



BPO Mgr. Approval

DS  
JR

City Attorney Approval



Initial  
MJ

### CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Alternative Power Solutions, Inc.

Bid/Contract Ref # RFB 25-094 Generator Maintenance and Repair Services

Agency Name: City of Clermont, Florida

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026-25 City Council Approval Date: 02/17/2026

Contract Term End Date 9/30/2028

Renewable Y/N Y If yes # and length of renewals: 9/30/2031

City's Project Manager(s) Brandon Mahadeo

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the City of Clermont Agreement for Generator Maintenance and Repair Services as needed.

**Approvals:**

Responsible Dept. Director	Signed by: <u>Brian Roche</u> 0217FE7182744DB...	Date: <u>Mar 21, 2026   9:12 PM EDT</u>
City Finance	Signed by: <u>Helena Alves</u> 4F2A3892B67B492...	Date: <u>Mar 7, 2026   5:07 PM EST</u>
City Attorney	Signed by: <u>Marcus Duffy</u> A0D60FA6D0FD417...	Date: <u>Mar 6, 2026   3:25 PM EST</u>
City Manager	Signed by: <u>Mike McLaughlin</u> D7DF1A254975438...	Date: <u>Mar 22, 2026   6:16 AM EDT</u>

Vendor Name and Email Efrain Rivera efrainr@apowersolution.com



# City of PALM COAST

**Finance Department**  
**Budget & Procurement Office**

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Alternative Power Solutions, Inc.  
Efrain Rivera, President  
6438 University Blvd. Ste 15  
Winter Park, Florida 32792

RE: Engagement Letter Authorizing Piggyback

Generator Maintenance and Repair Services  
Contract Name

City of Clermont RFB 25-094  
Contract Reference

Dear Efrain,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,  
*Nathalie Garcia*  
Nathalie Garcia  
Sr. Contracts and Procurement Coordinator  
[ngarcia@palmcoastgov.com](mailto:ngarcia@palmcoastgov.com)

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

Signed by:

By: Mike McGlothlin  
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Mar 22, 2026 | 6:16 AM EDT

**ALTERNATIVE POWER SOLUTIONS, INC.**

Signed by:

By: Efrain Rivera  
172BD444B3E9404...

Print Name: Efrain Rivera

Title: President

Date: Jan 20, 2026 | 9:48 AM PST



**ENGAGEMENT LETTER ADDENDUM****1. E-Verify Registration and Use.**

*“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:*

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

*By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”*

**2. Prohibition against considering social, environmental, political, or ideological interests in government contracting**

*Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:*

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. **Scrutinized Companies**

**A.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

**A.** The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1) (a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

**B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

**c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, [cityclerk@palmcoastgov.com](mailto:cityclerk@palmcoastgov.com), 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

**10. Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

**11. Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

**CITY OF PALM COAST**

**SUPPLIER**

Signed by:  
By: Mike McGlothlin  
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Mar 22, 2026 | 6:16 AM EDT

DocuSigned by:  
By: Efrain Rivera  
(Authorized Corporate Officer)  
172BD444B3E9402...

Print Name: Efrain Rivera

Title: President

Date: Jan 20, 2026 | 9:48 AM PST

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

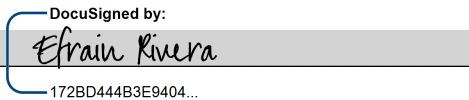
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Alternative Power Solutions, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Efrain Rivera

Title: President

Signature:   
172BD444B3E9404...

Date: Jan 20, 2026 | 9:48 AM PST



**FORM 8 – AFFIDAVIT OF COMPLIANCE**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

State of \_\_\_\_\_

County of \_\_\_\_\_

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of \_\_\_\_\_ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

Name:

Title:

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

Notary Signature

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

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

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**AGREEMENT No. 2025-096**

**GENERATOR MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT, is made and entered into this Wednesday, October 1, 2025, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and ALTERNATIVE POWER SOLUTIONS, INC., whose address is: 6438 University Blvd, Ste 15, Winter Park, Florida 32792, (hereinafter referred to as "CONTRACTOR").

