

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/23/2020

Contract/Lease Control #: C17-2531-FM

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: THOMPSON TRACTOR COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2021

Description of: MAINT ON CATERPILLAR GENERATORS

Department: FM

Department Monitor: BENNETT

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: DBENNETT@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT#: C17-2531-FM
THOMPSON TRACTOR COMPANY, INC.
MAINT ON CATERPILLAR GENERATORS
EXPIRES: 03/07/2021

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA AND
THOMPSON TRACTOR COMPANY, INC.
CONTRACT NO. C17-2531-FM**

This Second Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Thompson Tractor Company, Inc., executed this 17th day of November, 20 20, is made a part of the original Agreement dated March 8, 2017, Contract No. C17-2531-FM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **AMENDMENT TO AGREEEMNT.** The parties wish to amend Exhibit "A" of the original contract to add an additional location for service to the contract. The location of the new generator is 1193 Airport Rd., Destin, FL and the updated price for that location is attached hereto as Attachment "B" and made a part of the contract herein.
2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 8, 2017 and any amendments thereto, shall remain in full force and effect.
3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

THOMPSON TRACTOR COMPANY, INC.

Catherine Hogewood
Signature

TITLE: General Counsel

Catherine Hogewood
Print Name

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk of Court



OKALOOSA COUNTY, FLORIDA

BY: Robert A. "Trey" Goodwin, III
Robert A. "Trey" Goodwin, III, Chairman





Thompson Power Systems

P.O. Box 2083
Mobile, AL 36652
251-626-5100
cluishowell@thompsontractor.com

10/15/2020

Ken Wolfe, MSM
Emergency Management, Coordinator
Okaloosa County, Public Safety
90 College Blvd E
Niceville, FL 32578
850-651-7150
kwolfe@myokaloosa.com

Okaloosa County
Annual Maintenance
Caterpillar XQ125
S/N CK500807

Thompson Power Systems is proud to offer the following quote for annual service on the unit listed below.

1. Cat XQ120
 - Annual Maintenance.....\$1225.00
 - Inspections.....\$560.00 X (2)
 - Load Test 4hr.....\$1800.00

Quote is good for 30 days.

Taxes have not been added into this quote.

Freight not included in this quote.

We appreciate the opportunity to quote this work and look forward to serving you.

Cluis Howell
EPG, Industrial Engines PSSR
251-331-6451 cell

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>C17-2531-HRM</u>		Tracking Number: <u>4155-20</u>	
Procurement/Contractor/Lessee Name: <u>Thompson Tractor</u>		Grant Funded: YES ___ NO <u>✓</u>	
Purpose: <u>amendment to add new location</u>			
Date/Term: <u>3-1-21</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000		
Department #: <u>702028</u>	2. <input type="checkbox"/> GREATER THAN \$50,000		
Account #: <u>546640</u>	3. <input type="checkbox"/> \$50,000 OR LESS		
Amount: _____			
Department: <u>PS</u>	Dept. Monitor Name: <u>maddon</u>		

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>10-20-2020</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)	
Approved as written: <u>no federal funds</u>	Grant Name: <u>Hazard Analysis</u>
_____	Date: _____
Grants Coordinator	Gillian Gordon
	<u>Grant State Aid</u>

Risk Management Review	
Approved as written: <u>see email attached</u>	Date: <u>10-20-2020</u>

Risk Manager or designee	Lisa Price

County Attorney Review	
Approved as written: <u>see email attached</u>	Date: <u>10-20-2020</u>

County Attorney	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review	
Approved as written: _____	Date: _____

IT Review (if applicable)	
Approved as written: _____	Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, October 20, 2020 12:48 PM
To: DeRita Mason
Subject: RE: C17-2531-FM Amendment

This is approved insurance requirements remain.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 20, 2020 11:56 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: C17-2531-FM Amendment

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 20, 2020 4:41 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Lisa Price
Subject: RE: C17-2531-FM Amendment

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, October 20, 2020 12:56 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: C17-2531-FM Amendment

