

TAB 6



City of Palmetto Agenda Item

Meeting Date

11/21/11

Presenter: Jim Freeman

Department: City Clerk

Title: Contract between Eco Technologies and City of Palmetto

The City was awarded two \$250,000 for energy efficient enhancements as part of the Energy Efficiency Block Grant (EECBG) state program. This item is one of two tasks associated with the second energy grant the City received (ARS050 now #17676). As part of the grant, the City will start an alternate fuel demonstration program. The City is installing electric charging stations and purchasing plug-in hybrid vehicles to build community awareness about alternate fuel options. Once installed, the City will also install signs informing the public of these stations and "wrap" the city vehicles that are being purchased. Both charging stations will be located at City Hall in the 4 parking spaces fronting Bus/41 (behind the bus stop)

The City issued an Invitation to Bid (ITB) on September 19, 2011. Responses were due on October 19, 2011. The City received one response from Eco Technologies Inc.

The attached contract meets the requirements of the grant and has a not to exceed price of \$33,261. This not to exceed price includes a total of 2 Level II (240V) charging stations plus electrical installation and a 5 year network service plan. The estimated budget for this project was approximately \$35,000.

	Unit Cost	Qty	Total
CT 2021 Charger (Dual Port)	\$ 9,912	2	\$ 19,824
Installation	\$ 7,944	1	\$ 7,944
Network Service Plan	\$ 2,747	2	\$ 5,493
Total			\$ 33,261

Budgeted Amount:	Approximately \$35,000	Budget Page No(s):		Available Amount:	\$35,000	Expenditure Amount:	\$33,261
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Additional Budgetary Information:

This expenditure is being paid for from the grant dollars the City was awarded as part of the \$250k EECBG grant.

Funding Source(s):		Sufficient Funds Available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Source:	
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City Attorney Reviewed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input checked="" type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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Potential Motion/Direction Requested: Motion to approve and authorize the Mayor to execute the contract with Eco Technologies and the City of Palmetto for the installation of two (dual port) Level II charging stations in an amount not to exceed \$33,261.

Staff Contact: Jim Freeman

Attachments: Contract document

**Florida Energy Efficient Conservation
Block Grant Agreement 17676
(formerly ARS050)**

**City of Palmetto and
ECO Technologies Inc.**

November 14, 2011

**AGREEMENT
BETWEEN
CITY OF PALMETTO
AND ECO TECHNOLOGIES INC.**

This is an AGREEMENT between the City of Palmetto (OWNER) and Eco Technologies Inc. (CONTRACTOR).

SECTION 1- DEFINITIONS

Wherever used in this Agreement, the following terms have the meaning indicated which are applicable to both the singular and the plural thereof:

1.1 Grant

Grant shall be defined as the Energy Efficient Conservations Block Grant (EECBG) grant number 17676 (formerly ARS050) between the City of Palmetto and State of Florida Executive Office of the Governor, Florida Energy and Climate Commission. A copy of this grant document is on file with the City Clerk for the City of Palmetto.

1.2 Additional Services

Additional Services means the services to be performed or furnished to OWNER by CONTRACTOR as described in Section 4.1 of this Agreement.

1.3 Agreement

Agreement means this contract between the City of Palmetto and Eco Technologies Inc. for the purchase and installation of two (dual port) Level II charging stations model CT2021.

1.4 Project

Project means the services to be performed for or furnished to OWNER by CONTRACTOR as described in Section 2.1 of this Agreement.

1.5 Contractor

CONTRACTOR means Eco Technologies Inc. having a contract with OWNER to perform or furnish Basic or Additional Services (as approved) as contained in the Request for Proposal.

1.6 Intentionally Blank

1.7 Invitation to Bid (ITB)

Invitation to Bid (ITB) shall mean the document that was issued on September 19, 2011 with a response due date of October 19, 2011. A copy of the (ITB) and amendments is attached as **Exhibit A**.

SECTION 2 - CONTRACTOR RESPONSIBILITIES

2.1 Project Scope

CONTRACTOR shall provide to OWNER two Level II charging stations model (CT2021) including all installation and a 5-year network service plan on both units. Both charging stations will be installed at City Hall. The specific project scope and details of the (ITB) are attached hereto as **Exhibit B** and incorporated herein by reference.

2.2 Construction Phase

CONTRACTOR shall provide all necessary and required equipment until completion of the PROJECT. CONTRACTOR shall be the primary responder to the Florida Energy & Climate Commission for all services for the specific line item functions as defined in Section 2.1. CONTRACTOR shall report to Mr. Jim Freeman – Palmetto City Clerk – and shall coordinate all duties through his office.

2.3 Notice of Non-Compliance

CONTRACTOR shall give notice to the OWNER whenever CONTRACTOR becomes aware of any development that would cause non-compliance of the OWNER with respect to the terms of the GRANT or any defect or non-conformance in the work of CONTRACTOR or any sub-contractor.

2.4 CONTRACTOR shall comply with the requirements or any assurances contained in the (ITB), the CONTRACTOR's response to the (ITB), grant authorization, and any applicable federal, state or local law. This compliance requirement includes the requirements of **Attachment F**, attached hereto and incorporated herein by reference. In the event that Contractor, its employees, subcontractors, agents or assigns fails to comply with the requirements of this Section 2.4, CONTRACTOR shall reimburse the City for any costs, fees, and penalties incurred as a result of such failure.

2.5 Federal Law Provisions

The CONTRACTOR must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If CONTRACTOR does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

2.6 Buy American Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects involving construction, alteration, maintenance or repair of public buildings or

public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

2.7 Davis Bacon Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by CONTRACTORS and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

SECTION 3 - OWNER'S RESPONSIBILITIES

- 3.1 OWNER shall designate, in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to OWNER's services for the PROJECT provided that such actions are consistent with City Ordinances and adopted City rules and procedures and the terms of the grant award.
- 3.2 OWNER shall assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.3 OWNER shall arrange for access and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services under this Agreement.
- 3.4 OWNER shall provide accounting and cost estimating as required for the PROJECT; such legal services as OWNER may require or may reasonably request with regard to legal issues pertaining to the PROJECT, including any that may be raised by CONTRACTORS(s); such auditing services as OWNER may require to ascertain how or for what purpose any CONTRACTOR has used the monies paid under the AGREEMENT; and such inspection services as OWNER may require to ascertain that CONTRACTOR(s) are complying with any law, rule, regulation, or ordinance, code or order applicable to their furnishing and performing the work.
- 3.5 OWNER shall give written notice to CONTRACTOR whenever OWNER becomes aware of any development that affects the scope or timing of the PROJECT or any defect or non-conformance in the work of any Contractor.

- 3.6 OWNER shall furnish or direct CONTRACTOR to provide ADDITIONAL SERVICES as stipulated under Section 4.1 of this Agreement or other services as required.

SECTION 4 – OTHER CLAUSES

4.1 Additional Services

Additional services shall be defined as anything above and beyond the scope of services as contained in the PROJECT. All additional services must be authorized in writing by OWNER before any work of the CONTRACTOR can commence.

These services are not included as a part of PROJECT and shall be included as an Amendment to this AGREEMENT. An additional Scope of Services, with corresponding fee, will be proposed to OWNER at that time.

4.2 Standard of Care

The standard of care for all construction services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by professionals practicing under similar conditions at the time and in the same locality.

4.3 Prohibition Against Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee of CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person or company other than a bona fide employee of CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

4.4 Remedies

This AGREEMENT shall be governed by the laws of the State of Florida. Unless otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this AGREEMENT, or the breach thereof shall be filed in the courts in and for Manatee County, Florida.

4.5 Access to Records

The OWNER, the Florida Energy & Climate Commission and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions. CONTRACTOR recognizes that such books, documents, papers and records shall be subject to Chapter 119, Florida Statutes.

4.6 Retention of Records

CONTRACTOR shall return all records relating to this AGREEMENT to the OWNER after final payment and all other pending matters are closed.

4.7 Environmental Compliance

If this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The CONTRACTOR shall include this clause in any subcontracts over \$100,000.

4.8 Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

4.9 Conflicts with Other Clauses

If this AGREEMENT contains any clauses which conflict with the above clauses, then this AGREEMENT will be governed by the clause(s) in this section.

4.10 Notices and Contact

The representative of OWNER responsible for this AGREEMENT is Shirley Groover Bryant, Mayor, City of Palmetto, 516 8th Avenue West, Palmetto, FL 34221.

The representative of CONTRACTOR responsible for this AGREEMENT shall be Lydia Patton, Eco Technologies Inc., 2101 47th Street, Sarasota, FL 34234.

SECTION 5- AMOUNT AND TIMES OF PAYMENT

- 5.1 The fee to perform all services related to this AGREEMENT shall not exceed \$33,261 and is contained in the ITB submission from CONTRACTOR which is attached as **Exhibit B**. The specific items selected for this contract are listed below. The installation costs identified below is for two (2) Level II chargers.

	Unit Cost	Qty	Total
CT 2021 Charger (Dual Port)	\$ 9,912	2	\$ 19,824
Installation	\$ 7,944	1	\$ 7,944
Network Service Plan	\$ 2,747	2	\$ 5,493
Total			\$ 33,261

- 5.2 As payment for services in Section 2, OWNER shall pay CONTRACTOR 50% of the AGREEMENT amount at the time materials are ordered and 50% upon completion of the work.
- 5.3 In the event of non-payment of fees for services or costs according to this agreement, CONTRACTOR shall have the right to cease all further services for non-payment, after written notice to the OWNER and shall be relieved of future obligations until payment is received.

SECTION 6- Termination Clause

- 6.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 6.2 This AGREEMENT may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the CONTRACTOR is afforded the same notice and consultation opportunity specified in 6.1 above.
- 6.3 If termination for default is effected by the OWNER, an equitable adjustment in the price for this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the OWNER because of the CONTRACTOR's default.
- 6.4 If termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- 6.5 Upon receipt of a termination action under paragraphs 6.1 or 6.2 above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this AGREEMENT, whether completed or in process.
- 6.6 Upon termination, the OWNER may take over the work and may award another party the AGREEMENT to complete the work described in this AGREEMENT.

- 6.7 If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the AGREEMENT price shall be made as provided in paragraph 6.3 above.

SECTION 7- ADDITIONAL TERMS

- 7.1 CONTRACTOR shall release, indemnify, and hold harmless OWNER from and against any claims, fees, and costs including without limitation, reasonable attorney's fees and costs, which may be incurred by the acts of the party as a result of or related to activities pursuant to this AGREEMENT.
- 7.2 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.3 In the event that either party designates different representatives after execution of this AGREEMENT, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this AGREEMENT.
- 7.4 This Agreement constitutes the entire Agreement between OWNER and CONTRACTOR and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.5 Prior to starting any work, the awarded CONTRACTOR shall provide a copy of a Certificate of Insurance with the City of Palmetto named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.

All contractors performing services for the City of Palmetto are required to provide notification of Certificate of Insurance cancellation 30-60 days prior to cancellation.

It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements

A. Workers' Compensation / Employer's Liability

1. Worker's Compensation: meets statutory limits in compliance with the workers' compensation laws of the State of Florida.
2. Employer's Liability: \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).

B. Commercial General Liability – includes Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability

Coverage Includes: Premises / Operations
Products / Completed Operations
Contractual Liability
Independent Contractors
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate.

C. Business Auto Liability

Coverage Includes: Owned Autos
Leased Autos
Hired Autos
Non-owned Autos
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate

Professional Liability/E&O

Limit of Liability: \$1,000,000 minimum

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22th Day of the Month of November, 2011.

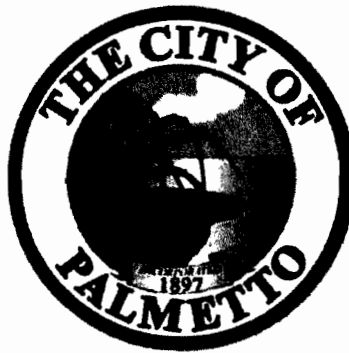
OWNER:

CONTRACTOR

Honorable Shirley Groover Bryant
Mayor
City of Palmetto

Lydia Patton
Controller
Eco Technologies Inc.

CITY OF PALMETTO
INVITATION TO BID
ELECTRIC VEHICLE CHARGING STATION



September 19, 2011

**Please Submit Response No Later Than
2:00pm EST on October 19, 2011**

1. BACKGROUND

The City of Palmetto has been awarded an Energy Efficiency Conservation Block Grant (EECBG). This grant will allow the City to promote energy efficiency by installing and integrating up to three (3) electric vehicle charging stations (EVCS) at various City locations.

The City may choose to install single-port or dual-port technology, or a combination of the two, up to a total of three charging stations.

The EVCS project will aid in meeting the City's environmental management responsibilities and the goal of reducing the City's carbon footprint. This Invitation to Bid (ITB) is being issued by the City of Palmetto to identify qualified Bidders who can provide a solution to attain this goal.

The City of Palmetto intends to enter into one contract with a qualified Bidder to provide the product and services outlined in this ITB.

1.1 Questions Prior to Closing Date

Submission of all questions should be emailed to Nixa Haisley at nhaisley@palmettofl.org no later than 5:00pm on Monday, October 3, 2011.