**WHEREAS**, the City of Clermont issued RFB 25-094 titled Generator Maintenance and Repair Services;

**WHEREAS**, CONTRACTOR submitted its response dated August 28, 2025, to RFB 25-094;

**WHEREAS**, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 25-094 and CONTRACTOR's response thereto;

**WITNESSETH**: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish the maintenance and repair of all city-owned and operated generators as described in CITY's RFB 25-094 and CONTRACTOR's August 28, 2025 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

**2. THE CONTRACT SUM**

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

**3. PROVISION OF SERVICES AND COMPLETION OF WORK**

- A. The CONTRACTOR shall only provide to the CITY with the maintenance and repair of all city-owned and operated generators upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 25-094 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

- B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.
- C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.
- D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

#### **4. TERM AND TERMINATION**

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.
- B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.
- C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

#### **5. PAYMENTS**

In accordance with the provisions fully set forth in the Contract Documents, the CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

## **6. DISPUTE RESOLUTION - MEDIATION**

- A. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes, and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

## **7. INSURANCE AND INDEMNIFICATION RIDER**

### 7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

### 7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

- A. CONTRACTOR's Commercial General Liability, \$1,000,000 Each, (\$2,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

B. Automobile Liability Coverages, \$1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

The insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & \$1,000,000 Each (\$2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.
- B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

## 8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

### **CONTRACTOR:**

Alternative Power Solutions, Inc.

6438 University Blvd, Ste 15, Winter Park, Florida 32792

Attn: Efrain Rivera, President

### **OWNER:**

City of Clermont

685 W. Montrose Street, Clermont, FL 34711

Attn: Rick Van Wagner, City Manager

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

## 9. MISCELLANEOUS

### 9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

### 9.2. Waiver

The waiver by the CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

### 9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or

circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

9.5. Entire Agreement

This Agreement, including the documents incorporated by reference, contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of the CITY.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, including the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Florida's Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. The CONTRACTOR shall make reasonable

efforts to provide all records stored electronically to the CITY in a format compatible with the information technology systems of the CITY.

- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

## **10. CONTRACT DOCUMENTS**

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

- A. This Agreement
- B. Purchase Order / Notice To Proceed
- C. An applicable Contractor Quote or Statement of Work
- D. All documents contained in RFB 25-094 titled Generator Maintenance and Repair Services and CONTRACTOR's response thereto.

-

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**CITY OF CLERMONT**

**ATTEST**

Signed by:  
  
D99CA96BEB984B7...  
**SIGNATURE**

DocuSigned by:  
  
3AD7E34905B344A...  
**SIGNATURE**

Tim Murry  
\_\_\_\_\_  
**FULL NAME**

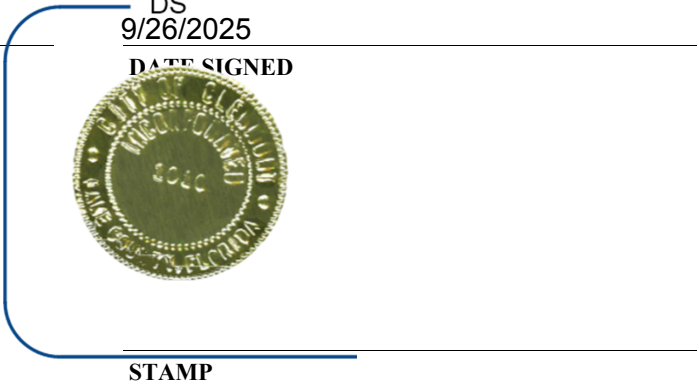
Tracy Ackroyd Howe  
\_\_\_\_\_  
**FULL NAME**

Mayor  
\_\_\_\_\_  
**TITLE**

City Clerk  
\_\_\_\_\_  
**TITLE**

9/25/2025  
\_\_\_\_\_  
**DATE SIGNED**

DS  
9/26/2025  
\_\_\_\_\_  
**DATE SIGNED**



**STAMP**

**ALTERNATIVE POWER SOLUTIONS,  
INC.**

DocuSigned by:  
  
172BD444B3E9404...  
**SIGNATURE**

Efrain Rivera  
\_\_\_\_\_  
**FULL NAME**

9/25/2025  
\_\_\_\_\_  
**DATE SIGNED**

President  
\_\_\_\_\_  
**TITLE**

Request For Bid #RFB 25-094  
Title: Generator Maintenance and Repair Services

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### 3. Scope of Work

#### 3.1. Statement of Work

The City of Clermont owns and operates generators of various sizes and kilowatt ratings to provide backup electrical power for critical equipment at various locations. These specifications intend to secure the services of a factory-authorized service center that is actively engaged in field repair and service of generators. All work and equipment must be provided as outlined within the specifications below.