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
1/28/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Atlanta 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Adriana Roca	
	PHONE (A/C, No, Ext): 770-622-4689	FAX (A/C, No): 770-476-3651
INSURED Thompson Tractor Co., Inc 2401 Pinson Valley Highway Birmingham, AL 35217	E-MAIL ADDRESS: aroca@jsmithlanier.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC #: 16535
	INSURER B: Great American Insurance Company	NAIC #: 16691
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:75000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO292522304	02/01/2020	02/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP292522404	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU554481817	02/01/2020	02/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC292522104 (AOS) WC292522204 (FL)	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be included)
 Certificate holder is included as additional insured for general liability, as required by written contract to the provisions and limitations of the policy.
 automobile liability will be primary and noncontributory.
 (GL) Bkt 30 Day NOC: U-GL-1521-A CW 10-12 Blanket Notification to Other
 (CA) Bkt 30 Day NOC: U-CA-832-A CW 01-13 Blanket Notification to Other
 (See Attached Descriptions)

CONTRACT#: C17-2531-FM
 THOMPSON TRACTOR COMPANY, INC.
 MAINT ON CATERPILLAR GENERATORS
 EXPIRES: 03/17/2021

CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE PETER J. KRAUSE
--	---

DESCRIPTIONS (Continued from Page 1)

(WC) Blkt 30 Day NOC: WC 99 06 43 01-13 Blanket Notification to Others of Cancellation or Nonrenewal Endorsement

(UM) Blkt NOC: GAI 6011 06-97 Cancellation - Additional Provisions (Blanket Exception for Additional Insured)

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C17-2531-Fm Tracking Number: 4002-20
Procurement/Contractor/Lessee Name: Thompson Tractor Grant Funded: YES ___ NO X
Purpose: renewal/ amendment
Date/Term: 3-8-21
Department #: many different depts
Account #: same
Amount: per invoice
Department: Fm Dept. Monitor Name: Bennett

1. ☒ GREATER THAN \$100,000
2. ☐ GREATER THAN \$50,000
3. ☐ \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 4-1-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO Federal funds Grant Name: _____

Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 4-1-2020

Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 4-16-2020

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed: _____

Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, April 1, 2020 8:27 AM
To: DeRita Mason
Subject: RE: C17-2531-FM amendment/renewal

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, FL 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, April 1, 2020 8:23 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 16, 2020 1:59 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Thompson Tractor Draft Contract

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson, P.A.**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, March 19, 2020 11:06 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: Thompson Tractor Draft Contract

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



CONTRACT#: C17-2531-FM
THOMPSON TRACTOR COMPANY, INC.
MAINT ON CATERPILLAR GENERATORS
EXPIRES: 03/07/2021

**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN
OKALOOSA COUNTY, FLORIDA AND
THOMPSON TRACTOR COMPANY, INC.
CONTRACT NO. C17-2531-FM**

This First Amendment and Renewal to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Thompson Tractor Company, Inc., executed this 21 day of JUL, 2020, is made a part of the original Agreement dated March 8, 2017, Contract No. C17-2531-FM (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 4 of the original Agreement. The parties wish to retroactively date the contract renewal period begin date to March 8, 2020
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence March 8, 2020 and shall terminate no later than March 7, 2021.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Section III of the original Agreement ("Compensation") shall be revised as follows:

See updated price sheet attached as Attachment "A" and hereto made a part of the contract.

4. **INSURANCE.** Effective for the term of renewal, the parties wish to amend Exhibit "B" of the original Agreement "Insurance Requirements" and replace with Attachment "B" of this Amendment.
5. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.



concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

6. **CIVIL RIGHTS.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
7. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
 - a. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - d. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.



e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

8. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated March 8, 2020 and any amendments thereto, shall remain in full force and effect.

9. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

THOMPSON TRACTOR CO., INC.