1.2 Action Resulting from Questions

Any interpretation, correction or change in the Invitation to Bid (ITB) documents after receipt will be made by email to all registered Bidders by means of a formal written list of questions and answers. The City shall not be responsible for any instructions or information given to Bidder orally.

2. INSTRUCTIONS FOR RESPONDENTS

2.1 Minimum Qualifications

Bidder must have experience installing electric vehicle charging stations and shall provide references for a minimum of three (3) prior projects for services performed similar in scope which were completed on time and within budget.

A reference must be someone who has personal knowledge of the bidder's performance. Reference must have been informed that they are being used as a reference and that the City may check references.

2.2 Examination of ITB Documents

Bidder shall promptly examine all of the ITB documents after receipt and report to the person named in 1.1 (Questions Prior to the Closing Date) of any errors, omissions or ambiguities discovered therein, or soon as possible or at least five (5) working days prior to the closing date.

Bidder must completely familiarize themselves with all of the terms and conditions that are contained within this document. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this project.

2.3 Bidders Understanding

Bidders shall make all investigation necessary to thoroughly inform themselves regarding the project, including visiting the work site to ascertain by inspection pertinent local conditions such as location, character and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. The City shall make available to all prospective bidders, prior to the receipt of Bids, any available information that may be requested. Any such data will be distributed to all prospective Bidders as the best factual information available, without presumption of responsibility for its accuracy or for any conclusions that the bidder may draw therefrom. The Bidder shall accept the site or sites in their present condition.

2.4 Bid Submission Deadline

Submissions are due by **2:00pm on October 19, 2011.** Refer to Section 2.5 for additional details regarding submission of your Bid.

2.5 Bid Submission Details

The City requires at minimum one (1) original and one (1) hard copy of all submission material to facilitate review. The City reserves the right to photocopy the submission for the purposes of review. Hard copies are to be clearly labeled "ITB EV CHARGING STATION" and received in City Hall no later than the ITB closing date noted in Section 2.3 to:

City of Palmetto
c/o Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221

2.6 Late Bids

Bids received after the date and time specified will not be considered. Bids submitted to an address other than as specified above will not be considered. Email Bids will not be accepted.

2.7 Discretion of the City

The City reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, the City reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission date may or may not be rejected by the City depending on available competition and current needs of the City. Bids will be reviewed for best value; the most responsive, responsible bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and who is fit and capable to perform the bid as made and best meets the interest of the City.

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the ITB.

To be a responsible bidder, the Bid shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

2.8 Announcement of Award

The successful Bidder will be advised that they have been identified as the party whom the City wishes to enter into contract negotiations for the supply of the Goods and Services. Unsuccessful Bidders will be informed, via email, shortly after the City has selected the successful Bidder.

3.0 BIDDER REQUIREMENTS

The Bidder must:

1. Be in good standing in the State of Florida and have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all requirements of this ITB.

2. Submit all necessary licenses, permits, certifications, approvals and authorizations necessary to perform the project.
3. Abide by State and Federal laws, and may be required to sign documents certifying compliance.
4. Comply with all provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), including 'Buy American' and Davis – Bacon Act wage rates, as applicable.
5. Comply with the requirements of the EECBG federal grant requirements applicable to Bidder.
6. Complete the project within the following timeframe:
 - a. After contract execution and receipt of purchase order, obtain all permits and develop installation plan within forty-five (45) days;
 - b. An additional 45 days will be allowed for charger installation;
 - c. Complete installation on or before February 29, 2012.

3.1 Scope of Services

The Bidder shall be required to furnish all labor, material and equipment necessary to complete the installation and integration of up to three (3) single and/or dual-port electric vehicle charging stations in various City locations for fleet vehicle use. As a condition of ARRA and EECBG reporting requirements, the EV charging station(s) must have the capability to capture data relating to the following performance and environmental metrics (detailed metrics are noted within Section 7.7):

- Fleet usage details (mileage per charge, charging patterns, fuel efficiency savings)
- Energy usage, cost per charge
- Greenhouse gas emissions offset

The locations of the charging stations will be:

- City Hall – 516 8th Avenue West
- Police Department – 1115 10th Street West

The selected technology must have the ability to be upgraded if/when the City chooses to introduce additional EVCS locations.

The Bidder(s) may use sub-Bidders to perform electrical and other construction functions to complete the installation of EVCS units.

Bidder shall contact the authorized City representative prior to commencing work to review timeline and clarify site access issues.

Bidder must keep the City advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City to cancel the contract.

3.2 Completion

The Bidder will complete installation of all charging station by February 29, 2012. If possible, Bidder is encouraged to install charging stations sooner.

3.3 Specifications

1. Standard Compliance:

If there is a conflict between the stated requirement and the SAE, NEC and UL standards listed, the more stringent requirements, providing the greatest value to the City will prevail.

- a. Level II connector complies with Society of Automotive Engineers (SAE) J-1772 standards and applicable NEC codes
- b. Compliant with Society of Automotive Engineers (SAE) J2836 and 2847, and upgradable for enhanced vehicle-to-grid communication
- c. Unit validated and certified by Underwriters Laboratories (UL) or equivalent certification
- d. Enclosure compliant with International Electrotechnical Commission (IEC) 61851
- e. Unit compliant with National Electrical Code (NEC) 625

2. Operating Environment Standards:

- a. Level 2 Charging defined below:

Charge Method	Nominal Supply Voltage (Volts)	Maximum Current (Amps-continuous)	Branch circuit Breaker rating (amps)
AC Level 2	208 to 240 V AC, 1-phase	≤80 A	Per NEC 625

- b. Ambient temperature: at least 0°F to 120°F during operation, at least 0°F to 150°F during storage
- c. Sun proof and water proof
- d. Security of design: tamper-proof and vandalism-proof

3 Physical Specifications:

City will most likely install bollard style chargers; however, bidder should include pricing for wall or post mount also.

- a. Exterior:
 - (1) Ability to withstand indoor or outdoor environment;
 - (2) Can be mounted to the ground, a wall, or a post;
 - (3) All EVCS measurements shall be included for ground, pole, and wall mount technologies.
- b. Charging Cord and Connectors:
 - (1) Level II connectors;
 - (2) Included – attached to Electric Vehicle Charging Station (EVCS) with ability to be replaced in case of damage;
 - (3) Cord length at least 18 feet;
 - (4) Ability to lock and release cord to avoid theft.
- c. Authorization of Users:
 - (1) Users authorized with secure method [e.g., RFID (radio-frequency identification) card reader]

4 Internal Technology:

- a. Physical Hardware:
 - (1) Wiring, hardware, circuitry and internal components to charge an all-electric vehicle, plug-in hybrid electric vehicle.
 - (2) Circuit card interface device (CCID) to recognize RFID card.
 - (3) Ground Fault Circuit Interrupter (GFCI) to prevent electrocutions.
 - (4) Utility grade metering - energy metering chip.
 - (5) Supplemental surge protection
- b. Software:
 - (1) Wireless interface.
 - (2) Internal computer has sufficient memory capacity for future upgradability.
 - (3) Designed for a distributed, connected environment.
 - (4) Data communications architecture supports smart charge management applications.
 - (5) Firmware upgrade can be performed remotely and without disrupting EVCS service.
 - (6) Interoperability with existing car navigation system to display available stations.
 - (7) System contains the necessary connectivity and software upgradability capable of operating with impending vehicle-to-grid technology.
- c. User Interaction:
 - (1) Unit with capability to be accessed by non-subscribers (i.e., with phone number).
 - (2) Driver/City Fleet Management Dept. notification of level of charge/interruption of charge.
 - (3) Complete EV usage details.

5 Network Management:

a. Web Portal / Hand-Held Device:

- (1) Opening of EVCS units remotely;
- (2) Management of subscription plans and policies;
- (3) Billing and reconciliation for hosts and subscribers;
- (4) Ability to set individual and group EVCS preferences/impose policies;
- (5) Ability to schedule numerous charges;
- (6) Real-time control in case of need to override a charging profile;
- (7) Generation of reports for users, owners, utilities;
- (8) Communication to users via text message, emails and web portal;
- (9) Remote system monitoring via web portal;
- (10) Remote system monitoring via notification on:
 - (a) Whether unit is in use/not
 - (b) When unit is finished charging
 - (c) When charging interrupted
 - (d) When EVCS is connected to battery, unit notifies user of need for charge
 - (e) If operational failure is encountered.

b. Network Data Security:

- (1) Web portal network secured (AES-128/256 encryption – meets U.S. Federal Information Processing Standardization (FIPS) PUB 197)
<http://csrc.nist.gov/publications/fips/fips197/fips-197.pdf>

c. Load Management:

- (1) Ability to work with utility programs such as demand response plans, off-peak plans, etc., to reduce energy costs.
- (2) Remote load management enabled by network connection.
- (3) Host control can set policies including load limiting.

6. Product Safety

- a. Ability to stop flow of power through unit when not in use.
- b. Over-current protection to prevent vehicles from drawing too much power.

7. Data Collected

a. Battery electric Vehicle (BEV) vehicle information including

- (1) Vehicle Identification Number (VIN).
- (2) State of charge before and after a charging session

b. EVCS information including:

- (1) Station utilization rate during various times of the day and days of month
- (2) Charging data (subscriber, location, kWh, and start/stop time) for each charging session
- (3) Station status and health monitoring during various times of the day and days of month

- (4) Number of GFCI (ground fault circuit interrupter) Trips and Resets
 - (5) Plug out detection and handling
 - (6) Over current detection and handling
 - (7) Number of reboots due to power outage or circuit breaker tripping and resetting
 - (8) Tampering data (e.g., someone illegally prying the door open)
 - (9) Plug insertions/extractions
 - (10) Amount of fuel savings
 - (11) Amount of greenhouse gas emission savings
 - (12) Number of times circuit loading and balancing were required
 - (13) Inventory of stations (location, hardware/software version, model type, etc.)
 - (14) Demand response events.
 - (15) Fleet Management related:
 - (a) Who has the fleet car been checked out by?
 - (b) Which fleet cars are plugged in or not?
 - (c) When the fleet car is expected back?
 - (d) Which fleet car is fully charged or not?
- c. Usage information includes time, energy consumption, current stored energy load in batteries currently connected to EVCS's, maximum amount of energy that will be charged based on battery size and Green House Gas (GHG) emissions.
- d. System collects time and dates of charging activity, demand response events, and vehicle information (must comply with all State and Federal standards and regulation).

3.4 Customer Service Support

Bidder shall provide customer support service (telephone, web interface or e-mail) during normal business hours (8:00 AM – 5:00 PM Eastern Standard Time) to City authorized representatives during the warranty and extended service plan period. Bidder technicians shall be available for trouble-shooting with City representatives during normal business hours. For web support, 24x7 availability must be provided.

3.5 Performance Warranty

Work performed under the contract shall meet all applicable requirements of the latest adopted version of the National Electrical Code and the Florida Building, Plumbing and Mechanical Codes. The Bidder shall guarantee all work included in the contract against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within the period of two years after completion of work. The warranty period shall commence upon date of completion and acceptance by the City.

3.6 Material Warranty

Equipment, material and parts furnished under the contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Bidder shall warrant that all materials and equipment included in such work will be new except where indicated otherwise in contract documents. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable.

The warranty period for the Bidder provided materials shall be for a period of two (2) years after completion of the installation. The manufacturers' warranty period shall commence upon date of acceptance by the City. Bidder shall provide the Owner and authorized City representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

3.7 Extended Service Plan

Bidders shall provide an extended service plan that includes repair or replacement of EVCS as necessary to correct any defects or failures. The extended service plan must include all materials, any regular maintenance, equipment, tools, labor or incidentals to complete such repairs or replacements, including site visits.

3.8 Responsibilities of the Bidder

- a. The City expects each Bidder to provide good quality work and to complete project within the scheduled completion date.
- b. The Bidder must comply with all applicable laws, ordinances, and codes of the local, state and federal government and must, at their own expense, secure and pay the fees or charges for all permits required for the performance of the contract work.
- c. The Bidder is responsible for all damages to persons or property that occurs as a result of their fault or negligence in connection within the execution of the work. The Bidder is responsible for the proper care and protection of all work performed until the completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.
- d. The safety provisions of applicable laws and building and construction codes are observed and the Bidder must take such additional safety and health measures as the City may determine to be reasonable and necessary. Machinery, equipment and all hazards must be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Bidders of America, Inc. to the extent that such provisions are not in conflict with applicable local, state or federal laws. The Bidder must maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work under the contract. The Bidder must promptly furnish the City with reports concerning those matters.

- e. The Bidder(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the parking facilities.
- f. Bidder(s) work shall be performed Monday through Friday from 8:00AM to 5:00PM.
- g. The contract may be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.
- h. Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the Bidder, the proper utility agency and business shall be consulted. Bidder shall comply with all legal requirements for location of utilities.

3.9 Inspection, Standards & Workmanship

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Bidder to remove any employee from work that the City deems incompetent or careless.

Further, the City will, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Bidder from any responsibility regarding defects or other failures to meet the contract requirements.

All work shall be performed according to the standards of the building industry and to the complete satisfaction of the City. All work shall conform to the Florida Building Code, as adopted by the City of Palmetto and be inspected by City and/or County officials as required by the applicable building code(s).

