

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20040772

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the award of Formal Quotation No. Q-040331, The Annual Purchase of Generators for Facilities Management to the following pool of qualified vendors: Pantropic Power; Cummins Southeastern Power; and Florida Detroit Diesel – Allison. This quotation shall be in effect for one year, or until new quotations are taken and awarded. Also request authority to renew this quotation for four additional one year periods, under the same terms and conditions, if in the best interest of the County, at the expiration of the original term. It is anticipated that as many as 100 generators may be purchased over the next five years. Each purchase will be competitively quoted among the qualified vendors; the award will be to the low quoter and processed per the County's established procedures – for example, if the total cost is over \$50,000, Board approval will be required.

**WHY ACTION IS NECESSARY:** Purchases exceeding \$50,000 require Board approval.

**WHAT ACTION ACCOMPLISHES:** Enables Facilities Management to obtain generators on an as-needed basis from a pre-qualified pool of vendors.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #**

*C2C*

**3. MEETING DATE:**

*06-29-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

*AC-4-1*

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Facilities Management

BY: Richard Beck, Director

**BACKGROUND:** On April 2, 2004, the Division of Purchasing received a request from Facilities Management to quote the annual purchase of generators. Sealed quotations were received on April, 27, 2004; an evaluation committee met on June 10, 2004 and recommended that Pantropic Power, Cummins Southeastern Power and Florida Detroit Diesel – Allison receive an award and eligibility to quote on upcoming projects.

Funds will be made available on a project specific basis.

**Please see attachments:**

- (1) Tabulation Sheet
- (2) Specifications
- (3) Quotes from Pantropic Power, Cummins Southeastern Power, Florida Detroit Diesel – Allison
- (4) Evaluation Committee Recommendation

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>January 6-10-04</i>	<i>6/10/04</i>			<i>KOC 6/10/04</i>	OA <i>6/10/04</i>	OM <i>6/14/04</i>	Risk <i>6/10/04</i>	GC <i>6/10/04</i>	<i>January 6-10-04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *6/10/04*  
 Time: *5:30 PM*  
 Forwarded to: *PL*

RECEIVED BY  
 COUNTY ADMIN: *CB*  
*6/10/04*  
*4:32 pm*  
 COUNTY ADMIN  
 FORWARDED TO: *PL*  
*6-10-04*  
*5 PM*



VENDORS	BO'S ELECTRIC & SPECIALTIES INC. - TAW POWER/KOHLER	BO'S ELECTRIC & SPECIALTIES INC. - MQ POWER	FLORIDA DETROIT		
ADDENDUM ACKNOWLEDGED	YES	YES	YES		
IS THREE COPIES INCLUDED	YES	YES	YES		
DELIVER WITH OWN VEHICLE	NO	NO	YES		
START IN CALENDAR DAYS	BLANK	BLANK	1		
LOCAL VENDOR PREFERENCE	YES	YES	YES		
MODIFICATIONS	NO	NO	NO		
QUOTE SIGNED	YES	YES	YES		
OCCUPATIONAL LICENSE	YES	YES	YES		
QUALIFIED	NO	NO	YES		
<b>NO BIDS</b>					
Rexel Mader Motor & Control					
Walker Miller Equipment Co., Inc.					
Paramount Electrical Distributors Inc.					
Power Logics Inc.					
Superior Power Equipment Company					
POSTING TIME/DATE					
FROM: /					
UNTIL: /					
BY:					



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-040331

OPEN DATE: APRIL 27, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: APRIL 14, 2004

AND TIME: 10:00 A.M.

LOCATION: LEE COUNTY PURCHASING  
1825 HENDRY ST., 3<sup>RD</sup> FL  
FT. MYERS, FL 33901

# REQUEST FOR QUOTATIONS

## TITLE:

## ANNUAL PURCHASE OF GENERATORS

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

1825 Hendry St 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 344-5450



**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
District One

Douglas R. St. Cemy April 14, 2004  
District Two

Ray Judah  
District Three

Formal Quotation No.: Q-040331

Andrew W. Coy  
District Four

John E. Albion  
District Five

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
ANNUAL PURCHASE OF GENERATORS**

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL  
QUOTE FORM - PAGE 13.**

The original specifications and other contract documents are amended as noted below:

Points of clarification:

\*Page 16 – General Information: Lee County will be responsible for any and all work that requires a license; i.e., duct work, plumbing, etc.

\*Page 18 – Conditions (As Applicable): Certification from the generator manufacturer that a load test has been performed will be acceptable.

Page 23 – IV. Training

The following language is added:

“Lee County must be able to send, at its discretion, County personnel to factory training schools (at the County’s expense) at the same cost(s)/fee(s) charged to dealers (no mark-up will be allowed). In addition, the County must be added to factory mailing lists/databases to ensure that factory service bulletins on the generators it purchases are received in a timely fashion.”

Page 24 – X. Engine Manufacturer

The language is changed to read as follows:

“In order to qualify under these specifications, it is the County’s preference that the generator(s) brand(s) be powered by the manufacturer’s engine whenever possible and feasible. For example, a Caterpillar generator should be powered by a Caterpillar engine. Any non-matching engine brand(s) must be pre-approved by Lee County.”