Catherine Hogewood
Signature

TITLE : General Counsel

Catherine Hogewood
Print Name

ATTEST:

J.D. Peacock II



J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

BY: Robert A. "Trey" Goodwin, III



ATTACHMENT A

Item	Site	Address	Model	Price for MXS/Service(add price of load bank if need)	# of services per year	Yearly cost per site
1	911 Center (EOC)	100 College Blvd., Niceville	Caterpillar (Diesel) #G5C03436 (needs load bank test)	Annual Service \$2,070.00 4 Hour Load Test \$3,395.00	3 Inspection \$460.00 2 Per year	\$6,385
2	Baldwin Bldg.	1701 State Rd 85 North Eglin AFB	Caterpillar2055KW S/N 4GN01256(NG) (needs load bank test)	Annual service \$6,000.00 4 Hour Load Test \$6,800.00	3 Inspection \$460.00 2 Per year	\$13,720
3	Crestview Courthouse (will be trailer mounted)	101 E James Lee Blvd, Crestview	Caterpillar (Diesel) #3456	Annual Service \$1,265.00	3 Inspection 460.00 2 Per year	\$2,185
4	Okaloosa County Admin Bldg. (OCAB)	1250 N Eglin Pkwy, Shalimar	Caterpillar (Diesel) #3412	Annual Service \$1,450.00	3 Inspection \$460.00 2 Per Year	\$2,370
	Equipment					
	Caterpillar Parts at list price. Non Caterpillar Parts will be marked up 33%					

ATTACHMENT A - CONT.

CONTRACT HOURLY RATES FOR REPAIRS						
	Labor		Overtime/Weekends	Sunday/Holiday		
Hourly	\$141.00		\$192.00	\$256.00		

Annual Maintenance and Repair of Emergency Generators

- 1) The purpose of this bid is to enter into a contract with a successful vendor to provide annual preventive maintenance and repair of stationary, trailer mounted, diesel, natural gas and liquid propane generators owned by the Okaloosa County Board of County Commissioners.
- 2) The following is a list of items to be performed each inspection. Inspections will be done three times a year (January-April-August). In addition, one drop down transfer shall be performed at each site prior to May of each year. This test shall be coordinated with Danny Godwin @ 850-546-0491 (cell) or 850-689-5791.
- 3) What hours are considered overtime and what are regular hours? Examples (7:30-4:30 regular) (Overtime any time after 4:30 and weekends?) Regular Time: M-F 7:00-3:30, Overtime Friday after 3:30 and Saturday. Sunday rates \$256.00
- 4) Vendor can charge for parts/equipment at a discounted rate agreed upon. The County will need an invoice for the part or equipment. Non Caterpillar parts are marked up 33%, Caterpillar Parts are at list price.



ATTACHMENT "B"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the



Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

- | | | |
|----|---------------------------------|--|
| 1. | Workers' Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer's Liability | \$500,000 each accident |
| 2. | Business Automobile | \$1,000,000 each accident
(A combined single limit) |
| 3. | Commercial General Liability | \$1,000,000 each occurrence
for Bodily Injury & Property
Damage
\$1,000,000 each occurrence
Products and completed
operations |
| 4. | Personal and Advertising Injury | \$1,000,000 each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.



2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.



Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "C"
Scrutinized Companies Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Thompson Tractor Co., Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: _____

SIGNATURE: Catherine Hogewood

COMPANY: _____

NAME: Catherine Hogewood
(Typed or Printed)

ADDRESS: _____

TITLE: General Counsel

E-MAIL:

catherinehogewood@thompsontractor.com

PHONE NO.: _____



ATTACHEMENT "D"
Civil Rights Clauses



Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/23/2017

Contract/Lease Control #: C17-2531-FM

Bid #: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: THOMPSON TRACTOR COMPANY, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/08/2017