3.10 Unsatisfactory Performance

The City may consider the following performance by the Bidder as unsatisfactory performance. An unsatisfactory performance determination shall not be limited to:

- a. Failure to complete all aspects of signed contract and attached scope of work and provide functioning charging stations in compliance with all specifications.
- b. Failure to complete final punch list from owner and City representative.
- c. Failure to provide warranty documentation on EVCS units.
- d. Failure to comply with the requirements of the federal EECBG grant.

4.0 GENERAL TERMS & CONDITIONS

4.1 Termination of the ITB

The City may terminate this ITB for any reason at any time without liability to any other Bidder for the cost of preparing and submitting a Bid.

4.2 Contractual Obligations

The ITB neither expresses nor implies any obligation on the part of the City to enter into a contract with any Bidder submitting a Bid.

4.3 Indemnification of the City

Bidders agree to indemnify and hold harmless the City, its officers, director, volunteers, successors, and assigns from and against any and all direct loss, liability, claim, damages, or expenses (including legal fees on a complete indemnity basis), which may be brought against the City by any third party pertaining to the goods and services that are the subject of this ITB.

4.4 Sub-Contracting

It is understood and agreed that the Bidder will be an independent Bidder and that employees or agents of the Bidder or sub-Bidders identified in the submission will perform all services. Over the duration of the services Bidders shall not assign the performance of the services to other Bidders, Bidders or agents not included in their submission as part of their proposed tem, without the owners' written consent.

4.5 Storage of Materials

The Bidder must provide secure storage of all materials and assumes responsibility for all associated material.

4.6 Previous Communications between the City and Bidders

This ITB document contains the entire requirements relating to this Invitation to Bid. Other information and/or documentation provided to the Bidder or obtained by the Bidder prior to the release of this ITB shall not have any force or effect.

4.7 Proprietary Information in Bid

It is recognized that Bids submitted might contain unique concepts and ideas. If Bidders require that any concepts, ideas or materials arising from their Bids be considered proprietary, such material must be clearly marked and its proprietary nature specified at the time of submission, otherwise the City is not precluded from using these concepts, ideas or materials.

4.8 Governing Law

It is agreed and understood by both parties that the laws of Florida as applicable govern this ITB and any potential subsequent agreements.

4.9 Clarification of Intent

Without prejudice to the City's right to reject submissions of non-compliance, the City reserves the right to request clarification in writing where the Bidder's intent is unclear or to request amendment where, in the City's opinion, minor non-compliance is involved. In addition, the City may require additional information from Bidders, at its discretion.

4.10 No Payment

There will be no payment to Bidders for work related to and materials supplied in preparation and presentation of their responses to this ITB.

4.11 Amendments to Bids

After the ITB closing date, amendments to the Bidder's Bid will not be accepted. However, during the evaluation representatives of the evaluation team may, at their discretion, submit questions or conduct interviews with Bidders to obtain clarification.

4.12 Response Team

The Bidder must certify that the Bid is irrevocable by the Bidder and will remain in effect and open for acceptance for a period of two (2) months following the ITB closing date. The Bidder cannot change the pricing or the structure of the proposed terms and conditions during this period.

4.13 Publicity

The successful Bidder agrees to participate in and support publicity of the project(s) to enhance public knowledge and awareness of energy conservation.

4.14 Irrevocable Offer

Any Bid may be withdrawn up until the date and time set for opening of the Bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to the City of Palmetto the goods and/or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City.

4.15 Public Records

The applicant understands that upon receipt of the Bid by the City, the proposal documents become a "public record", as defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with that Chapter.

4.16 Protection of Property

The successful bidder shall at all time guard against damage or loss to the property of the City of Palmetto or of other Bidders or sub-Bidders and shall be held responsible for replacing or repairing any such loss or damage. The City of Palmetto may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents. The Bidder shall be responsible to safeguard all of their property such as tools and equipment while on site. The City of Palmetto will not be held responsible for any loss of Bidder property due to theft or vandalism.

4.17 Damage to Persons or Property

The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the Bidder, and he/she shall save the City and political unit thereof harmless from all claims made on account of such damages.

4.18 Character of Workmen and Equipment

All workers provided by the Bidder for work hereunder, shall be the best available for the kind of work performed. Any person employed by the Bidder whom the Purchasing Agent or designee may deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Purchasing Agent be removed from the job, and shall not again be employed under this contract.

4.19 Safety

Bidder shall provide all equipment and tools which shall be the appropriate type for the task to which its use has been assigned and shall be well maintained, calibrated, and in proper working order before use in the performance of the service. Bidder shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Bidder shall maintain a safe work environment at all times. Bidder shall report immediately to City authorized representative the existence of unsafe condition(s), which will compromise the performance of the service. All Bidders and sub-contractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) Standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Bidders and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.20 Codes and Regulations

The Bidder must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal Safety regulations for grounding of electrical equipment and for lockout/tagout/processes.

Bidder certifies that all material, equipment, processes, etc., contained in this bid meets all OSHA, ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered and/or inspected is found to be deficient in any of the aforementioned requirements in effect on date of delivery, all cost necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the Bidder.

4.21 Certification, Licenses and Permits

Bidder must submit with bid a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board. It shall also be the responsibility of the vendor to submit, prior to commencement of work, any and all permits required to complete this contractual service at no additional cost to the City. It is the responsibility of the successful bidders to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Bidder must bear all costs of permits required for this project. Failure to meet any of these requirements shall be considered default of contract.

4.22 On Site Inspection

An inspector may be designated by the City through the Purchasing Agent. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Bidder.

4.23 Price/Acceptance/Delivery

Time is of the essence and the delivery time specified must be adhered to. Should the successful bidder, to whom the contract is awarded, repeatedly fail to deliver on or before the specified time, the City reserves the right to cancel the contract. If the successful bidder shall be delayed in the delivery by reason of unforeseeable causes beyond their control and without fault or negligence, including, but not restricted to, acts of God, the period herein specified for delivery shall be extended by such time as shall be approved by the Purchasing Agent.

4.24 Inspection and Payment

Partial billing will not be accepted. The City will pay 100% of the contract price after all items have been delivered and accepted. Payment shall be made in accordance with Florida Statutes 218, Florida Prompt Payment Act. Payment for accepted equipment will

be accomplished by submission of an invoice to: City of Palmetto, PO Box 1209 Palmetto, FL 34220. Phone: 941/723-4570.

4.25 Federal and State Tax

The City of Palmetto is exempt from Federal Tax and State Tax for Tangible Personal Property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Bidders or sub-Bidders doing business with the City of Palmetto shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Bidder be authorized to use the City's tax Exemption Number in securing such materials.

4.26 Legal Requirements

Bidder shall comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

- a. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Bidder/sub-Bidder and the City of Palmetto for any terms and conditions not specifically stated in the Invitation to Bid.
- b. The obligations of the City of Palmetto under this award are subject to the availability of funds lawfully appropriated for its purpose.
- c. This Invitation for Bid shall be included and incorporated in the final award. Any and all legal action necessary to enforce the award will be held in the City of Palmetto and the contractual obligations will be interpreted according to the laws of Florida.

4.27 Non-Discrimination

Firm shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for employment, selection or service delivery.

4.28 Right to Terminate

The City may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, and does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the successful bidder violates any of the provisions of the contract, the City may serve written notice upon such bidder of its intention to terminate the contract. Such notice shall state the reason for such intention to terminate

the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and Bidder surety, if any, shall be forfeited. Provisions City's Code of Ordinances relating to suspension and debarment may be applied.

4.29 City as Gatekeeper of Documents

This document is issued directly by the City of Palmetto and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The City is not responsible for any solicitations advertised by subscribers publications, or other sources not connected with the City and the bidder should not rely on such sources for information regarding any solicitation made by the City of Palmetto.

4.30 City Clerk as Referee

The City Clerk is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

4.31 Bankruptcy/Insolvency

At the time of submittal of bid, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

4.32 Independent Bidder Relationship

The successful bidder(s) is and shall be, in the performance of all work, services and activities under the contract, and independent Bidder and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision and control.

4.33 Preparation Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Invitation to Bid.

4.34 Non Collusion

Bidder certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Following submission of a bid, the Bidder agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the submittal and/or the Bidder, including the Bidder's affiliates, officers, directors, shareholders, partners and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Bidders. It is the responsibility of a Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor their advisors provide any assurances as to the accuracy of any information in this ITB. Any reliance on the contents of this ITB, or on any communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any submittal conforming to these requirements will be selected for consideration, negotiation or approval.

The City and its representatives shall have no obligation or liability with respect to this ITB, or the selection and award process. Neither the City nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this ITB. All costs incurred by Bidder in preparing and responding to this ITB are the sole responsibility of the Bidder. Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any bid submitted pursuant to this ITB is at the sole risk and responsibility of the party submitting such bid.

This ITB is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the ITB is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the ITB, the provisions of this Disclosure and Disclaimer shall govern.

5. BIDDER(S) INSURANCE

5.1 Insurance Requirements

The awarded Bidder must procure and maintain for the life of the contract agreement insurance coverage obtained and written in the State of Florida of the following types and amounts:

- a. **Worker's Compensation Insurance:** Worker's compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$100,000.00. Bidder shall ensure that all sub-Bidders comply with this requirement.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list, and/or disbarment or suspension from doing business with the City.

4.35 Conflict of Interest

The award hereunder is subject to provisions of State Statutes and City Ordinance. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Palmetto. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

4.36 Public Entity Crimes

As required by Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder 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 a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a Bidder, supplier, sub-contractor, or Bidder under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted Bidder list. Any person must notify the City within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

4.37 Drug Free Workplace

The City of Palmetto is a Drug Free Workplace. It is required that the attached Drug Free Workplace Form be signed and returned to this office with the bid.

4.38 Disclosures and Disclaimers

Any action taken by the City in response to bids made pursuant to this ITB or in making any award or failure or refusal to make any award pursuant to such submittals, or in any cancellation of award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or their advisors.

In its sole discretion, the City may withdraw this ITB either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the ITB. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bids in response to this ITB.

- b. **Comprehensive General Liability:** This occurrence form policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this contract. The minimum amount of coverage shall be \$1,000,000.00 Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
- c. **Automobile Liability:** Insurance must be an occurrence form policy and minimum amount of coverage shall be \$300,000.00, Combined, Single Limit for Bodily Injury and Property Damage Liability. This policy shall be an "Any Auto" or Comprehensive policy.

Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Bidder's Agreement or Indemnity.

The City of Palmetto must be named as additional insured on all applicable policies.

Certification of Insurance covering the aforementioned insurance requirements must be submitted prior to the signing of a contract and maintained current on file with the City during the contract period. Thirty days written notice must be provided to the City in the event of insurance cancellation.

Bidder shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all sub-contractor who are engaged in work.

6.0 FEDERAL REQUIREMENTS

This project is funded by the United States Department of Energy under an Energy, Efficiency and Conservation Block Grant (EECBG). Accordingly, the Bidder must comply with the following grant requirements:

- 1. General
 - a. These contract provisions shall apply to all work performed on the contract by the Bidder's own organization and with the assistance of workers under the Bidder's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
 - b. Except as otherwise provided for in each section, the Bidder shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Bidder shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with these Required Contract Provisions.

- c. A breach of any of the stipulations contained in these Federal Requirements shall be sufficient grounds for termination of the contract.

2. Registration

No later than ten (10) days after execution of a contract, the Bidder must obtain a DUNS number, or update its existing record, and be registered with the Federal Central Bidder Registration (CCR).

3. Program Guidance

Additional information, frequently asked questions, labor clauses and other related information can be found at <http://www1.eere.energy.gov/wip/guidance.html>.

4. ARRA Funds

Grant funds are funded through the American Recovery and Reinvestment Act (ARRA). Bidder shall keep separate accounting records for ARRA funds and ensure that those records comply with the requirements of ARRA

6.1 Federal Law Provisions

The Bidder must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If Bidder does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

6.2 Buy American Requirements

The Bidder must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects involving construction, alteration, maintenance or repair of public buildings or public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

6.3 Davis-Bacon Act Requirements

The Bidder must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by Bidders and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

7.0 SUBMITAL AND PROCESS

All bidders are asked to review Section 2.4 and 2.5 of this document to ensure their response arrives at the designated time and place. It is the responsibility of the bidder to insure that all pages are included; therefore, all are advised to closely examine this package and refer to the Checklist provided.

All Bids must be submitted on the City's form and all forms on the Checklist must be included; signatures are required where indicated.

It is the responsibility of each bidder to ensure that they receive all addenda. The City shall have no responsibility to provide addenda issued under this ITB. The Purchasing Department will attempt to update all vendors that have submitted the Registration Form to the City.