The Full Maintenance Service is to be performed every twelve (12) months. The successful respondent must coordinate all service activities with the City of Clermont Public Services Department and a mutually agreeable service schedule must be developed before performing the work. The successful respondent must supply a field service report that includes a general inspection and maintenance checklist on condition and recommendations for correction.

#### 3.2. Maintenance Services

Each generator included in this solicitation must receive maintenance once every twelve (12) months. Coolant Flushing must be conducted once every thirty-six (36) months, beginning the first year. Load bank analysis must be conducted once every thirty-six (36) months, beginning the second year. Belts must be replaced every thirty-six (36) months, beginning the third year. The maintenance services must include as a minimum, but not be limited to, the following:

- Two (2) Preventive Maintenance Inspections (PMI) are to be completed annually. One at the time of maintenance and one within six months of the maintenance.
- Replace engine lubricating oil.
- Replace oil, fuel, and coolant filters and add corrosion inhibitors as needed.
- Test coolant at every service visit (annually) and flush the coolant and cooling system beginning the first year, or sooner if inspection indicates degradation. The cooling system must be thoroughly inspected during flushing to identify corrosion, deposits, or other issues.
- Natural Gas/LPG Fueled Engines – Inspect spark plugs, spark plug wires, and rotor and cap and replace as needed.
- Replace air filter and crankcase breathers as needed, while on location or scheduled with the next maintenance of a close local generator, to help reduce travel costs. **Take at least two pictures of the air filter or breathers for justification of replacement.**
- Belts must be inspected during every PMI and replaced at a minimum every third year, regardless of apparent wear. **Photos of belts must be taken at each inspection and at replacement.**
- Inspect generator set for loose, bare, and broken wiring or connections and repair if necessary, while on site.

Request For Bid #RFB 25-094  
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- Check the fuel system, including fuel lines, connections, and hoses; drain any water from the separator, and check fuel pressure.
- Check Air and Exhaust system including air inlet system, exhaust manifold, valves and valve rotators, and exhaust duct.
- Check the starting system including batteries, connections, battery charger, and starting motor.
- Check DC voltage and current for input and output.
- Verify the condition of all fuses and inspect electronic connections.
- Check all capacitors to make sure they are within the manufacturer’s specifications.
- Conduct a load test analysis and check the operation of the transfer switch.
- A fuel test must be performed at each annual maintenance. The following must be considered a minimum of test criteria:
  - Appearance, haze;
  - Water content (including emulsified, dissolved, and free water content)
  - Microbes (bacteria, algae, fungus)
  - Sediment
  - Fuel test results must be submitted to the Environmental Services Division with the invoice. Invoices will not be processed without these reports.
- Submit a written report advising of any further work needed at the time of service for each generator.

All leaks must be noted on the report. The technician must ensure no fluid leaks are present before departing from the job site, and wipe clean and properly dispose of any fluids that may have been spilled during the service.

Prior to the commencement of any maintenance or repair work, the successful respondent shall coordinate with the City to submit a detailed service schedule. This schedule must be approved by the City in advance and will outline the timing and scope of all planned maintenance activities.

Additionally, quarterly meetings will be required with the City to track the maintenance schedule and discuss any issues or concerns that have arisen during the previous quarter. A brief summary of completed and upcoming work shall be presented at each meeting.

### 3.3. Preventative Maintenance Service Locations

The successful respondent must remove all debris and properly dispose of all used materials upon completion of the maintenance service and load bank testing performed at each site.

The service site location and related generator information are listed below.