Expiration Date: 03/07/2020 W/1 YR RENEWAL

Description of
Contract/Lease: MAINT ON CATERPILLAR GENERATORS

Department: FM

Department Monitor: PUCKETT

Monitor's Telephone #: 850-689-5790

Monitor's FAX # or E-mail: JPUCKETT@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co Atlanta 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508		CONTACT NAME: Adriana Roca PHONE (A/C, No, Ext): 770-622-4689 E-MAIL ADDRESS: aroca@jsmithlanier.com FAX (A/C, No): 770-476-3651	
INSURED Thompson Tractor Co., Inc 2401 Pinson Valley Highway Birmingham, AL 35217		INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company INSURER B : Great American Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 16535 16691	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:75000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO292522304	02/01/2020	02/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP292522404	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TUU554481817	02/01/2020	02/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC292522104 (AOS) WC292522204 (FL)	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate holder is included as additional insured for general liability, automobile liability as required by written contract to the provisions and limitations of the policies. The general liability, automobile liability will be primary and noncontributory.
 (GL) Bikt 30 Day NOC: U-GL-1521-A CW 10-12 Blanket Notification to Others of Cancellation or Non-Renewal
 (CA) Bikt 30 Day NOC: U-CA-832-A CW 01-13 Blanket Notification to Others of Cancellation or Non-Renewal
 (See Attached Descriptions)

CERTIFICATE HOLDER

Okaloosa County BOCC

CANCELLATION

Okaloosa County
 5479A Old Bethel Road
 Crestview, FL 32536

FEB 04 2020

Received by
 Risk Management

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

CONTRACT #: C17-2531-FM

THOMPSON TRACTOR COMPANY, INC.

MAINT ON CATEPILLAR GENERATORS

EXPIRES: 03/01/2020 WITH ONE YEAR RENEWAL

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ORD

LXGR C17-2531-FM

DESCRIPTIONS (Continued from Page 1)

(WC) Blkt 30 Day NOC: WC 99 06 43 01-13 Blanket Notification to Others of Cancellation or Nonrenewal
Endorsement

(UM) Blkt NOC: GAI 6011 06-97 Cancellation - Additional Provisions (Blanket Exception for Additional
Insured)

**CONTRACT #: C17-2531-FM -continued
THOMPSON TRACTOR COMPANY, INC.
MAINT ON CATEPILLAR GENERATORS
EXPIRES: 03/017/2020 W/1 ONE YR RENEWAL**

Okaloosa County BOCC

FEB 04 2020

RISK Management

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)[Log In](#)[Create an Account](#)

SAM.gov will be down for scheduled maintenance Saturday, 03/11/2017, from 8:00 AM to 12:00 PM (EST).

Search Results

Current Search Terms: thompson* tractor* co.* inc.*

Your search for "thompson* tractor* co.* inc.*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	Thompson Tractor Co., Inc.	Status: Active
DUNS: 006900542	CAGE Code: 0A1Y7	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/25/2017	Delinquent Federal Debt? No	
Purpose of Registration: All Awards		

Search Results

Entity

Exclusion

[Search](#)[Filters](#)

By Record Status

By Record Type



[Search Records](#)
[Data Access](#)
[Check Status](#)
[About](#)
[Help](#)

[Disclaimers](#)
[Accessibility](#)
[Privacy Policy](#)

[FAPIS.gov](#)
[GSA.gov/IAE](#)
[GSA.gov](#)
[USA.gov](#)

IDM v1.P.62.20170224-1621

WWW1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/01/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Smith Lanier & Co.-Atlanta Marsh & McLennan Agency, LLC 11330 Lakefield Dr Ste 100 Johns Creek, GA 30097		RECEIVED FEB 07 2018 BY: Pura H	CONTACT NAME: Rachel Raham PHONE (A/C, No, Ext): 770 476-1770 FAX (A/C, No): 770 476-3651 E-MAIL ADDRESS: rraham@jsmithlanier.com												
INSURED Thompson Tractor Co Inc 2401 Pinson Valley Highway Birmingham, AL 35217			INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Zurich American Insurance Compa</td> <td>NAIC # 16535</td> </tr> <tr> <td>INSURER B: Great American Insurance Compan</td> <td>16691</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Zurich American Insurance Compa	NAIC # 16535	INSURER B: Great American Insurance Compan	16691	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER A: Zurich American Insurance Compa	NAIC # 16535														
INSURER B: Great American Insurance Compan	16691														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GLO292522302	02/01/2018	02/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP292522402	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		TUU554481815	02/01/2018	02/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC292522102 (AOS) WC292522202 (FL)	02/01/2018 02/01/2018	02/01/2019 02/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate holder is included as additional insured for general liability, automobile liability as required by written contract to the provisions and limitations of the policies. The general liability, automobile liability will be primary and noncontributory. All policies provide the certificate holder with 30 notice of cancellation except 10 for nonpayment.