7.1 Selection of Bidder with Whom to Contract

The selection of a bidder with whom to contract shall be based on the "best value to the City" using the following criteria:

- a. Proposed articles in relation to requirements and specifications
- b. Capacity to perform in terms of facilities, personnel and financial viability,
- c. Amount of the bid in relation to the needed goods, services or construction,
- d. Past performance,
- e. Skill and experience,
- f. The content of the bid, and
- g. Timeframe for installation

7.2 Dispute and Complaint

All complaints or grievances during the ITB process should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the bidder. If the bidder is dissatisfied with the remedies, they may then make a written appeal, in accordance with Section 2-63 of the City Code. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

END OF DOCUMENT



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941) 723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

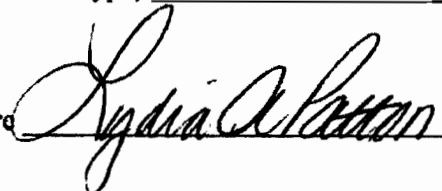
ELECTRIC VEHICLE CHARGING STATION REGISTRATION FORM

Company Eco Technologies Inc. dba Eco Solar, Inc (General Contractor),
Rayco Electric, Inc. (Electrical Contractor) Date 10/17/2011
Address 2101 47th Street Phone (941) 364-5900
City Sarasota, State FL Zip 34234 Fax (941) 365-8881
Federal Id # 26-0697639 OR Social Security # _____
Internet Address www.EcoTechnoUSA.com
Contact Person for Project Ken Stokes
Email Address Ken@EcoTechnoUSA.com

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer so far as known, is now debarred or otherwise declared ineligible to bid on materials, supplies or services for the City of Palmetto.

I understand that ultimately it is the responsibility of Bidder to ensure receipt of all addenda.

Name (print or type) Lydia Patton on behalf of Eco Technologies, Inc. Title Controller

Signature  Date 10/17/2011

Pursuant to Section 119.071(5), Florida statutes, the City of Palmetto collects your social security number for the following purposes: classification of accounts, identification and verification, credit worthiness, billing and payments, data collection, reconciliation, tracking, benefit processing and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

If you intend to respond to this solicitation, this form should be emailed to nhaisley@palmettofl.org or faxed to 941/723-4576 by 5:00pm on Monday, October 3, 2011.



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941) 723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

**ELECTRIC VEHICLE CHARGING STATION
BID FORM (Revised 3-Page)**

Company Name: Eco Technologies, Inc. (GC) with Rayco Electric Inc. (EC)

Item Description	Qty	Unit Cost	Extended Cost
1. 240v Level II Bollard/Pedestal Stations Single-Port w/18' Cord <u>Model: CT2001</u> 3 each	3 each	\$ <u>7,078.67 *</u>	\$ <u>21,236.01 *</u>
Single-Port w//Retractable Cord (if available) 3 each	3 each	\$ <u>N/A</u>	\$ <u>N/A</u>
Proposed Mfr/Models <u>Coulomb Technologies, Inc.</u> / CT2001 (Bollard) - GPRS-SIM1-Lock-CCR-EW5GW			
Name/version of software or program(s) proposed: <u>Coulomb Charge Point Station Manager Secure Website Portal</u>			

	City Hall (2 Stations)	Police Department (1 Station)
Installation Cost (Electrical, Permitting & Commissioning)	\$ <u>7,944.00</u>	\$ <u>4,806.00</u>

2. 240v Level II Bollard/Pedestal Stations Dual-Port w//18' Cord <u>Model: CT2021</u> 3 each	3 each	\$ <u>9,912.00 *</u> ✓	\$ <u>29,736.00 *</u>
Dual-Port w//Retractable Cord <u>Model: CT2025</u> 3 each	3 each	\$ <u>12,618.67 *</u>	\$ <u>37,856.01 *</u>
Proposed Mfr/Models <u>Coulomb Technologies, Inc.</u> / CT2021 (Std. Bollard Mount)-GPRS-SIM1-CCR-EW5GW CT2025 (Bollard w/Top Lamp, Retractable Cord)-GPRS-SIM1-CCR-EW5GW			
Name/version of software or program(s) proposed: <u>Coulomb Charge Point Station Manager Secure Website Portal</u>			

	City Hall (2 Stations)	Police Department (1 Station)
Installation Cost (Electrical, Permitting & Commissioning)	\$ <u>7,944.00</u> ✓	\$ <u>4,806.00</u>

Extended Service Plan EW5GW - 5 Year Warranty Parts Only (Included in equipment prices above *) (See Labor Rates below)

Bidders shall provide an extended service plan that includes repair or replacement of EVCS as necessary to correct any defects or failures. The extended service plan must include all materials, any regular maintenance, equipment, tools, labor or incidentals to complete such repairs or replacements, including site visits. Parts shall be provided at cost to the City.

3. Hourly labor charge for non-warranty repairs during normal business hours:	\$ <u>80.00/Hr</u>
4. Hourly labor charge for non-warranty repairs after hours, weekends and holiday:	\$ <u>80.00/Hr</u>
5. Network Service Plan (5-Years): <u>Commercial & Fleet Manager - 5 year Pre-pay</u>	CT2001 - \$1533.33/unit CT2021 - \$2746.67/unit ✓ CT2025 - \$2746.67/unit

Bid Form (continued)

Bidder shall provide manufacturers' warranties on all purchased EVCS for a *minimum of two (2) years*. The warranty will commence on the date of installation completion and final acceptance by the City. The warranty must include all materials, equipment, tools, labor and incidentals necessary to complete such repairs or replacements including site visits.

Please submit warranty information and product literature.

See Attached

Installation Completion Date: February 29, 2012

Company: Eco Technologies Inc. Federal ID #: 26-0697639

Authorized by: Lydia Patton on behalf of Eco Technologies Inc., Controller
Print Name & Title

Address: 2101 47th Street, Sarasota, FL 34234

Street

City, State

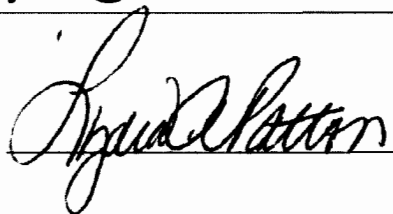
Zip Code

Telephone: 941-364-5900

Fax: 941-365-8881

E-Mail: Lydia@EcoTechnoUSA.com

Signature



Date 10/17/2011

Proposal

Page No. of Pages

RAYCO ELECTRIC, INC

No 20002

603 18th Ave W.
Bradenton, FL 34205

TEL: (941) 747-1968

FAX: (941) 746-8149

EC# 13001486

PROPOSAL SUBMITTED TO Eco Technologies (Attn. Ken)		PHONE 941-726-9202 Cell	DATE October 18, 2011
STREET 2101 47th Street		JOB NAME City of Palmetto Police Department	
CITY, STATE AND ZIP CODE Sarasota, FL 34234		JOB LOCATION 1115 10th St. w.	
ARCHITECT	DATE OF PLANS	Palmetto, FL 34221	JOB PHONE

We hereby submit specifications and estimates for:

REVISION**OPTION #2**

- * Wire and Install (2) 208v/40a circuits for dual car chargers at the front of building
- * Install (1) 18" X 18" X 18" concrete base
- * Install (1) bollard
- * Install car charger which is Supplied by Others.
- * Includes Permitting
- * 2-Year Warranty on workmanship
- * Surge Protection is recommended but not included in this Proposal as the class of surge needs to be established which will determine pricing.

Option #2

\$4,256.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Four-thousand two-hundred fifty-six dollars (\$4,256.00).

Payment to be made as follows:

Total amount due upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature*Raymond E. Zaleska*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Proposal

Page No. of Pages

RAYCO ELECTRIC, INC603 18th Ave W.
Bradenton, FL 34205

TEL: (941) 747-1988

FAX: (941) 746-8149

EC# 13001486

No 20003

PROPOSAL SUBMITTED TO Eco Technologies (Attn. Ken)		PHONE 941-726-9202 Cell	DATE October 18, 2011
STREET 2101 47th Street		JOB NAME City of Palmetto City Hall	
CITY, STATE AND ZIP CODE Sarasota, FL 34234		JOB LOCATION 1115 10th St W	
ARCHITECT	DATE OF PLANS	Palmetto FL 34221	JOB PHONE

We hereby submit specifications and estimates for:

REVISION

- * Furnish and install conduit and wiring for (2) dual 208V/40a car charges
- * Car chargers are Supplied By Others
- * Install (2) concrete boxes 18" X 18" X 18"
- * Install (2) bollards
- * Directional bore from building to the front parking lot
- * Install car chargers which are Supplied By Others
- * Includes Permitting
- * 2-Year Warranty on workmanship
- * Surge Protection is recommended but not included in this Proposal as the class of surge needs to be established which will determine pricing.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
Six-thousand eight-hundred forty-four **\$6,844.00**

Payment to be made as follows:

Total amount due upon completion.

dollars (\$ _____).

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature*Raymond E. Falske*Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

ELECTRIC VEHICLE CHARGING STATION REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Eco Technologies , Inc. dba Eco Solar, Inc.

Client: 618 E. South St., LLC Service dates: From: 6/11 To: 9/11

Contact person: Curt Stivers Title: Principal

Contact telephone number: 407-839-1070

Address: 801 N. Orange Ave., #530, Orlando, FL 32801

Name of Project: GAI Building

Project Location: 618 E. South Street, Orlando, FL 32801

Description of Project and Models installed: Mixed Commercial Building

(3) CT2101 Charging Stations

(1) CT2103 Charging Station

Budget and Timeline of Project:	<u>\$17,392.00</u>	<u>6/2011</u>	<u>9/2011</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

ELECTRIC VEHICLE CHARGING STATION REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Eco Technologies , Inc. dba Eco Solar, Inc.

Client: Finergy Group Service dates: From: 9/11 To: 10/11

Contact person: Gabor Sztuska Title: Project Manager

Contact telephone number: 941-536-4655

Address: 975 University Parkway, Sarasota, FL 34234

Name of Project: Hampton Inn Suites Sarasota

Project Location: 975 University Parkway, Sarasota, FL 34234

Description of Project and Models installed: _____

(2) CT2101 Charging Stations with signing.

Budget and Timeline of Project:	<u>\$4100.00</u>	<u>10/2011</u>	<u>10/2011</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

**ELECTRIC VEHICLE CHARGING STATION
REFERENCES AND PRIOR EXPERIENCE**

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Eco Technologies Inc. dba Eco Solar Inc.

Client: Topazfish LLC Service dates: From: 8/11 To: 8/11

Contact person: Tom Stockebrand Title: Engineer

Contact telephone number: 941-224-2061

Address: 504 Pine Ave., Anna Maria Island, FL 34216

Name of Project: Anna Maria Island Green Village

Project Location: 504 Pine Ave., Anna Maria Island, FL 34216

Description of Project and Models installed: Green Village - Sears Bldg.

(1) CT2101 Charging Station and Signage

Budget and Timeline of Project:	8/2011	8/2011
	Budget	Start Date
		End Date

Please complete one (1) form for each Reference.

ELECTRIC VEHICLE CHARGING STATION REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Rayco Electric Inc.

Client: Pineapplefish LLC Service dates: From: 8/11 To: 8/11

Contact person: Dan Gagne Title: President of Gagne Construction

Contact telephone number: 941-778-3215

Address: 503 Pine Ave., Anna Maria Island, FL 34216

Name of Project: Anna Maria Island Green Village

Project Location: 503 Pine Ave., Anna Maria Island, FL 34216

Description of Project and Models installed: Historic Village

Wire and install Charge Point Networked Car Charging Station
(CT2101)

Budget and Timeline of Project:	<u>\$ 948.86</u>	<u>8/2011</u>	<u>8/2011</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

**ELECTRIC VEHICLE CHARGING STATION
REFERENCES AND PRIOR EXPERIENCE**

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Rayco Electric Inc.

Client: Cox Chevrolet Service dates: From: 9/11 To: 9/11

Contact person: Joe McDonald Title: Service Manager

Contact telephone number: 941-749-2620

Address: 2900 Cortez Rd., W, Bradenton, FL 34207

Name of Project: Cox Chevrolet

Project Location: 2900 Cortez Rd., W, Bradenton, FL 34207

Description of Project and Models installed: _____

Wire and install 240v/20a Volt Car Charging System

for Chevrolet electric vehicles

Budget and Timeline of Project:	<u>\$ 718.84</u>	<u>9/2011</u>	<u>9/2011</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

ELECTRIC VEHICLE CHARGING STATION REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) EVCS projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Rayco Electric Inc.

Client: Cox Chevrolet Service dates: From: 9/11 To: 9/11

Contact person: Joe McDonald Title: Service Manager

Contact telephone number: 941-749-2620

Address: 2900 Cortez Rd., W, Bradenton, FL 34207

Name of Project: Cox Chevrolet - 2nd Install

Project Location: 2900 Cortez Rd., W, Bradenton, FL 34207

Description of Project and Models installed: Second Install

Wire and install 240v/20a Volt Car Charging System

for Chevrolet electric vehicles

Budget and Timeline of Project: \$ 718.84 9/2011 9/2011

Budget

Start Date

End Date

Please complete one (1) form for each Reference.


Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- (c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Company Name: Eco Technologies Inc.

Authorized By: 
(Sign)

Lydia Patton
(Print Name)

Title: Controller

Date: 10/17/2011

BUY AMERICAN CERTIFICATION

Section 1605 of the American Recovery and Reinvestment Act states that:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the (Name of Construction Contract) to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Eco Technologies, Inc.

Name of Bidder

10/17/2011

Date

Signature of Authorized Official

[Handwritten Signature]
on behalf of Eco Technologies Inc.