Generator	Kw.	Address	Model	Mak
LS# 3	35	1801 Rosewood Dr.	DGDB-5872326	CUM

## Request For Bid #RFB 25-094

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LS# 4	40	1399 West Ave.	DGBC-5872322	CUM
LS# 5	40	1140 Linton Ct.	DGHD-7082204	CUM
LS# 6	200	1004 Carrol St.	200DFAA	CUM
LS# 7	40	819 W. Desoto St.	DGHD-7082204	CUM
LS# 9	50	614 W. Lakeshore Dr.	50DGCA	CUM
LS# 10	30	Seminole & Ryan St.	DSKCA-595071	CUM
LS# 11	30	1834 Settle St.	DSKCA-595071	CUM
LS# 13	125	301 Crystal Lake Dr.	125DSHAE-5864200	CUM
LS# 14	30	512 Carrol St.	DSKCA-595071	CUM
LS# 15	100	295 Lake Minneola Dr.	100DGDB	CUM
LS# 16	40	180 W. Desoto St.	DGHD-7082204	CUM
LS# 17	50	142 Sunnyside Dr.	DGBC-5872322	CUM
LS# 18	50	575 E. Lakeshore Dr.	50.0DCA	CUM
LS# 23	80	590 North St.	DSFAE5864199	CUM
E-1	100	1151 North Ridge Blvd.	100.0DGFA	CUM
E-2	150	1401 North Ridge Blvd.	150.0DGFA	CUM
E-3	150	334 Citrus Tower Blvd.	150.0DGFA	CUM
E-4	200	13410 Lake Wilma Rd.	200.0DFAA	CUM
E-5	200	13641 Gilbert St.	200 DFAA-84153	CUM
E-6	450	13030 Hancock Rd.	450DFEC	CUM
E-7	150	2101 Kings Ridge Blvd.	150.0GDFA	CUM
E-8	250	2302 Hartwood Marsh Rd.	250DFAC	CUM
E-8A	25	4242 Bokeelia Loop	DKAF5602455	CUM
E-9	250	13641 EMIL Jahna Rd.	DFAC-4487919	CUM
E-10	100	16834 Highway-50	100.0DGDB	CUM
E-11	60	13236 Whisper Bay Dr.	TBD- UNIT IS BEING REPLACED. THE NEW INFO WILL BE SUPPLIED WHEN COMPLETED	TBD
E-12	40	12930 Magnolia Pointe Blvd.	98A01890-S	OLY

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E-13	25	17450 Cobblestone Court.	98A01898-5	OLY
E-14	275	3115 US Highway 27	DFBF3374598	CUM
E-15	275	14520 John Lake Rd.	DFBF3374598	CUM
E-16	150	1299 Summit Greens Blvd.	DGFA4476235	CUM
E-17	230	1010 Jacks Lake Rd.	3306 CAT	CAT
E-18	50	2835 Highland View Circle	DGCA-4488156	CUM
E-19	125	1457 Lake Mist Ln.	125DGEA-94979	CUM
E-19A	80	1221 Legendary Blvd.	DGCG5707961A	CUM
E-20	125	1292 N. Hancock Rd.	DGEA4959458	CUM
E-21	100	523 Pitt Street	100.0DGDB	CUM
E-21A	25	301 Pitt Street	DKAF-7088163	CUM
E-21B	125	800 Skyridge Rd.	DGEA4959458	CUM
E-22	80	3231 White Blossom Ln.	DGDA5549933	CUM
E-22B	35	11827 Wind Flower Ct.	DGGD556519	CUM
E-23	40	12066 Still Meadows Dr.	DDHD5693367	CUM
E-24	230	4660 Barbados Loop	DFAB5695070	CUM
E-25	40	10614 Lake Louisa Rd.	DGHD5702826	CUM
E-26	35	838 Grand Highway	DGBB-5872326	CUM
E-27	35	4587 Barrister Dr.	DGGD-7082202	CUM
E-28	275	2835 Majestic Isle Dr.	275DFBF	CUM
E-29	125	2278 Caledonian Dr.	DGEA5554670	CUM
E-30	230	3644 Peaceful Valley Dr.	DGFS5747272	CUM
E-31	80	1903 Harrier Ave.	DGCG5740501	CUM
E-32	230	391 Balboa Blvd.	DGFS57683307B	CUM
E-33	35	3605 Crestfield Blvd.	DGBB5770158K	CUM
E-34	250	3125 Heritage Hills Blvd.	LC5	CAT
E-35	35	277 Giovani Blvd.	DGGD-574918	CUM
E-36	100	11349 Lake Louisa Rd.	DSGAA-7093421	CUM

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## Title: Generator Maintenance and Repair Services

