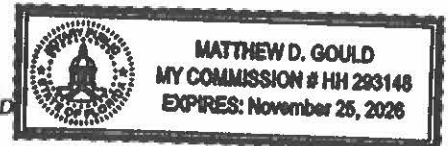
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of  physical presence or \_\_\_\_\_ online notarization, this 7th day of December 2022, by Greg Hanlon.

[Signature]  
Notary Public -- State of Florida

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

THIS PAGE MUST BE COMPLETED AND SUBMITTED





**ATTACHMENT 18:  
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: TAW Power Systems, Inc. (Vendor's Company Name)

 (Vendor signature)  
Greg Hanlon (Vendor's name printed)  
EVP and General Manager (Title)

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 7th day of December, 2022, by Greg Hanlon, as EVP and General Manager

  
Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

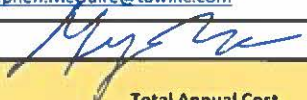


Pricing Pages

RFB NO.2023-03 CITYWIDE GENERATOR SERVICES FOR THE CITY OF NORTH PORT REVISED  
 BID SCHEDULE. Use this bid schedule for submittal.

BIDDER: TAW Power Systems, Inc.

**Bidders are required to complete all fields shaded in white (UNIT PRICES PREVAIL)**

<b>Name of Business:</b>	TAW Power Systems, Inc.
<b>Contact Person:</b>	Stephen McGuire
<b>Email Address:</b>	<a href="mailto:Stephen.McGuire@tawinc.com">Stephen.McGuire@tawinc.com</a>
<b>Authorized Signature:</b>	

Location	Type/Serial #	Semi-Annual Svc	Annual Svc	4 Hour Load Test	Total Annual Cost
City Hall/PD 4970 City Hall Blvd	Kohler/ 1250KW #2019043 (2) 2,000 gallon tanks	\$200.00	\$2,100.00	\$2,850.00	\$5,150.00
City Hall/PD Emergency Services Generator	Kohler/ KD900 1495 Gallon	\$200.00	\$2,755.00	\$2,500.00	\$5,455.00
Parks Maint 5455 Pan American Blvd	Triton 18KW #Q0483 15 gallons	\$200.00	\$785.00	\$1,500.00	\$2,485.00
Fleet Admin 1100 N. Chamberlain	Cat 300KW #G5A05504 1,800 gallons	\$200.00	\$785.00	\$2,000.00	\$2,985.00
GMAC 1602 Kramer Way <i>(Currently nonoperable due to Hurricane Ian and will be replaced at a future date with the same type criteria. Please provide pricing on bid schedule.)</i>	Generac 100KW #2037473 Propane	\$200.00	\$785.00	\$2,000.00	\$2,985.00
Public Works Infrastructure & Facilities 1850 W. Price Blvd	Kohler 54KW #25942 6,000 gallons	\$200.00	\$785.00	\$1,500.00	\$2,485.00
Morgan Center 6207 W. Price Blvd	Baldor 950KW #G5A005504 500 Gallon	\$200.00	\$2,100.00	\$2,000.00	\$4,300.00
FR81 4980 City Center Blvd <i>(Currently nonoperable due to Hurricane Ian and will be replaced at a future date with the same type criteria. Please provide pricing on bid schedule.)</i>	Olympia 100KW #2037472 Propane	\$200.00	\$785.00	\$2,000.00	\$2,985.00
FR82 5650 North Port Blvd	Onan Cummins 175KW #H880155877 625 Gallon	\$200.00	\$785.00	\$2,000.00	\$2,985.00



FR83	CAT 100KW					
3601 E. Price Blvd	#CAT00C44TN YE00333 750 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
FR84	CAT 150KW					
1350 Citizens Pkwy	#CAT00C66CN D01939 900 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
FR85	Kohler 125KW					
1308 N. Biscayne	#SGM32J8SR 298 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
FR86	Kohler 350 REZXD					
19950 Preto Blvd	34G9GMJN001	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Wastewater Treatment Plant	CAT 800KW					
5355 Pan American Blvd	#7AJ01067 2000 Gallon	\$200.00	\$2,100.00	\$2,600.00		\$4,900.00
Wastewater Treatment Plant	CAT 1000KW					
5355 Pan American Blvd	#2DN01729 2500 Gallon	\$200.00	\$2,100.00	\$2,000.00		\$4,300.00
Water Treatment Plant	CAT 650KW					
5755 North Port Blvd	#AFK00504 1000 Gallon	\$200.00	\$1,000.00	\$2,500.00		\$3,700.00
<u>Water Treatment Plant</u>	<u>Cummins Onan 1250 KW</u>					
<u>5755 North Port Blvd</u>	<u>8000 Gallons</u>	\$200.00	\$2,100.00	\$2,850.00		\$5,150.00
NE Booster Station	Baldor 300KW					
1150 Nabatoff Street	#F950579213 1000 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Hillsborough Booster Station	Baldor 250KW					
17113 Hillsborough Blvd	#13435-00306	\$200.00	\$785.00	\$2,000.00		\$2,985.00
West Villages Booster Station	Kohler 350KW					
8060 Tamiami Trl.	#2077923 500 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Utility Office	John Deere 70KW					
6644 West Price Blvd	203751-1	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Utility Office	Baldor 130KW					
6644 West Price Blvd	P0602270003	\$0.00	\$0.00	\$0.00		\$0.00
Island Walk Lift Station	MQ Power 300KW					
5820 Island Walk Circle	WA546543-1105 500 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Lift Station # 19	Kohler 150KW					
13632 Tamiami Trail	2203057L 495 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Braves Stadium Lift Station #111	Kohler 125KW					
18000 Playmore Dr	SGM32NXCG 298 Gallon	\$200.00	\$785.00	\$2,000.00		\$2,985.00
Southwest Water Reclamation Facility	Caterpillar 1000KW					