PROPOSERS CERTIFICATION

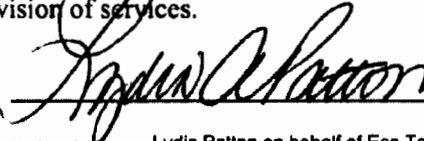
STATE OF Florida

COUNTY OF Sarasota

I, Lydia Patton, of Eco Technologies Inc. (name of company),
proposing to furnish the following described materials, equipment, and/or services to the City of Palmetto
(the "CITY") Electric Vehicle Charging Stations
in response to ITB Electric Vehicle Charging Station:

HEREBY CERTIFIES THAT:

1. Bidder/Proposer has thoroughly inspected the specifications or request for bid and understands the terms and conditions thereof and they are incorporated by reference in the bid or bid for said goods or services, and have verified measurements, if applicable.
2. The bid is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the bid, or as negotiated between the Bidder/Proposer and the CITY.
3. The bid is made by a person authorized to bind the Bidder/Proposer.
4. The bid is made without unlawful collusion between another Bidder/Proposer or potential Bidder/Proposer, or with any officer or employee of the CITY.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.



Print Name: Lydia Patton on behalf of Eco Technologies, Inc.

STATE OF Florida

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17th day of October, 2011,
by Lydia Patton, as Controller (title) of Eco Technologies, Inc.
(name of company), on behalf of Eco Technologies, Inc. (type of entity).

☒ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Signature

Catherine Bradaick

Print Name

NOTARY PUBLIC-STATE OF Florida

My Commission Expires: March 17, 2014
Commission No. DD 972278

NO LOBBYING AFFIDAVIT

STATE OF Florida

COUNTY OF Sarasota

This, 17th, of October, 2011 Lydia Patton

being first duly sworn, deposes and says that he or she is the authorized representative of Eco Technologies, Inc.

(Name of the authorized Bidder, firm or individual), maker of the attached request for bid released by the City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no lobbying restrictions in regards to this solicitation.


Affiant

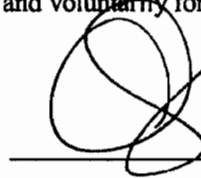
The foregoing instrument was acknowledged before me this 17th day of October, 2011,
by Lydia Patton (name of person, officer, or agent, title of officer
or agent), of Eco Technologies Inc. (name of corporation or
partnership, a Florida (state of incorporation or partnership, if applicable).

☒ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who

acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Signature

Catherine Bradaick

Print Name

NOTARY PUBLIC-STATE OF Florida

My Commission Expires: March 17, 2014

Commission No. DD 972278



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the City of Palmetto (the "CITY") by:

Lydia Patton, Controller for Eco Technologies, Inc.

(Print individual's name and title)

For: Eco Technologies, Inc.

(Print name of entity submitting sworn statement)

Whose business address is: 2101 47th Street, Sarasota, FL 34234

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26-0697639

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to propose on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 10/17/2011

STATE OF Florida
COUNTY OF Sarasota

Lydia Patton
Signature on behalf of Eco Technologies Inc.

The foregoing instrument was acknowledged before me this 17th day of October, 2011, by Lydia Patton, as Controller of Eco Technologies, Inc., on behalf of Eco Technologies, Inc.

☒ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Catherine Bradaick
Signature
Catherine Bradaick
Print Name



NOTARY PUBLIC-STATE OF FL
My Commission Expires: March 17, 2014
Commission No. DD 972278

DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

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

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

Lydia Patton, Controller

(Print individuals name and title)

For: Eco Technologies, Inc.

(Print name of entity submitting sworn statement)

Whose business is: Eco Technologies, Inc.

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-0697639. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____).

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

Lydia Patton
(Signature) on behalf of *Eco Technologies Inc.*

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17th day of October, 2011, by Lydia Patton, as Controller of Eco Technologies, Inc., on behalf of Eco Technologies, Inc.

☒ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Catherine Bradaick

Print Name



NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: March 17, 2014
Commission No. DD 972278

ADDEMDUM ACKNOWLEDGEMENT

Sydia A. Patten
Authorized Signature
on behalf of EcoTechnologies Inc.

**CITY OF PALMETTO
INVITATION TO BID
ELECTRIC VEHICLE CHARGING STATION**

CHECKLIST

Company Name: Eco Technologies, Inc.

This check list is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This check list is only a guideline; it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

☒ Package has been addressed to:

City of Palmetto
Attn: Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221

☒ Package is sealed and identified with:

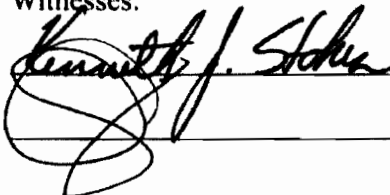
Bid Title "EV CHARGING STATION"
Due Date and Time – October 19, 2011 2:00pm

One (1) Original, one (1) copy, of each, is included as required for the following:

- ☒ Bid Form
- ☒ References (3)
- ☒ Certification Regarding Debarment
- ☒ Buy American Certification
- ☒ Proposer's Certification Form
- ☒ No Lobby Affidavit Form
- ☒ Public Entity Crimes Form
- ☒ Drug Free Workplace Certification Form
- ☒ Addendum Acknowledgment (if applicable)
- ☒ Checklist Form Signed & Sealed

This ITB is submitted and signed by the individual duly authorized to enter into agreement. I certify that this ITB is made without prior understanding, agreement or connection with any corporation, firm or person submitting bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I have read and agree to abide by all requirements, specifications, terms and conditions of this ITB.

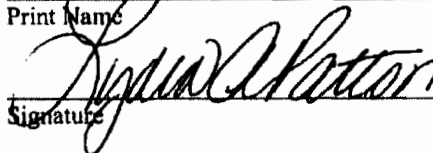
Witnesses:













Lydia Patton on behalf of Eco Technologies, Inc.

Print Name

Signature



Charging Stations

CT2020 Family		CT2021	-	2	bollard	fixed 18'	outdoor public	locking holster (standard) credit card reader gateway	9.9
		CT2025	-	2	bollard	self-retracting	outdoor public	photo sensor and light (standard) locking holster (standard) credit card reader gateway	12.6
		CT2001	-	1	bollard	fixed 18'	outdoor public	locking holster credit card reader gateway	
CT2000 Family		CT2002	-	1	pole	fixed 18'	outdoor public	locking holster credit card reader gateway	
		CT2003	-	1	wall	fixed 18'	outdoor public	locking holster credit card reader gateway	
CT2100 Family		CT2101	1	1	bollard	fixed 18'	outdoor public	locking holster credit card reader gateway	
		CT2102	1	1	pole	fixed 18'	outdoor public	locking holster credit card reader gateway	
		CT2103	1	1	wall	fixed 18'	outdoor public	locking holster credit card reader gateway	
CT500 Family		CT503	-	1	wall	fixed 18'	outdoor protected	RFID reader gateway	
		CT500 D-Stand	D-Stand supports self-standing mounting of two CT503 charging stations						

Charging Stations

Ordering Codes

Specify model number (for example, CT2100) followed by the applicable code(s). Refer to model numbers provided on reverse. The order code sequence is:

Model-Modem-SIM-Card Reader-Holster-Local Area Network-Warranty

modem¹ order code

GPRS ChargePoint Gateway Modem -GPRS

CDMA ChargePoint Gateway Modem -CDMA

SIM order code

USA GPRS SIM -SIM1

Canada GPRS SIM -SIM2

card reader order code

RFID card reader² -RFID

contactless credit card reader² -CCR

holster order code

locking holster³ -LOCK

local area network¹ order code

802.15.4 wireless mesh interface -ZIG

warranty order code

5 year parts only extended warranty: non-gateway -EW5

5 year parts only extended warranty: gateway -EW5GW

5 year parts only extended warranty: gateway, card reader, and lan -EW5GWRFDZIG

5 year parts only extended warranty: card reader and lan -EW5RFIDZIG

¹ For CT500, specify at least one modem or LAN, or both.

² Order code required only for CT500 (all other models automatically include an RFID reader).

³ Not available on the CT500. Standard on the CT2020 Family.

order code examples

If ordering this The order code would be

CT500 with GPRS Gateway Modem, RFID Card Reader, and LAN for US CT503-GPRS-SIM1-RFID-ZIG

CT2025 with GPRS Modem and Canada GPRS SIM CT2025-GPRS-SIM2

CT2103 with USA GPRS Gateway Modem, Contactless Credit Card Reader, and 5 Year Warranty CT2103-GPRS-SIM1-CCR-EW5GW

CT2003 with USA GPRS Gateway Modem, Contactless Credit Card Reader, and 5 Year Warranty CT2003-GPRS-SIM1-CCR-EW5GW

About Coulomb Technologies

Coulomb Technologies is the leading provider of electric vehicle charging solutions and the ChargePoint Network. Debuting in January 2009, the ChargePoint Network is largest network of charging stations providing electric fuel to vehicles globally in over 14 countries. Open to all drivers, plug-in electric vehicles and charging station manufacturers, the network provides corporations, utilities and municipalities the software tools, information and control to optimize performance, reduce operational expenses, and achieve greater returns from an EV charging solution powered by the ChargePoint Network. Follow Coulomb on Twitter at twitter.com/coulombtech.

For pricing and additional product information, contact the distributor in your area. For a complete list of distributors, go to www.coulombtech.com and click Purchase.

Coulomb Technologies, Inc. • 1692 Dell Ave. • Campbell, CA 95008-6901 USA • 408.841.4500 • 877.370.3802
info@coulombtech.com • www.coulombtech.com • www.chargepoint.net



ChargePoint® Networked Charging Stations, by Coulomb Technologies, offer municipalities, corporations, fleets, and utilities, high-reliability, plug-in electric vehicle charging that drivers prefer. The easy-to-use stations provide multiple power options, integrating aesthetics and ergonomics with sturdy construction—ideal for residential, commercial and outdoor public applications.

The CT2000 family of charging stations provide 7.2 kW (208/240 V @ 30 A) Level II charging and are designed for public outdoor applications for the North American marketplace. Charging is delivered via a standard SAE J1772™ connector and 18-foot cable.

To enhance safety and eliminate energy theft, drivers access and energize the station using a ChargePass™ card or contactless credit card. The station's highly visible display guides drivers with instructive messages and can be used to display custom advertisement or greetings for drivers.

Software Application Services

Set pricing and collect fees, provide 24/7 driver assistance, control access, display advertisements, track usage, and diagnose the station remotely using the growing suite of ChargePoint Network on-demand software applications and a web browser.

Smart Card Reader

Provide optional driver billing and custom access control, preventing electricity theft and enhancing safety, with an integrated standards-based RFID reader that accepts ChargePass cards, contactless credit cards, and Mifare-based transportation cards.

Intelligent Power Control

Ensure power is delivered only when a driver is authorized and the EV cord is properly inserted.

Vacuum Florescent Display with Multiple Language Support

Display instructive, advertisement, and greeting messages in many languages on the bright, easy-to-read display.

Integrated Fault Detection

- Ground Fault Detection: Integrated ground-fault detection circuitry with auto retry and driver notification.
- Over-Current Detection: Disconnects power to prevent nuisance breaker trips at service panel. Auto retry and driver notification.
- Plug-Out Detection: Algorithm disengages power and notifies the driver when a plug is removed.

Over-the-Air Station Upgrade

Keep charging station current with future and evolving EV needs by upgrading station firmware remotely over-the-air.

Utility Grade Energy Meter

Provide accurate bi-directional energy measurement with integrated power metering circuitry.

Remote Diagnostics and Control

Minimize the need for on-site maintenance with real-time remote alarm monitoring and control.

Network Interface

Wireless mesh and cellular network interfaces allow seamless integration with the ChargePoint Network and ChargePoint Network application services.

Smart Grid Compatible

Enable Time-Of-Use (TOU) pricing and demand response by integrating with Advanced Metering Infrastructures (AMIs).