E-37	100	626 South Ave.	100DGDB	CUM
E-38	40	16700 Caju Rd.	DSFAB7254971	CUM
E-39	100	2890 Hartwood Marsh Rd.	DSHAF-6157185	CUM
E-40	40	17645 Old Hwy 50	DSFAB-1345437	CUM
E-41	60	16460 Good Hearth Blvd.	DSFAD-1403534	CUM
E-42	200	700 Blackstill Rd.	DSGAE-1418468	CUM
E-43	25	3995 Grand Blossom Rd.	C25D6	CUM
E-44	50	220 Camelot Ln.	C50D6	CUM
E-45	25	3403 Shallow Cove Ln.	C25D6	CUM
E-46	50	14400 Hidden Ct.	C50D6	CUM
E-47	40	22158 Valencia Blossom Way	C40D6	CUM
E-48	500	3151 Lost Lake Rd.	DFEK-1910671	CUM
E-49	40	3435 Buoy Cir.	C40D6	CUM
E-50	40	3151 Crestwave Dr.	C40D6	CUM
E-51	200	4419 Renly Ln.	C200D6D	CUM
E-52	40	2345 Highland Ranch BLVD.	C40D6	CUM
E-53	40	4820 Fairwinds Ct.	C40D6	CUM
E-54	500	2611 Five Mile Rd.	DFEK2290696	CUM
E-55	50	2668 Jumping Jack Way	C50D6C	CUM
E-56	40	5741 Meditation Dr.	C40-D6	CUM
E-57	80	4400 Willow Wood Ave	D80-8	CAT
E-58	60	3821 Island Blvd.	D60-4LC	CAT
E-59	60	3096 Namaste dr.	GDO3C2441935	CUM
PORT.5352	55	3335 Hancock Rd.	5530KB15R	ONA
PORT5375	55	3335 Hancock Rd.	50ROZJ-71	KOH
PORT5377	60	3335 Hancock Rd.	60REOZJB	KOH
PORT5378	60	3335 Hancock Rd.	60REOZJB	KOH
PORT3300	300	3335 Hancock Rd.	DF-3300SSK	CUM

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PORT. 5526	340	3335 Hancock Rd.	SR4B	CAT
PORT. 5528	182	3335 Hancock Rd.	LC5	CAT
PORT. 5529	182	3335 Hancock Rd.	LC5	CAT
PORT. 5530	182	3335 Hancock Rd.	LC5	CAT
Bloxam Tower - portable	50	1102 Bloxam Ave.	DGHE-5602081	CUM
#1 Well	1403	15512 Charter Oaks Trl.	1260REOZMB	KOH
#2 Well	275	Royal Oak Trail	DFCB5669593	ONA
#3 Well	350	3301 Hancock Rd. (Park)	DFCC84154M	ONA
#4 Well	300	2190 E. Hwy. 50	DFCB-5001427	ONA
#5 Sunburst	1000	2799 Sunburst Lane	DFHD-5748536	ONA
#6 Well	300	3050 Heritage Hills Blvd.	DFCB-5669593	ONA
#9 Well	400	3335 Hancock Rd.	C13	CAT
Warehouse	1000	3335 Hancock Road	DQFAD-5938062	CUM
Lab	1250	3335 Hancock Road	DFLC-5006398	CUM
Westside FM	250	1201 W. Osceola St.	LC5	CAT
Public Services West	60	400 – 12 <sup>th</sup> Street	TP60-II-T2	T/W
Police Dept.	600	3600 US-27	2806C-E18TAG3	PER
Fire Dept.	150	439 W. Hwy. 50 FS #1	GSPK30150S-UL	PER
Fire Dept.	60	2200 Hartwood Marsh Rd. FS #2	TP-60UL	T/W
Fire Dept.	50	13341 Hartle Rd. FS #4	D3400T-GEN1	GEN
Fire Dept.	175	2155 Legendary Way FS #3	MQP1751V	MQ
Public Services	400	12824 Hancock Road	SD0400GG22125D18PPLY3	Gen
MCC160 - Headworks	1500	3335 Hancock Rd.	C1500 D6E	CUM

### 3.4. [Additional Repairs](#)

If the technician discovers additional repair work necessary for proper operation during the maintenance service or load bank analysis, the item(s) will be discussed with the Environmental Services Division for evaluation. Repairs must not be performed without prior authorization from the City.

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Title: Generator Maintenance and Repair Services

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If authorization is granted, the repair work will be performed by factory-trained personnel, and the successful respondent will be compensated accordingly. Cost estimates must be submitted to the City representative(s) before performing any work.

The successful respondent must also represent and warrant that all repair parts will be competitively priced at or below current industry list pricing.

The City reserves the right to obtain alternate quotes for all repair work if the successful respondent's cost estimate is deemed excessive.

All repair work authorized by the City must be performed promptly. The successful respondent must complete all repair work and ensure the generator unit(s) are operating properly. Under no circumstances shall the technician(s) remove or bypass any safety devices, guards, or shields that would compromise the safety of personnel or equipment.