C19-2531-FM

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
 5479A Old Bethel Road
 Crestview, FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



6881

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>new</u>	Tracking Number: <u>2214-17</u>
Contractor/Lessee Name: <u>Thompson Tractor Co., Inc</u>	Grant Funded: YES <input type="checkbox"/> NO <input type="checkbox"/>
Purpose: <u>maintenance contract for caterpillar generators</u>	
Date/Term: <u>3 yrs</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>FM FM</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Robert Puckett</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>DeRita Mason</u>	Date: <u>1-20-17</u>
Purchasing Director or designee <u>Zan Fedorak, Charles Powell, DeRita Mason</u>	

Risk Management Review	
Approved as written:	
<u>Laura J. Porter</u>	Date: <u>1/20/17</u>
Risk Manager or designee <u>Laura Porter or Krystal King</u>	

County Attorney Review	
Approved as written: <u>see email attached</u>	
<u>Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee</u>	Date: <u>1-23-17</u>
County Attorney	

Following Okaloosa County approval:

Contract & Grant	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, January 23, 2017 3:47 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Thompson Tractor Contract for generators

Change the period in the Whereas clauses to what I have underlined below. Otherwise, this is approved for legal sufficiency.

WHEREAS, the current company Emergency Standby Power, which provides service to the County generators, is unable to supply direct maintenance and repair to the Caterpillar generators; and

WHEREAS, Thompson Tractor Company, Inc., which is a proprietary to the program for Caterpillar generators is the only company that can work on the generators. As it owns the program to make repairs and order parts; and

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, January 23, 2017 4:45 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Thompson Tractor Contract for generators

Sorry.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, January 23, 2017 3:43 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Thompson Tractor Contract for generators

You sent me back a previous version that does not have the changes I sent you.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, January 23, 2017 4:35 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Thompson Tractor Contract for generators

Here is the final revision.

Thanks,

DeRita

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, January 23, 2017 3:07 PM

SOLE SOURCE PURCHASE DATA SHEET

Date: 1/5/17 PR No.: _____ Requestor: _____ Phone No.: 689-5790

Department/Division: Facility Maintenance

Item Description: Generator Maintenance

Requesting Department's Suggested Vendor: Thompson Power Systems

Vendor's Address: P.O. Box 2083 Mobile, AL 36652

Vendor's Telephone No.: 251-626-5100 Point of Contact: Cluis Howell

Sole Source Justification: See attached


Requesting Department Director Signature

1/6/17
Date

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: _____ Phone No.: _____

Vendor #2 Contact: _____ Phone No.: _____

Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments: _____

Signature of Buyer Who Reviewed

Date

Purchasing Services Coordinator Comments: _____

Purchasing Services Coordinator Signature

Date

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments: _____

Approve: 1/10/17 ✓

Disapprove: _____

Amount of Purchase: _____

Date: _____


Purchasing Director Signature

Greg Kisela

1/10/17
Date

DeRita Mason

From: Kara Adams
Sent: Tuesday, January 10, 2017 3:27 PM
To: DeRita Mason
Subject: RE: Thompson Power Systems Generators

Yes, they are proprietary to the program, so if anything is wrong with the generator the contract company still needs to call caterpillar to come fix it because they own the program and won't let anybody else have it.

From: DeRita Mason
Sent: Tuesday, January 10, 2017 3:26 PM
To: Kara Adams <kadams@co.okaloosa.fl.us>
Subject: RE: Thompson Power Systems Generators

Kara,

Did you do any research to justify that they are the only company in the area that can provide this type of maintenance? Legal is just asking some questions.