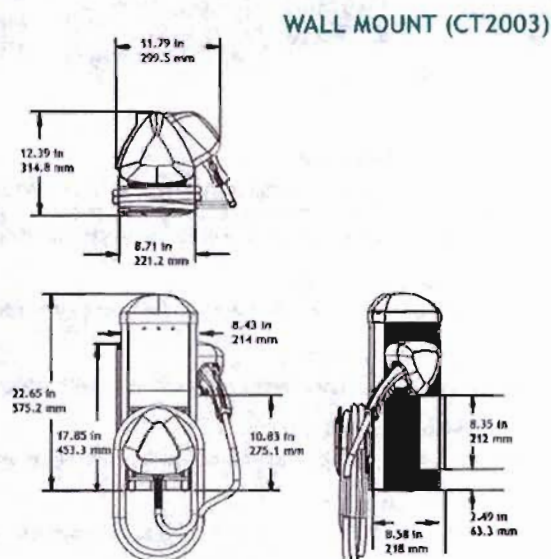
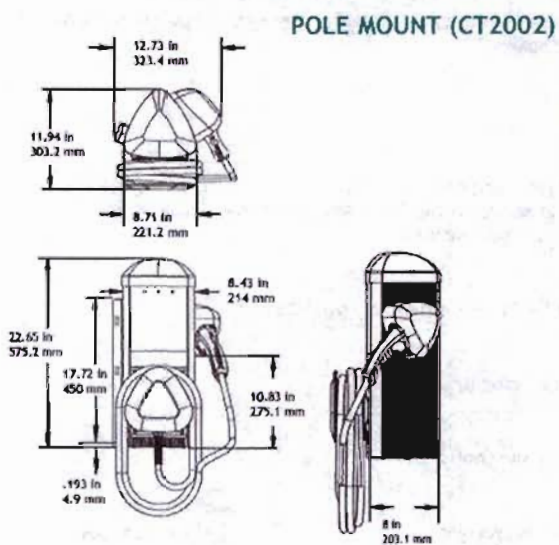
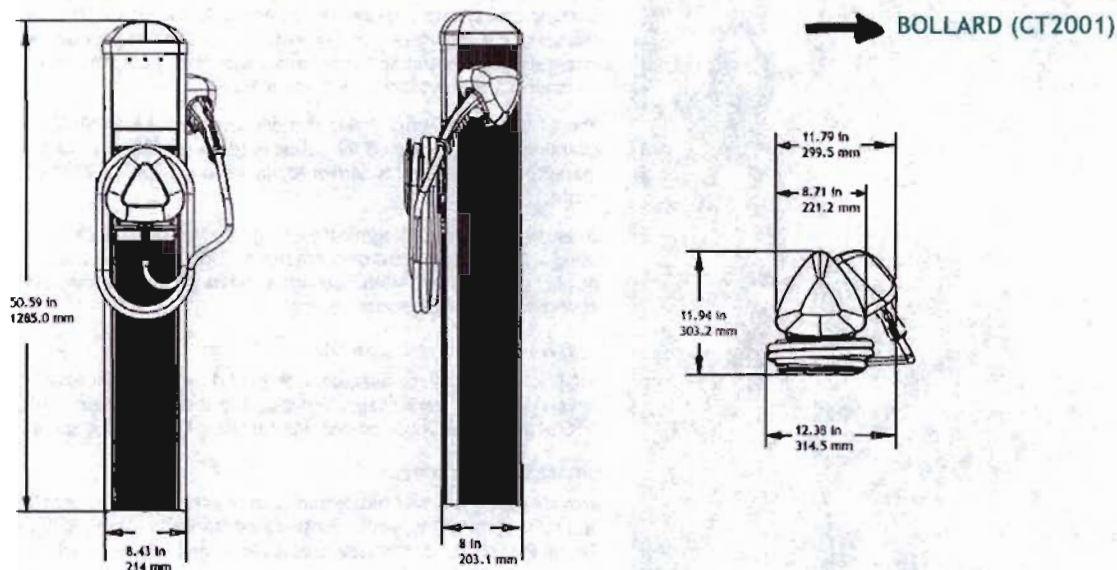


Coulomb
Technologies

Coulomb Technologies, Inc.
1692 Bell Ave.
Campbell, CA 95008-6901 USA
US toll free: +1-877-370-1802
www.coulombtech.com
www.mychargepoint.net

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Electrical Input

Input Power	7.2 kW
Input Voltage	208/240 VAC
Input Current	30 A
Input Power Connections	Line 1, Line 2, Earth
Required Service Panel Breaker	40 A double pole breaker (non-GFCI type) on dedicated circuit
Standby Power	5 W typical

Electrical Output

Output Charging Power	7.2 kW
Output Voltage	240 VAC
Output Current	30 A
Output Charging Connector	SAE J1772™ EV Connector on 18' (5.48 m) cable

Functional Interfaces

Card Reader	ISO 15693, 14443
Ground Fault Detection	20 mA CCID with auto retry (15 minute delay, 3 tries)
Plug-Out Detection	Power terminated per SAE J1772™ specification
Power Measurement	2% @ 15 minute intervals
Local Area Network	2.4 GHz 802.15.4 dynamic mesh network
Wide Area Network	Commercial CDMA or GPRS cellular data network

Safety and Operational Ratings

Safety Compliance	UL Listed for USA and cUL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, UL 1998, UL 991, NEC Article 625
Surge Protection	6 kV @ 3,000. In geographic areas subject to frequent thunderstorms, supplemental surge protection is recommended. <i>(NEED TO DISCUSS w/ CITY)</i>
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	95% non-condensing
Enclosure	NEMA 3R
Terminal Block Temperature Rating	100°C (212° F)
Maximum Charging Stations per 802.15.4 Radio Group	24. Each station must be within 150 feet (46 meters) "line of sight" of at least one other station.
Approximate Shipping Weights	Bollard (CT2001) 77 lbs (34 kg) Pole Mount (CT2002) 52 lbs (23 kg) Wall Mount (CT2003) 55 lbs (25 kg)

Coulomb Technologies, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

BOLLARD (CT2001)



POLE MOUNT (CT2002)



WALL MOUNT (CT2003)



Ordering Information

Specify model number followed by the applicable code(s). The order code sequence is:

➔ **Model-Modem-SIM-Holster-Card Reader-Warranty**

Option	Order Code
Model	
➔ Bollard Mount	CT2001
Pole Mount	CT2002
Wall Mount	CT2003
Modem	
➔ Integral CDMA ChargePoint Gateway Modem	-CDMA
Integral GPRS ChargePoint Gateway Modem	-GPRS
SIM	
➔ USA GPRS SIM	-SIM1
Canada GPRS SIM	-SIM2
Holster	
➔ Locking Holster	-LOCK
Card Reader	
➔ Contactless Credit Card Reader	-CCR
Warranty	
➔ 5 Year Parts Only Extended Warranty	-EW5
➔ 5 Year Parts Only Extended Warranty - Gateway	-EW5GW

Order Code Examples

If ordering this	The order code would be
Pole Mount	CT2002
Bollard Mount with CDMA Modem	CT2001-CDMA
Bollard Mount with GPRS Modem and USA GPRS SIM	CT2001-GPRS-SIM1
Wall Mount with USA GPRS Modem, Contactless Credit Card Reader, and 5 Year Warranty	CT2003-GPRS-SIM1-CCR-EW5GW

For pricing and additional product information, contact the distributor in your area. For a complete list of distributors, go to www.coulombtech.com and click Purchase.

Coulomb Technologies, Inc. - 1692 Dell Ave. - Campbell, CA 95008-6901 USA
408.841.4500 - 877.370.3802 - info@coulombtech.com
www.coulombtech.com - www.mychargepoint.net

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ChargePoint Networked Charging Stations

CT2020 FAMILY



ChargePoint[®] Networked Charging Stations, by Coulomb Technologies, offer municipalities, corporations, fleets, and utilities, high-reliability, plug-in electric vehicle charging that drivers prefer. The easy-to-use stations provide multiple power options, integrating aesthetics and ergonomics with sturdy construction—ideal for residential, commercial and outdoor public applications.

The CT2020 dual charging stations provide two 7.2 kW (208/240 V @ 30 A) Level II charging ports and are designed for public outdoor applications for the North American marketplace. Charging is delivered via standard SAE J1772[™] connectors attached to self-retracting¹ cords.

To enhance safety and eliminate energy theft, drivers access and energize the station using a ChargePass[™] card or contactless credit card. The station's highly visible display guides drivers with instructive messages and can be used to display custom advertisement or greetings for drivers.

Software Application Services

Set pricing and collect fees, provide 24/7 driver assistance, control access, enable reservations, display advertisements, track usage, and monitor the station remotely using the growing suite of ChargePoint Network on-demand software applications and a web browser.

Utility Light¹

Energy-efficient, photosensor 25 W LED lighting (equivalent to 75W incandescent) provides drivers with the visibility they need to start and stop charging sessions in areas with poor lighting conditions.

Hassle-Free Cord Management¹

The CT2020's self-retracting cord management system eliminates the need for drivers to coil up the J1772[™] cord and return it to its host hanger, ensuring that the cord is always off the ground when not in use.

Smart Card Reader

Provide optional driver billing and custom access control, preventing electricity theft and enhancing safety, with an integrated standards-based RFID reader that accepts ChargePass cards, contactless credit cards, and MIFARE-based transportation cards.

Intelligent Power Control

Ensure power is delivered only when a driver is authorized and the EV connector is properly inserted.

Vacuum Fluorescent Display with Multiple Language Support

Display instructive, advertisement, and greeting messages in many languages on the bright, easy-to-read display.

Integrated Fault Detection

- Ground Fault Detection: Integrated ground-fault detection circuitry with auto retry and driver notification.
- Over-Current Detection: Disconnects power to prevent nuisance breaker trips at service panel. Auto retry and driver notification.
- Plug-Out Detection: Algorithm disengages power and notifies the driver when a plug is removed.

Over-the-Air Station Upgrade

Keep charging station current with future and evolving EV needs by upgrading station firmware remotely over-the-air.

Utility Grade Energy Meter

Provide accurate bi-directional energy measurement with integrated power metering circuitry.

Remote Diagnostics and Control

Minimize the need for on-site maintenance with real-time remote alarm monitoring and control.

Network Interface

Wireless mesh and cellular network interfaces allow seamless integration with the ChargePoint Network and ChargePoint Network application services.

Smart Grid Compatible

Enable Time-Of-Use (TOU) pricing and demand response by integrating with Advanced Metering Infrastructures (AMIs).



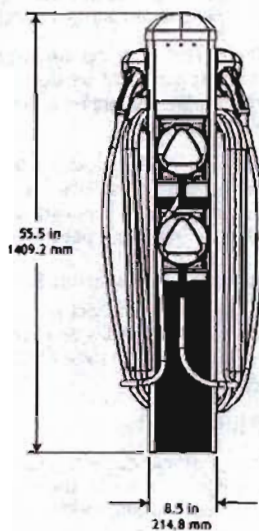
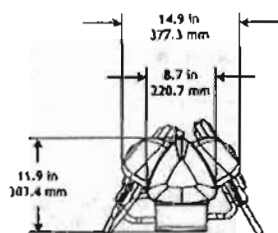
Coulomb Technologies, Inc.
1692 Dell Ave
Campbell, CA 95008-6901 USA
US toll free: +1-877-370-3802
www.coulombtech.com
www.chargepoint.net

Listed by Underwriters Laboratories Inc.  LISTED

¹Included on the CT2025 only.

CT2021 - Mechanical Drawings

(DUAL-PORT LEVEL II)



CT2021 - Front



CT2021 - Side



Electrical Input

Input Power	7.2 kW (x 2)
Input Voltage	208/240 VAC
Input Current	30 A (x 2)
Input Power Connections	Line A1, Line A2, Earth, Line B1, Line B2 (two independent 40 A branch circuits, each providing Line 1 and Line 2. A single protective Earth conductor)
Required Service Panel Breaker	40 A double pole breaker (non-GFCI type) on dedicated circuit (x 2)
Standby Power	7 W typical (not including LED light fixture)

Electrical Output

Output Charging Power	7.2 kW (x 2)
Output Voltage	240 VAC (x 2)
Output Current	30 A (x 2)
Output Charging Connector	SAE J1772™ EV Connector on 18' (5.48 m) cord (x 2). On CT2025 only, cord is self-retracting.

Functional Interfaces

Lighting ¹	280/240 VAC 45 W White LED with daylight sensor
Card Reader	ISO 15693, 14443
Ground Fault Detection	20 mA CCID with auto retry (15 minute delay, 3 tries)
Plug-Out Detection	Power terminated per SAE J1772™ specification
Power Measurement	2% @ 15 minute intervals
Local Area Network	2.4 GHz 802.15.4 dynamic mesh network
Wide Area Network	Commercial GPRS or CDMA cellular data network

Safety and Operational Ratings

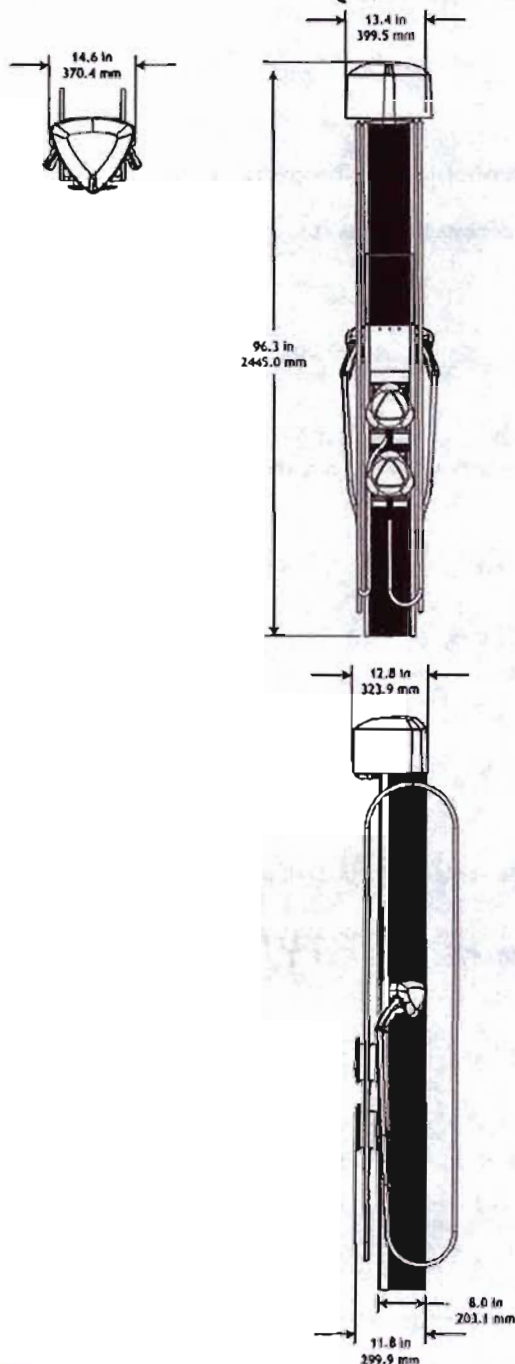
Safety Compliance	UL Listed for USA and cUL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, UL 1998, UL 991, NEC Article 625
Surge Protection	6 kV @ 3,000. In geographic areas subject to frequent thunderstorms, supplemental surge protection is recommended. <i>(NEED TO DISCUSS W/ CITY)</i>
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Operating Humidity	95% non-condensing
Enclosure	Type 3R
Terminal Block Temperature Rating	100°C (212°F)
Maximum Charging Stations per 802.15.4 Radio Group	24. Each station must be within 150 feet "line of sight" of at least one other station.
Approximate Shipping Weights	CT2021: 98 lbs (44.5 kg) CT2025: 140 lbs (63.5 kg)

¹Included on the CT2025 only.