A monthly or at minimum quarterly planned work schedule must be provided to the City of Clermont. This schedule must list planned service tasks, generator locations, and post-service confirmation of completed work. It must be maintained as a single document throughout the year and kept separate from individual invoices.

### 3.5. Qualification Requirements

The successful respondent must provide technician(s) who are highly skilled in generator repair, setup, diagnostics, and preventive maintenance. These technicians must have at least five (5) years of experience working with commercial generator systems and provide evidence with the proposal response.

Respondents must clearly state which manufacturer equipment the technicians are authorized to service. Respondents who fail to provide this information may have their bids deemed nonresponsive.

Technicians must:

- Provide current certifications, licenses, or factory-authorized credentials
- Be listed by name, with resumes or qualifications included
- Be approved by the City prior to working on City equipment
- Appear in clean, professional uniforms clearly identifying the contractor or company name. Technicians must wear all appropriate personal protective equipment (PPE) in compliance with OSHA and manufacturer safety standards.
- Be managed by a designated single point of contact (SPOC) assigned by the contractor. This individual shall be responsible for coordinating all service scheduling, reporting, emergency response logistics, and communication with City personnel for the duration of the contract. The SPOC must be available during normal business hours and on-call during emergencies. Contact information must be provided upon award.

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Title: Generator Maintenance and Repair Services

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If new technicians are hired during the contract term, resumes and references must be submitted to the City's Contract Manager for approval prior to performing any work.

The technician(s) must supply all required tools, equipment, labor, and parts. All services must be performed promptly to minimize downtime. The technician must also remove and properly dispose of all debris, fluids, and replaced parts in accordance with safety and environmental regulations.

Submitted pricing must include all labor, materials, tools, transportation, and reasonable overhead costs anticipated during the contract term.

The City of Clermont is considered a priority customer ("prime contract") for all scheduled and emergency services. Contractor must ensure uninterrupted support for critical operations during any weather-related or declared emergencies. A complete Emergency Response Plan must be submitted annually by April 1 and updated as needed.

**ALTERNATIVE POWER SOLUTION, INC**  
**RFB No. RFB 25-094**  
**Generator Maintenance and Repair Services**

**PRICE TABLES**

**FULL MAINTENANCE SERVICES:** Preventive Maintenance Inspections (PMI) and Service completed annually.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	0-75/kw. (all makes and models)	48	Each	\$325.00	\$15,600.00
2	76-125/kw. (all makes and models)	17	Each	\$390.00	\$6,630.00
3	126-250/kw. (all makes and models)	22	Each	\$490.00	\$10,780.00
4	251-500/kw. (all makes and models)	14	Each	\$580.00	\$8,120.00
5	501-1000/kw. (all makes and models)	3	Each	\$990.00	\$2,970.00
6	1001/kw. and larger (all makes and models)	3	Each	\$1,793.00	\$5,379.00
<b>Total</b>					<b>\$49,479.00</b>

**SECONDARY PREVENTIVE MAINTENANCE INSPECTIONS:** Secondary Preventive Maintenance Inspections (PMI only) completed within six months of the maintenance.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	0-75/kw. (all makes and models)	48	Each	\$105.00	\$5,040.00
8	76-125/kw. (all makes and models)	17	Each	\$105.00	\$1,785.00
9	126-250/kw. (all makes and models)	22	Each	\$105.00	\$2,310.00
10	251-500/kw. (all makes and models)	14	Each	\$105.00	\$1,470.00
11	501-1000/kw. (all makes and models)	3	Each	\$105.00	\$315.00
12	1001/kw. and larger (all makes and models)	3	Each	\$105.00	\$315.00
<b>Total</b>					<b>\$11,235.00</b>

**ALTERNATIVE POWER SOLUTION, INC**  
**RFB No. RFB 25-094**  
**Generator Maintenance and Repair Services**

**COOLANT FLUSH**: Conducted every 36 month beginning the first year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
13	0-75/kw. (all makes and models)	48	Each	\$330.00	\$15,840.00
14	76-125/kw. (all makes and models)	17	Each	\$390.00	\$6,630.00
15	126-250/kw. (all makes and models)	22	Each	\$505.00	\$11,110.00
16	251-500/kw. (all makes and models)	14	Each	\$710.00	\$9,940.00
17	501-1000/kw. (all makes and models)	3	Each	\$895.00	\$2,685.00
18	1001kw and greater.(all makes and models)	3	Each	\$1,055.00	\$3,165.00
Total					\$49,370.00