Thanks,

From: Kara Adams
Sent: Tuesday, January 10, 2017 11:58 AM
To: DeRita Mason
Subject: RE: Thompson Power Systems Generators

DeRita,
Yes please, I have only drafted up amendments.
Thanks,
Kara

From: DeRita Mason
Sent: Tuesday, January 10, 2017 11:45 AM
To: Kara Adams <kadams@co.okaloosa.fl.us>
Subject: Thompson Power Systems Generators

Kara,

Do you need me to draft up the contract with them?



Justification for Thompson Power Systems for Sole Source Contract

Thompson Power Systems are proprietary for the program that controls the County's caterpillar generators. Therefore when we have an issue with one of those generators our existing generator maintenance contract company still has to call Thompson Power Systems to come and fix the issues. Consequently we are really getting charged twice to do the work that Thomson could be doing. This is why we need to sole source a contract for Thompson Power Systems for the four caterpillar generators that Okaloosa County BCC owns.

Contract # C17-2531-FM
THOMPSON TRACTOR COMPANY, INC.
MAINT ON CATERPILLAR GENERATORS
EXPIRES: 03/07/2020 W/1 ONE YR RENEWAL

CONTRACT
Thompson Tractor Company, Inc.
Annual Maintenance and Repair of Generators

This Contract executed and entered into this 8 day of June, 2017, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N Eglin Parkway, Suite 100, Shalimar, FL 32579, and Thompson Tractor Company, Inc., whose principal address is 2401 Pinson Highway, Birmingham, AL 35217, certified to conduct business in the state of Florida (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

WHEREAS, the County has four (4) Caterpillar generators at various locations throughout the county. The generators will require annual maintenance and repair; and

WHEREAS, the current company Emergency Standby Power, which provides service to the County generators, is unable to supply direct maintenance and repair to the Caterpillar generators; and

WHEREAS, Thompson Tractor Company, Inc., which is a proprietary to the program for Caterpillar generators is the only company that can work on the generators. As it owns the program to make repairs and order parts, and

WHEREAS, the County now desires to enter into this sole source agreement with Thompson Tractor Company, Inc. to provide annual maintenance and repair for its four Caterpillar generators.

NOW THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Attached hereto and made a part of the contract is the following: Scope of Supply for Annual Generator Maintenance, hourly rates for repairs and a list of all generators that they will be providing maintenance on.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Services

For good and valuable consideration the sufficiency of which is acknowledged by all parties, the Contractor agrees to provide annual preventive maintenance and repair of all Caterpillar generators owned

by the Okaloosa County Board of County Commissioners as set forth in the scope of services as set forth in attached Exhibit "A".

III. Payment

That for and in consideration of payments to be made by the County, the Contractor agrees to be paid in accordance with the prices in its submittal, attached as Exhibit "A". Regular hourly rates are Monday thru Friday, 7:00 am – 3:30 pm. Overtime hourly rates apply for any work hours that are not designated as regular hourly rates. Holiday rates apply to the following holidays: Christmas Day, New Year's Day, Memorial Day, 4th of July, Labor Day and Thanksgiving Day.

IV. Duration of Contract and Termination, Suspension or Delay of Contract

The Contract will begin when fully executed by both parties and will continue for three (3) years with the option of a one (1) year renewal.

Either party may terminate the Contract with or without cause by providing sixty (60) days written notice to the other party.

V. Notice

All notices required by this Contract shall be in writing to the representatives listed below:
The authorized representative of the County shall be:

Kara Adams
Office Supervisor
Facilities and Parks Maintenance
5489 Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5790
Email: kadams@co.okaloosa.fl.us

Danny Godwin
Electrical Supervisor
Facilities and Parks Maintenance
5489 Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5790
Email: dgodwin@co.okaloosa.fl.us

The authorized representative for 'Vendor/Contractor' shall be:

Cluis Howell
Product Support Sales Representative
Thompson Tractor Company, Inc.
P.O. Box 2083
Mobile, AL 36652
Phone: 251-626-5100
Email: cluishowell@tompsontractor.com

Courtesy copy to:

DeRita Mason
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
850-689-5960
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

VI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Okaloosa.