Southwest Water Reclamation Facility 8898 South Tamiami Trail	<del>Johnson 1000KW</del> JSJ03969 6900 Gallon	\$200.00	\$2,100.00	\$2,000.00	\$4,300.00
Southwest Water Reclamation Facility 8898 South Tamiami Trail	<u>Caterpillar 1000KW</u> JSJ03970 6900 Gallon	\$200.00	\$2,100.00	\$2,000.00	\$200.00
Lift Station # 62 6400 West Price Blvd	Cummings Power 125KW DGEA-5550201 125 Gallon	\$200.00	\$785.00	\$2,000.00	\$2,985.00
Southwest Water Treatment Plant 11820 Manasota Beach Road	Kohler 80KW 500 Gallon	\$200.00	\$785.00	\$2,000.00	\$2,985.00
Southwest Water Treatment Plant 11820 Manasota Beach Road	Kohler 150KW 500 Gallon	\$200.00	\$785.00	\$2,000.00	\$2,985.00
Southwest Water Treatment Plant 11820 Manasota Beach Road Trailer Mounted	Kohler 150KW 500 Gallon	\$200.00	\$785.00	\$2,000.00	\$2,985.00
Southwest Water Treatment Plant 11820 Manasota Beach Road	Kohler 2000KW 12000 Gallon	\$200.00	\$2,715.00	\$3,400.00	\$6,315.00
<b>TOTAL COST</b>					\$105,455.00

Hourly Rates	Hours of Operation	Per Hour
Hourly Rate: Monday-Friday	7:30 AM - 4:00 PM	\$140.00
Overtime Rate: Monday-Friday	4:00 PM - 11:30 PM	\$210.00
Emergency Rate: Sat, Sun & Holiday	11:30 PM - 7:00 AM	\$280.00
Response Time: (request 1 hour response time)	YES	
% added to cost of materials, not to exceed 10%		10%
% added to cost of rentals, not to exceed 10%		10%
*No Fuel/Transportation/Portal to Portal Fees		No Charge



Bid Bond



**ATTACHMENT 19:  
CITY OF NORTH PORT  
BID BOND**

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that TAW Power Systems Inc, an IPS Company, authorized by law to do business as a Generator Contractor in the State of Florida, as Principal, and Arch Insurance Company, a Corporation chartered and existing under the laws of the State of Missouri, as Surety, with its principal offices in the City of Jersey City, NJ, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated 11/16/2022 for (RFB NO. 2023-03). CITYWIDE GENERATOR SERVICES

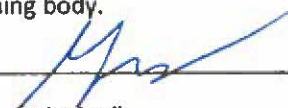
NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void: otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated 11/16/2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

Walter D. D.

(By)

 (SEAL)  
(Principal)

Witness as to Surety:

Jean Marx

TAW Power Systems Inc, an IPS Company

Printed Name

Arch Insurance Company (SEAL)

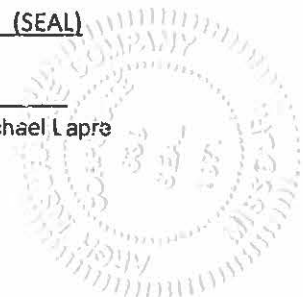
(Surety's Name)

Michael Lapre

(By-As Attorney-in-Fact, Surety) Michael Lapre

Affix Corporate Seals and attach proper Power of Attorney for Surety.

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Artyce Johnson, Esteban Flores, Jaren Marx and Michael Lapre of Scottsdale, AZ (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12<sup>th</sup> day of September, 2022

Attested and Certified

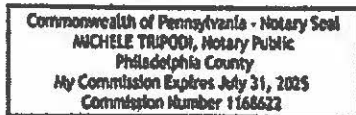
Regan A. Shulman  
Regan A. Shulman, Secretary



Arch Insurance Company  
Stephen C. Ruschak  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 12, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 16<sup>th</sup> day of November, 2022.

Regan A. Shulman  
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.