Coulomb Technologies, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

CT2025 - Mechanical Drawings

(DUAL-PORT LEVEL II
w/ RETRACTABLE CORDS)



Ordering Information

Specify model number followed by the applicable code(s). The order code sequence is:

Model-Modem-SIM-Card Reader-Warranty

Option	Order Code
Model	
Standard Bollard Mount	CT2021
Bollard Mount with Top Lamp and Cable Retractors	CT2025
Modem	
Integral GPRS ChargePoint Gateway Modem	-GPRS
Integral CDMA ChargePoint Gateway Modem	-CDMA
SIM	
USA GPRS SIM	-SIM1
Canada GPRS SIM	-SIM2
Card Reader	
Contactless Credit Card Reader	-CCR
Warranty	
5 Year Parts Only Extended Warranty	-EW5
5 Year Parts Only Extended Warranty - Gateway	-EW5GW

Order Code Examples

If ordering this	The order code would be
Standard Bollard Mount with GPRS Modem	CT2021-GPRS
Bollard Mount with Top Lamp and Cable Retractors, GPRS Modem, Canada GPRS SIM	CT2025-GPRS-SIM2
Standard Bollard Mount with USA GPRS Modem, Contactless Credit Card Reader, and 5 Year Warranty	CT2021-GPRS-SIM1-CCR-EW5GW

For pricing and additional product information, contact the distributor in your area.

For a complete list of distributors, go to www.coulombtech.com and click Purchase.

Coulomb Technologies, Inc. - 1692 Dell Ave. - Campbell, CA 95008-6901 USA
408.841.4500 - 877.370.3802 - info@coulombtech.com
www.coulombtech.com - www.chargepoint.net

Listed by Underwriters Laboratories Inc.





COULOMB TECHNOLOGIES, INC.

Limited Product Warranty and Extended Warranty Registration Certificate

TO BE COMPLETED BY COULOMB TECHNOLOGIES INC:

Product Model Number: _____

Warranty Number:

--	--	--	--	--	--	--	--

Five-Year Extended Warranty (Additional Charge): ☐

IMPORTANT:

1. To assure prompt warranty service, please register your ChargePoint™ Networked Charging Station Limited Product Warranty even if you did not purchase the Five-Year Extended Warranty.
2. If you purchased the Five-Year Extended Warranty from Coulomb or one of its authorized representatives you must register your Five-Year Extended Warranty with Coulomb Technologies, Inc. ("Coulomb") within twelve (12) months of product installation for the Five-Year Extended Warranty to take effect. If your registration is not received by Coulomb within the prescribed time period, the Five-Year Extended Warranty will be void and of no effect.

TO BE COMPLETED BY OWNER OF CHARGEPOINT™ NETWORKED CHARGING STATION:

Name of Distributor Where Products Purchased: _____

Name of ChargePoint™ Networked Charging Station Owner: _____

Address of ChargePoint™ Networked Charging Station Owner: _____

ChargePoint™ Networked Charging Station Serial Number: _____

Other Product Description and Serial Number: _____

Date on which Coulomb Products for this Warranty were Installed: Month: ____ Day: ____ Year: ____

Name of Installer: _____

Email address to send confirmation of Warranty Registration: _____
(Required to obtain confirmation of Warranty Registration)

YOUR COMPLETED WARRANTY REGISTRATION CERTIFICATE SHOULD BE MAILED TO COULOMB AT THE FOLLOWING ADDRESS:

**Coulomb Technologies, Inc.
1692 Dell Avenue
Campbell, CA 95008-6901
Attention: Product Warranty Registration**

Your completed Warranty Registration Certificate can also be faxed to Coulomb at (408) 370-3847 or sent to Coulomb at the following e-mail address: service@coulombtech.com.

Unless you provide a valid email address where indicated above, Coulomb will not otherwise notify you to confirm the receipt of your Warranty Registration Certificate.

COULOMB TECHNOLOGIES, INC.**Limited Product Warranty**

This Limited Product Warranty applies to you, a customer who has purchased COULOMB's ChargePoint™ Networked Charging Stations and/or related products ("**Products**") from COULOMB TECHNOLOGIES, INC. ("**COULOMB**") or one of its authorized distributors and not for resale.

LIMITED ONE-YEAR WARRANTY: Subject to the exclusions from warranty coverage set forth below, COULOMB warrants that the Product will be free from any defects in materials and/or workmanship (the "**Limited Warranty**") for a period of one (1) year after the date of the initial installation of the Product (the "**One-Year Warranty Period**"). If the Product becomes defective in breach of the Limited Warranty, COULOMB will, upon written notice of the defect received during the One-Year Warranty period, either repair or replace, at Coulomb's election, the Product if it proves to be defective; *provided*, that COULOMB will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

FIVE-YEAR EXTENDED WARRANTY (Additional Charge Applies): Subject to the exclusions from warranty coverage set forth below, if you have purchased a five (5) year extended warranty ("**Five-Year Extended Warranty**"), and if the Product becomes defective in breach of the Limited Warranty above at any time during the five (5) year period after the date of the initial installation of the Product (the "**Five-Year Warranty Period**"), COULOMB will, upon written notice of the defect received during the Five-Year Warranty Period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at Coulomb's election, if it proves to be defective; *provided*, that COULOMB will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

COULOMB's Options: You acknowledge that replacement products provided by Coulomb under each of the Limited Warranty and the Five-Year Extended Warranty may be remanufactured or reconditioned Products or, if the exact Product is no longer manufactured by COULOMB, a Product with substantially similar functionality ("**Replacement Products**"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should COULOMB be unable to repair or replace the Product, COULOMB will refund the purchase price of the Product.

EXCLUSIONS FROM LIMITED WARRANTY AND FIVE-YEAR EXTENDED WARRANTY

IMPORTANT: The Limited Warranty and, if purchased, the Five Year Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by COULOMB.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable COULOMB documentation.
- Installation or relocation of the Products unless performed by COULOMB or by a Coulomb authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of COULOMB.
- Use of the Product with software, interfacing, parts or supplies not supplied by COULOMB.



You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Five-Year Extended Warranty above are subject to COULOMB's then prevailing current labor rates and other applicable charges.

Third Party Products. The above Limited Warranty and Five-Year Extended Warranty are exclusive of products manufactured by third parties ("**Third Party Products**"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, COULOMB will include such warranty in the packaging of the COULOMB Product.

OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from COULOMB by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by COULOMB, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to COULOMB at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, COULOMB will pay the cost of returning the Product to COULOMB. Otherwise, you agree to bear such cost, and prior to receipt by COULOMB, you assume risk of any loss or damage to the Product. COULOMB is responsible for the cost of return shipment to you if the COULOMB Product is found to be defective.

Returned products which are found by COULOMB to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at COULOMB's standard charges and shipped back to you at your expense.

At COULOMB's sole option, COULOMB may perform repair service on the Product at your facility, and you agree to provide COULOMB with all reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States.

All replaced parts, whether under warranty or not, are the property of COULOMB.

WARRANTY LIMITATIONS

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY COULOMB, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COULOMB OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO AGENT OF COULOMB IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF COULOMB.

COULOMB SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

LIMITATIONS OF LIABILITY

You acknowledge and agree that the consideration which you paid to COULOMB or one of its authorized distributors does not include any consideration by COULOMB or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. **THUS, COULOMB OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF COULOMB KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF COULOMB OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT.**

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF COULOMB AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

ADDITIONAL INFORMATION

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

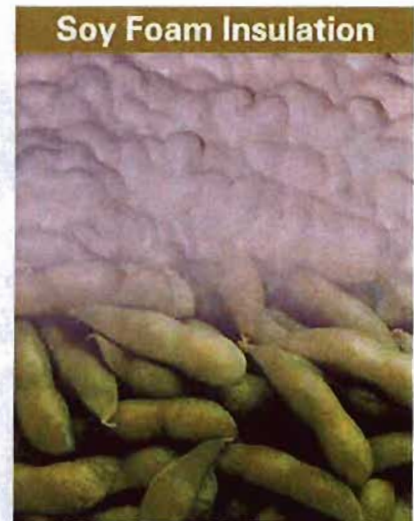
This Limited Product Warranty is the entire and exclusive agreement between you and COULOMB with respect to its **subject** matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of COULOMB.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to COULOMB's address as follows:

Coulomb Technologies, Inc.
1692 Dell Avenue.
Campbell, California 95008-6901
Tel: 408-370-3802
Fax: 408-370-3847
Email: service@coulombtech.com

Energy Conservation



RENEWABLE ENERGY INTEGRATION



EASTERN UNITED STATES & CARIBBEAN

ECOTECHNOUSA.COM

CORPORATE HEADQUARTERS
2101 47TH STREET, SARASOTA, FLORIDA 34234
941-364-5900 | 888-522-3626
CVC56744 | CBC12507E4

ENERGY CONSERVATION AND RENEWABLE ENERGY INTEGRATION



EcoTechnologies, Inc. taps into the essence of the elements to meet the challenge of energy supply. We implement renewable energy technologies to maximize economic and environmental performance.

EcoTechnologies is a renewable energy Consultant, Designer and Integrator. We provide clean power and energy efficiency solutions for residential, commercial, government and industrial applications in the public and private sectors.

Our corporate headquarters are in Florida where we are one of the largest photovoltaic integrators. We also have projects covering the Eastern United States, Caribbean and Latin America.

Our highly trained and experienced team has expertise in electrical and structural engineering, project design, project management, installation and project commissioning which define EcoTechnologies as a leader in the solar photovoltaic, solar thermal, wind, insulation and energy conservation industries.

President Andrew Tanner and CEO Peter G. Laughlin are dedicated to economic and environmental performance through renewable energy sources. Peter is President of the Florida Alliance for Renewable Energy, and is very active on a State and Federal level to establish a Sustainable Renewable Energy Policy.

Building a better
world through ecological
innovation.



COMPANY OVERVIEW



In the beginning, Andrew Tanner founded EcoInsulate to provide a soy-based, environmentally-friendly, spray foam insulation product made in the United States. Two years later, Peter G. Laughlin joined Andrew when the company expanded to incorporate other environmentally friendly products under the business names of EcoSolar, EcoAir and EcoWater. EcoTechnologies, Inc. is the umbrella under which each division operates.

EcoTechnologies expanded by retrofitting and moving into its corporate headquarters in Sarasota, Florida. The headquarters include a showroom, business center and warehouse, and is currently anticipating LEED C.I. certification at the Gold level.

The mission of EcoTechnologies is to pursue innovative technologies that meet the challenges of energy supply, water supply, indoor air quality, and environmental performance, and integrate these technologies in residential, commercial, government and institutional applications in the private and public sectors.

With the advent of Power Purchase Agreements (PPAs), Federal Investment Tax Credit, Solar Renewable Energy Certificates (SREC's), and State Rebate Programs, EcoTechnologies offers many options with little or no capital investment.

EcoTechnologies, Inc. is a proud and active member of the following green building and professional organizations:



CAPABILITIES



EcoTechnologies has developed a unique channel to market, install and service renewable energy and energy conservation products in the commercial, industrial, government and residential sectors. A focus on enduring relationships with manufacturers, suppliers and professionals in the industry give the company the ability to drive down the cost of renewable energy systems. Professional, in-house operations ensure high-quality installations.

SYSTEM DESIGN & ENGINEERING

In-house system design and engineering provide highly-skilled and specialized services at a very strong value. Due to the company's experience taking core renewable technologies to commercial implementation, EcoTechnologies' provides designs that:

- Meet local, state, national and international codes
- Satisfy facility managers
- Minimize interruption to facilities
- Lower cost
- Maximize production

INSTALLATION

EcoTechnologies carefully screens and trains its crew of installers to provide the finest technicians in the industry. The company is licensed for General Contracting and Solar Contracting, is fully insured, and warranties all installations.