VII. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Contractor shall maintain all records pertaining to this Contract for a period of three (3) years after completion of this Contract. The County and or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

VIII. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

IX. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

X. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XI. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XII. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XIII. Audit Provision

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Contract and such right shall extend for a period of three (3) years after termination.

XIV. Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

XV. Taxes

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Contract when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Contract.

XVI. Representation of Authority to Contract/Signatory

The individual signing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The Contractor represents and warrants to the County that the execution and delivery of the Contract and the performance of Contractor's obligations hereunder have been duly authorized and that the Contract is a valid and legal Contract binding on the Contractor and enforceable in accordance with its terms.

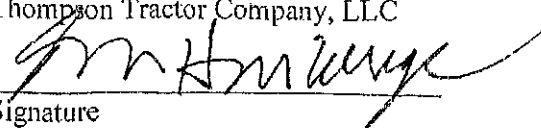
XVII. Insurance

General services insurance requirements are attached to this contract as Exhibit "B" and made a part of the contract.

(This part of the page was left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

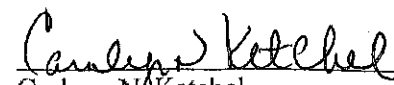
Thompson Tractor Company, LLC


Signature

Thomas H. McBoige
Print Name

Date: 2 / 8 / 2017

OKALOOSA COUNTY, FLORIDA


Carolyn N. Ketchel

my Carolyn
Date: 3 / 8 / 17



ATTEST:

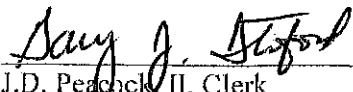

J.D. Peacock, II, Clerk



Exhibit "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/09/16

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements

established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability

5. Respondent shall agree to keep in continuous force Commercial General Liability coverage.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence A combined single limit)
3. Commercial General Liability occurrence	\$1,000,000 each (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Respondent agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



We are pleased to provide the following scope of supply for Annual (Major) Emergency Generator Maintenance. Please note that we can tailor a scope that meets your individual needs. The standard items that are inspected / serviced are as follows:

Fuel System:

Check fuel level in tank notifying customer

Check operation of fuel level circuits

Change fuel filters

Check day tank operation

Check Governor operation

Lubricating System:

Inspect for proper oil level

Inspect unit for oil leaks

Change Lube Oil and Filters

Obtain oil sample for analysis and supply report

Cooling System:

Inspect coolant level and degree of protection

Inspect hoses and drive belts

Inspect radiator for obstruction

Attalla/Gadsden
256-570-1100
Birmingham
205-849-4361
Crestview
850-682-6510

Decatur/Huntsville
256-353-7721
Dothan
334-671-1040
Marianna
850-526-2241

Mobile
251-628-5100
Montgomery
334-215-5000
Opelika/Auburn
334-749-3359

Oxford/Anniston
256-831-4104
Panama City
850-785-4007
Pensacola
850-471-6700

Thomasville
334-836-0420
Tuscaloosa
205-247-2800
Tuscumbia
256-381-2771

Verify proper operation of water jacket heater
Visual inspect for leaks
Lubricate fan drive as needed
Obtain coolant sample for analysis and supply report

Exhaust System:

Inspect condition of exhaust
Inspect rain cap

Air Intake System:

Inspect air inlet
Inspect air cleaner
Inspect air service indicator, engine running
Inspect Turbocharger for bearing wear

Control System:

Inspect operation of meters and gauges
Inspect shutdown and pre-alarms
Inspect annunciator panel operation

Engine Electrical:

Clean batteries and cables
Add distilled water and check gravity
Inspect operation of charger
Check starter operation

Generator:

Inspect operation of circuit breaker

Inspect intake and exhaust areas

Compare voltage to normal line

Check slip rings and brushes (if applicable)

Inspect bearing and grease as needed

General:

Inspect unit for unusual vibration

Inspect connections

Run generator under load where practical

Record all readings and present reports

Notify of required repairs if any

Verify TJC Compliance with regard to building load levels

Document verification on ATS amp load sheet

Note: Verify selector switch in automatic, battery charger on, circuit breaker closed.