**LOAD BANK ANALYSIS (3-4 HOUR TESTING)**: Conducted every 36 months beginning the second year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
19	0-75/kw. (all makes and models)	48	Each	\$245.00	\$11,760.00
20	76-125/kw. (all makes and models)	17	Each	\$345.00	\$5,865.00
21	126-250/kw. (all makes and models)	22	Each	\$440.00	\$9,680.00
22	251-500/kw. (all makes and models)	14	Each	\$550.00	\$7,700.00
23	501-1000/kw. (all makes and models)	3	Each	\$1,500.00	\$4,500.00
24	1001kw and greater.(all makes and models)	3	Each	\$2,250.00	\$6,750.00
Total					\$46,255.00

ALTERNATIVE POWER SOLUTION, INC  
 RFB No. RFB 25-094  
 Generator Maintenance and Repair Services

**BELT REPLACEMENT:** Conducted every 36 months beginning the third year

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	0-75/kw. (all makes and models)	48	Each	\$157.00	\$7,536.00
26	76-125/kw. (all makes and models)	17	Each	\$197.00	\$3,349.00
27	126-250/kw. (all makes and models)	22	Each	\$215.00	\$4,730.00
28	251-500/kw. (all makes and models)	14	Each	\$342.00	\$4,788.00
29	501-1000/kw. (all makes and models)	3	Each	\$605.00	\$1,815.00
30	1001kw and greater.(all makes and models)	3	Each	\$1,200.00	\$3,600.00
Total					\$25,818.00

ALTERNATIVE POWER SOLUTION, INC  
 RFB No. RFB 25-094  
 Generator Maintenance and Repair Services

FUEL AND OIL ANALYSIS: Conducted every twelve (12) months

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
31	Fuel Testing 0-75/kw. (all makes and models)	48	Each	\$77.00	\$3,696.00
32	Fuel Testing 76-125/kw. (all makes and models)	17	Each	\$77.00	\$1,309.00
33	Fuel Testing 126-250/kw. (all makes and models)	22	Each	\$77.00	\$1,694.00
34	Fuel Testing 251-500/kw. (all makes and models)	14	Each	\$77.00	\$1,078.00
35	Fuel Testing 501-1000/kw. (all makes and models)	3	Each	\$77.00	\$231.00
36	Fuel Testing 1001/kw. and Larger (all makes and models)	3	Each	\$77.00	\$231.00
37	Oil Testing 0-75/kw. (all makes and models)	48	Each	\$77.00	\$3,696.00
38	Oil Testing 76-125/kw. (all makes and models)	17	Each	\$77.00	\$1,309.00
39	Oil Testing 126-250/kw. (all makes and models)	22	Each	\$77.00	\$1,694.00
40	Oil Testing 251-500/kw. (all makes and models)	14	Each	\$77.00	\$1,078.00
41	Oil Testing 501-1000/kw. (all makes and models)	3	Each	\$77.00	\$231.00
42	Oil Testing 1001/kw. and Larger (all makes and models)	3	Each	\$77.00	\$231.00
				Total	\$16,478.00

ALTERNATIVE POWER SOLUTION, INC  
 RFB No. RFB 25-094  
 Generator Maintenance and Repair Services

HOURLY LABOR RATES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
43	Service Rate Per Hour: During Work Hours, 8:00 am to 5:00 pm, Mon. – Fri.	1	Hourly Rate	\$110.00	\$110.00
44	Service Rate Per Hour: After Work Hours, 5:01 pm to 7:59 am, Mon. – Fri.	1	Hourly Rate	\$165.00	\$165.00
45	Service Rate Per Hour: Weekends / Holidays, 12:00 am to 11:59 pm	1	Hourly Rate	\$165.00	\$165.00
46	Emergency Service Call: After Work Hours, 5:01 pm to 7:59 am, Mon. – Fri.	1	Hourly Rate	\$165.00	\$165.00
47	Emergency Service Call: Weekends / Holidays, 12:00 am to 11:59 pm	1	Hourly Rate	\$165.00	\$165.00
48	Additional Fee (if any): During Work Hours, 8:00 am to 5:00 pm, Mon. – Fri.	1	Hourly Rate	\$0.00	\$0.00
49	Additional Fee (if any): After Work Hours, 5:01 pm to 7:59 am, Mon. – Fri.	1	Hourly Rate	\$0.00	\$0.00
50	Additional Fee (if any): Weekends / Holidays, 12:00 am to 11:59 pm	1	Hourly Rate	\$0.00	\$0.00
				Total	\$770.00