SERVICE

EcoTechnologies also employs a crew of experienced, reliable professionals to service equipment. Service technicians perform troubleshooting, maintenance and repair on all installations.

CUSTOMER SERVICE



Peter G. Laughlin, CEO, speaks at the dedication of the Waste Pro regional headquarters' solar roof panels. Waste Pro is the first solid waste company in Florida to convert a facility to solar power.

EcoTechnologies is committed to exceptional customer service before and after the sale. Customers have direct access to the management team and staff who are courteous, knowledgeable and helpful.

MANAGEMENT TEAM

Andrew Tanner

- Co-Owner President
- Solar Contractor
- Ten years in renewable energy industry
- Board Member, Florida House
- National Association of Homebuilders
- Florida Solar Energy Industries Association

Peter G. Laughlin

- Co-Owner CEO
- President, Florida Alliance for Renewable Energy

James F. Strauser

- Project Manager
- Licensed Solar Contractor and General Contractor

Catherine Bradaick

- Project Coordinator & Customer Relations

Lydia Patton

- Controller

Brett Newstead

- Design Engineer



RENEWABLE ENERGY PROJECTS

MedOne

25kW Solar System

Flexlight Laminate Solar Panels



Waste Pro

25kW Solar System

Flexlight Laminate Solar Panels

*First garbage company
in Florida to integrate solar-
supplemented energy*



RENEWABLE ENERGY PROJECTS

Hillborough County

Courthouse

196kW Solar System

Flexlight Laminate Solar Panels

Largest urban downtown PV system in the United States.

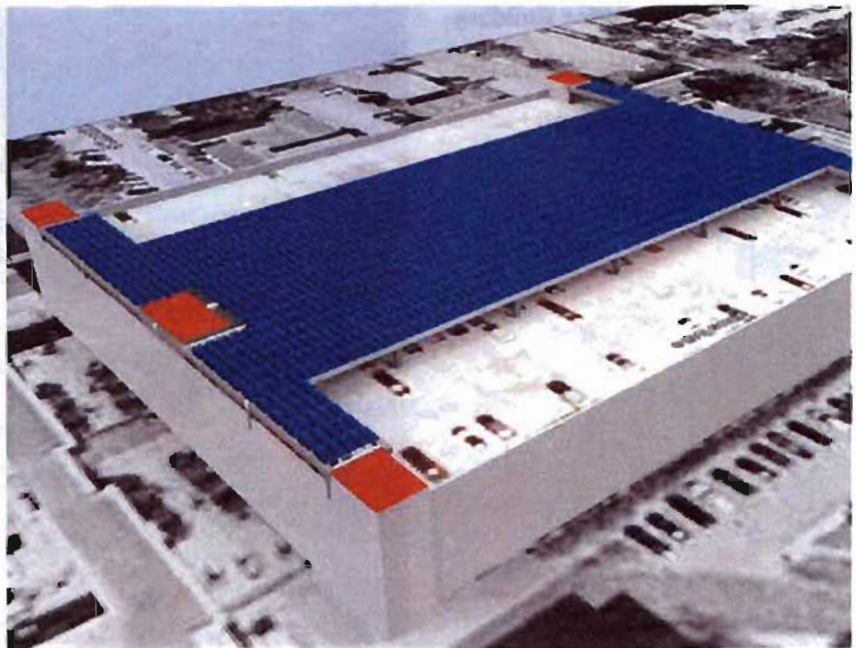


Rollins College

560kW Solar System

PV Rack System

Fourth floor of existing multi-story parking garage.



RENEWABLE ENERGY PROJECTS

Largo Community Center

72kW Solar System

Flexlight Laminate Solar Panels



B&R Office Building

28kW Solar System

Suntech Solar Panels



RENEWABLE ENERGY PROJECTS

IMG Academies

12kW Solar System

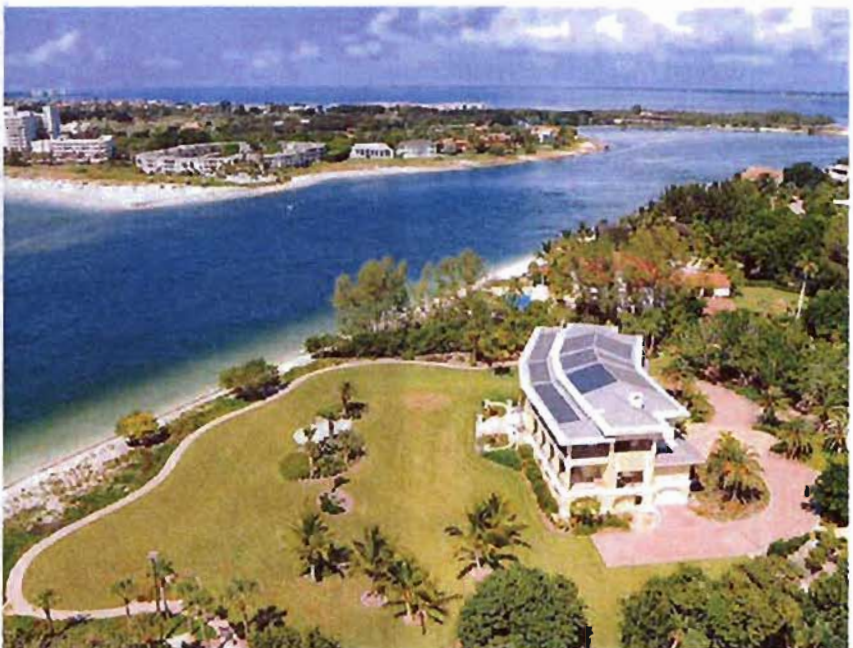
Flexlight Laminate Solar Panels



Residence

15kW Solar System

Flexlight Laminate Solar Panels



RENEWABLE ENERGY PROJECTS

Residence

Solar Hot Water System



Residence

Ground Mount PV System



RENEWABLE ENERGY PROJECTS

Residence

Roof-Top PV Modules



Residence

Soy-Based Spray Foam
Insulation



RENEWABLE ENERGY PROJECTS

Bank Building

545kW Solar
Air Conditioning System



Winery

70kW Solar
Air Conditioning System





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

STRAUSER, JAMES FLOYD
ECO SOLAR INC
2101 47TH STREET
SARASOTA

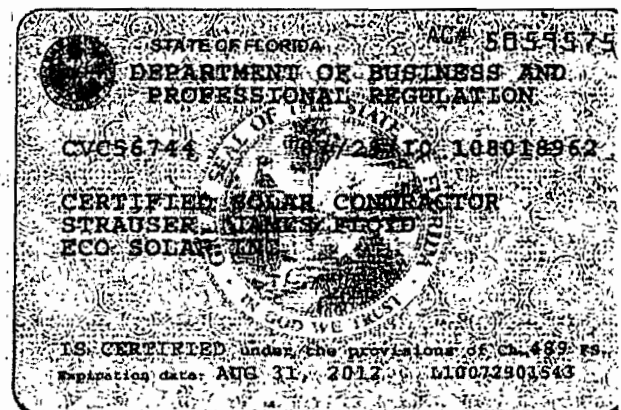
FL 34234

AUG 9 2012

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

STATE OF FLORIDA		
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
CONSTRUCTION INDUSTRY LICENSING BOARD		
DATE	BATCH NUMBER	LICENSE NBR
07/29/2010	108018962	CVC56744
<p>The SOLAR CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 Expiration date: AUG 31, 2012</p>		
<p>STRAUSER, JAMES FLOYD ECO SOLAR INC 2101 47TH STREET SARASOTA FL 34234</p>		
CHARLIE CRIST GOVERNOR		CHARLIE CLEM SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 5072279

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICIAN CONTRACTORS LICENSING BOARD

DATE: 08/24/2011 10:05:32Z BATCHNUMBER: 100001433

THE STATE OF FLORIDA

NOTED: RAYCO ELECTRIC, INC. IS A LICENSED FIRM

ORDER: THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EXPIRATION DATE: NOV 30, 2012

WILLIAM RAYMOND

RAYCO ELECTRIC, INC.

BRADENTON

FL 34205

GREAT SEAL OF THE STATE OF FLORIDA

IN GOD WE TRUST

CHARLES E. RIST

SECRETARY

THIS PLAS REQUIRED BY LAW

SEAL 10080702084



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2011

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

FRANKCRUM INSURANCE AGENCY, INC.
100 S MISSOURI AVE.
CLEARWATER FL 33756

CONTACT

NAME:

PHONE:

1-800-277-1620 x4800

FAX:

727-797-0704

(A/C, No, Ext):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A:

FRANK WINSTON CRUM INSURANCE, INC

11600

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

FrankCrum 1-800-277-1620
100 S MISSOURI AVENUE
CLEARWATER FL 33756

COVERAGES

CERTIFICATE NUMBER:

194310

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.

INSTR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG \$
	POLICY PROJECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF MEMBERS EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below			WC201100000	1/1/2011	1/1/2012	WC STATUTORY LIMITS OTHER E.L. LAST ACCIDENT \$1,000,000 E.L. D SHARE EA EMPLOYEE \$1,000,000 E.L. D SHARE - POLICY LIMIT \$1,000,000

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

EFFECTIVE 03/24/2008, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO ECO TECHNOLOGIES, INC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES

CERTIFICATE HOLDER

CITY OF PALMETTO
516 8TH AVENUE WEST
PALMETTO, FL 34221

CANCELLATION

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

State of Florida

Department of State

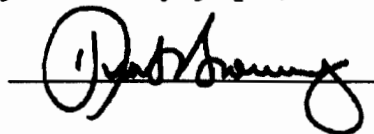
I certify from the records of this office that ECO TECHNOLOGIES, INC. is a corporation organized under the laws of the State of Florida, filed on August 9, 2007, effective August 9, 2007.

The document number of this corporation is P07000089988.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 26, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Seventh day of April, 2011*



Secretary of State



Authentication ID: 000204504250-042711-P07000089988

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Sarasota County Business Tax Receipt**2011-12**

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR
ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO
ENSURE COMPLIANCE.

Account No.
990010096478

Business Type: PROFESSIONAL OFFICE

Business Address: ECO TECHNOLOGIES INC
2101 47TH ST
SARASOTA uninc FL 34234

PAID: 111341.1351 9/29/2011 \$14.43

LAUGHLIN PETER

2101 47TH ST
SARASOTA FL 34234

All businesses in Sarasota County are responsible for complying with
the Sarasota County mandatory recycling ordinance.

Valid until 9/30/2012

Sarasota County Tax Collector
Barbara Ford-Coates
101 S. Washington Blvd., Sarasota, FL 34236
(941) 861-8300, option 3
www.SarasotaTaxCollector.com
Info@SarasotaTaxCollector.com

Client#: 1128485

73RAYCOELE

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/18/2011

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 BB&T Insurance Services, Inc. 1111 8th Avenue W P.O. Box 9029 (34206) Bradenton, FL 34205	CONTACT NAME: Paula Pugliesi PHONE (A/C, No, Ext): 941 782-1884 FAX (A/C, No): 8662420807 E-MAIL ADDRESS: ppugliesi@bbandt.com
INSURED Rayco Electric Inc 603 18th Ave W Bradenton, FL 34205	INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Commercial Insurance Compa NAIC # 33472 INSURER B: National Trust Insurance Compan 20141 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	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 1,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC			GL00057684	06/30/2011	06/30/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	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			CA00016719	06/30/2011	06/30/2012	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			UMB00007659	06/30/2011	06/30/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 WC STATUS <input type="checkbox"/> TORY LIMIT <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			CM00032104	06/30/2011	06/30/2012	Leased/Rented Equipment \$50,000 Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured regarding General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Palmetto 516 8th Avenue West Palmetto, FL 34221	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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CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

10/18/11

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.

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PRODUCER Lori Swindell Insurance Agency 5672 Marquess Circle Sarasota, FL 34233-3331 George B Swindell		941-366-1476 941-366-1475	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ PRODUCER: _____ CUSTOMER ID: RAYCO-2
INSURED Rayco Electric, Inc. & Raymond Felska 603 18th Ave. W. Bradenton, FL 34205		INSURER(S) AFFORDING COVERAGE INSURER A: Florida Hospitality Mutual INSURER B: _____ 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.

INBR LTR	TYPE OF INSURANCE	ADDL BOB INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/CP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input type="checkbox"/> N/A	WC30800203412010	01/01/11	01/01/12	WC STATU- TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> 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 (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYPAL City of Palmetto Building Division 516 8th Avenue W Palmetto, FL 34221	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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**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND BIDDER
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Bidders and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Bidder or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Bidders shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction

contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Bidder shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Bidders who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Bidders declared ineligible under statutory or regulatory authority other than E.O.

12549. Bidders with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**

- 23. Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
- 24. Preservation of open and competition and government neutrality towards Bidders' labor relations on federally funded construction projects**
- a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
1. Require or prohibit bidders, offerors, Bidders, or sub-contractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, Bidders, or sub-contractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- c. Nothing in this provision prohibits bidders, offerors, Bidders, or sub-contractors from voluntarily entering into agreements with labor organizations.
- 25. Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2011.**
- 26. Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
- 27. False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, Bidder, sub-grantee, sub-contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

END OF DOCUMENT