Minor PM (Less Lube Oil and Filter Change and Fluid Analysis)

Thank you for the opportunity to be of service. Please feel free to call with any questions or concerns.

Sincerely,

Chris Howell

Product Support Sales Representative

CONTRACT HOURLY RATES FOR REPAIRS						
	Labor		Overtime/Weekends	Sunday/Holiday		
Hourly	\$117.00		\$160.00	\$175.00		

Annual Maintenance and Repair of Emergency Generators

- 1) The purpose of this bid is to enter into a contract with a successful vendor to provide annual preventive maintenance and repair of stationary, trailer mounted, diesel, natural gas and liquid propane generators owned by the Okaloosa County Board of County Commissioners.
- 2) The following is a list of items to be performed each inspection. Inspections will be done three times a year (January-April-August). In addition, one drop down transfer shall be performed at each site prior to May of each year. This test shall be coordinated with Danny Godwin @ 850-546-0491 (cell) or 850-689-5791.
- 3) What hours are considered overtime and what are regular hours? Thompson Tractor Company. Regular Time: M-F 7:00-3:30, Overtime Friday after 3:30 and Saturday. Sunday and holiday rates \$175.00.
- 4) Vendor can charge for parts/equipment at a discounted rate agreed upon. The County will need an invoice for the part or equipment. Non Caterpillar parts will be marked up 33%, Caterpillar parts are at cost.

Item	Site	Address	Model	Price for MXS/Service(add price of load bank if need)	# of services per year	Yearly cost per site
1	911 Center (EOC)	100 College Blvd., Niceville	Caterpillar (Diesel) #G5C03436 (needs load bank test)	Annual Service \$1,800.00 4 Hour Load Test \$2,950.00	3 Inspection \$400.00 2 Per year	\$5,550
2	Baldwin Bldg.	1701 State Rd 85 North Eglin AFB	Caterpillar2055KW S/N 4GN01256(NG) (needs load bank test)	Annual service \$5,300.00 4 Hour Load Test \$6,200.00	3 Inspection \$400.00 2 Per year	\$12,300
3	Crestview Courthouse (will be trailer mounted)	101 E James Lee Blvd, Crestview	Caterpillar (Diesel) #3456	Annual Service \$1,100.00	3 Inspection 400.00 2 Per year	\$1,900
4	Okaloosa County Admin Bldg. (OCAB)	1250 N Eglin Pkwy, Shalimar	Caterpillar (Diesel) #3412	Annual Service \$1,300.00	3 Inspection \$400.00 2 Per Year	\$2,100
	Equipment					
	Non Caterpillar parts are marked up 33%, Cat parts are at cost.					

Client#: 175339

14THOMPSONTR

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/07/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Smith Lanier & Co.-Atlanta 11330 Lakefield Drive Bldg 1, Suite 100 Johns Creek, GA 30097	CONTACT NAME: Jessica Lamar PHONE (A/C No. Ext): 770 476-1770 FAX (A/C No): 770 476-3851 E-MAIL ADDRESS: jlamar@jlanier.com
INSURED Thompson Tractor Co. Inc. 2401 Pinson Valley Highway Birmingham, AL 35217	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Compa 18535 INSURER B: Great American Insurance Compan 18881 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSURANCE	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO292322300	02/01/2017	02/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP292522400	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		TUU834481813	08/15/2018	08/15/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC292522100-AOS WC252522200-FL	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEES \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate holder is included as additional insured for general liability, automobile liability as required by written contract to the provisions and limitations of the policies. The general liability, automobile liability will be primary and noncontributory. All policies provide the certificate holder with 30 notice of cancellation except 10 for nonpayment.

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County 6478A Old Bethel Road Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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