REPLACEMENT PARTS

Line Item	Description	Unit of Measure	Percentage
51	Cost Plus Percentage: Enter the percent markup above cost for replacement parts	Cost Plus	20%

**FORM 8 – AFFIDAVIT OF COMPLIANCE**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Seminole

Attest to the Power Solution

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of "Entity", hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 1/20/2026 Signed: [Signature]

Entity: Attest-toe Power Solution Name: Efrain Rivera  
Title: President

Sworn to (or affirmed) and subscribed before me this 20<sup>th</sup> day of January, 2026, by Efrain Rivera



[Signature]  
Notary Signature

Sheetal Patel

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_

OR Produced Identification ✓

Type of Identification Produced FDL

**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Alternative Power Solutions *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Alternative Power Solutions *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]  
Print Name: FRAN RIVERS  
Title: President  
Date: 1/20/2026

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of January, 2026 by FRAN RIVERS *[name of officer or agent, title of officer or agent]* of Alternative Power Solutions *[name of contractor company acknowledging]*, a Florida *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL *[type of identification]* as identification.

[Notary Seal]

Notary Public [Signature]

Sheetal Patel  
Name typed, printed or stamped

My Commission Expires: 10/19/2026



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Efrain Rivera 

## My Company Account

# My Company Profile

## Company Information

### Company Name

Alternative Power Solutions, Inc

### Doing Business As (DBA) Name

Alternative Power Solutions, Inc

### Company ID

1857336

### Enrollment Date

Jul 20, 2022

### Employer Identification Number (EIN)

593722716

### Unique Entity Identifier (UEI)

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### DUNS Number

119459308

### Total Number of Employees

10 to 19

### NAICS Code

541

### Sector

Professional, Scientific, and Technical Services

### Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

# Employer Category

## Employer Category

None of these categories apply

[Edit Employer Category](#)

# Points of Contact

Name	↕	Number	↕	Ext	↕	Email	↕	Signatory	↕
Valerie Miranda		(407) 261-5543		103		valerie@apowersolution.com		No	
Lydia I. Jimenez		(407) 261-5543		106		lydia@apowersolution.com		No	
Efrain Rivera		(407) 261-5543				efrainr@apowersolution.com		Yes	

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1

[Edit Points of Contact](#)

# Company Addresses

## Physical Address

6438 University Blvd, Suite 15  
Suite 15  
Winter Park, FL 32792

## Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

# Hiring Sites

## Number of Sites

1

[Edit Hiring Sites](#)

# Company Access

## My Company is configured to:

Verify Its Own Employees

## Memorandum of Understanding

[View Current MOU](#)


[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



 An official website of the United States government [Here's how you know](#)



 Efrain Rivera ▼

## Dashboard

### User Profile

 [Edit](#)

Name	Email Address	Phone Number
Efrain Rivera	efrainr@apowersolution.com	(407) 261-5543

## 1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

[+ Link User Account](#)

User ID	Status	User Role	Company
<a href="#">ERIV5467</a>	ACTIVE	Program Administrator	Alternative Power Solutions

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**RESOLUTION 2026-25**  
**GENERATOR MAINTENANCE AND REPAIR SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING ALTERNATIVE POWER SOLUTIONS, INC., CONTRACT WITH CITY OF CLERMONT, FLORIDA FOR GENERATOR MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Alternative Power Solutions, Inc., has expressed a desire to provide generator maintenance and repair services to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the Alternative Power Solutions, Inc., contract with the City of Clermont, Florida for generator maintenance and repair services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between Alternative Power Solutions, Inc., and City of Clermont, Florida for generator maintenance and repair services as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. FUTURE AMENDMENTS.** The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than \$50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

**SECTION 5. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

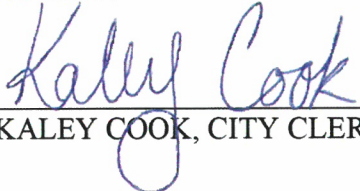
**SECTION 6. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.


**SECTION 7. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17<sup>th</sup> day of February 2026.

ATTEST:

  
KALEY COOK, CITY CLERK

CITY OF PALM COAST  
  
MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

  
MARCUS DUFFY, CITY ATTORNEY



Attachment: Exhibit "A" – Piggyback Contract with Alternative Power Solutions, Inc.