**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
District One

Douglas R. St. Cemy Addendum #1  
District Two

Formal Quote No.: Q-040331

Ray Judah  
District Three

Page 2 of 2

Andrew W. Coy  
District Four

Page 28 - X. Engine Manufacturer

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

"Did this vendor adequately explain its capability of supplying generator brands that are powered by the manufacturer's engine whenever possible and feasible? Is the vendor in agreement that any non-matching engine brand(s) must be approved by Lee County?"

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5457.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB  
Purchasing Agent

Cc: Lisa Pierce/Minutes  
Larry Clifford/Utilities  
Baxter Rothell/Facilities  
Bill Prussman/Fleet Management  
John Wilson/Public Safety

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

**1. SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  - 1. Marked with the words "Sealed Quote"
  - 2. Name of the firm submitting the quotation
  - 3. Title of the quotation
  - 4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  - 1. The original consisting of the Lee County quotes forms completed and signed.
  - 2. A copy of the original quote forms for the Purchasing Director.
  - 3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  - 2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.



3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

**“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance



with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF GENERATORS**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges  
receipt of Addenda numbers:

\_\_\_\_\_

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO \_\_\_\_\_

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Does your firm have a location/office/facility in Lee County?

YES \_\_\_\_\_ NO \_\_\_\_\_

Address: \_\_\_\_\_

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GENERATORS**

**SECTION I – GENERAL INFORMATION**

**SCOPE**

The intent of this specification is to provide for the purchase by Lee County Facilities Management of fixed and trailer-mounted generators – 20KW and larger – with automatic transfer switches for County-wide use, on an annual basis.

**TERM OF QUOTE**

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote, or any portion thereof, has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

**GENERAL INFORMATION**

The equipment provided under these specifications shall be new and unused.

As required, Lee County will be responsible for providing the concrete pad, electrical work, and crane service.

**REQUIRED EQUIPMENT**

The equipment required under this quote shall be the manufacturer's latest production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature.

**DELIVERY REQUIREMENTS**

Units purchased under this quote are to be delivered, F.O.B., Lee County, Florida, as directed. All prices quoted – see "Basis of Award" - shall include delivery as directed.

**REGULAR DEALER**

Quotes will only be considered from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the product in question.

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access 24 hours per day, 365 days per year, to these products in the event of major breakdowns or natural disasters.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

REQUIRED SUBMITTALS

The submittals requested should be returned as directed with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

VENDOR CONTACT

The awarded vendor shall appoint a person to act as a primary contact for Lee County. This person or backup shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

DOCUMENTATION

1. The awarded vendor shall furnish three complete sets of shop manuals for all generators supplied.
2. The awarded vendor shall furnish three complete sets of maintenance manuals for all generators supplied.
3. The awarded vendor shall furnish three complete sets of the operating manuals for all generators supplied.
4. The awarded vendor shall furnish three complete sets of parts manuals for all generators supplied.

CONDITIONS (AS APPLICABLE)

1. The generator sets, enclosures, trailers and other specified equipment shall be standard equipment as specified by the manufacturer for the specified model, and shall comply with all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the maintenance of motor vehicles and OSHA standards CFR 29 1910/1926 (as applicable and to latest standards).
2. The successful quoter shall be responsible for delivering units that are new and unused, properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - a. Complete lubrication
  - b. Check all fluid levels to assure proper fill (Lee County will be responsible for filling the unit with diesel fuel).
  - c. Adjustment of engine to proper operating condition.
  - d. Inflate tires to proper pressure.
  - e. Check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
  - f. Alignment and all wheels balanced.

- g. Cleaning of each unit, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
  - h. Overall check for safe operating condition.
3. Furnish a completed copy of the manufacturer's standard retail sale pre-delivery service form noted and signed.
4. Delivery does not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the units meet specifications and conditions contained herein.
5. Units shall be delivered with each of the following documents satisfactorily completed.
  - a. Statement of Origin
  - b. Owner/operator Manual, three each
  - c. Warranty Certifications
  - d. Copy of Pre-delivery Service Report
  - e. DHSMV-V-40, Application for Title
  - f. Sales Tax Exemption Form DR-41.A
  - g. Temporary Tag
6. All documents must be properly filled out, signed and notarized, as necessary.
7. Date of purchase is the date of final delivery and shall be correct on all forms.

It shall be understood by the quoter that the quote covers complete and fully operative units as specified.

**NOTE:           AWARDED VENDOR(S) WILL BE RESPONSIBLE FOR INTIAL START-UP AND RUNNING OF THE UNIT(S) PRIOR TO FINAL ACCEPTANCE BY THE COUNTY. DOCUMENTATION OF LOAD TEST WILL ALSO BE REQUIRED TO BE PROVIDED PRIOR TO FINAL ACCEPTANCE BY THE COUNTY.**

#### SAFETY

The awarded vendor shall make Lee County aware of any special warnings or instructions concerning installation, start-up, operation, and maintenance of the equipment.

The equipment shall be furnished with all standard guards, handholds, and warning labels as per OSHA requirements.

#### CONTRACTS/AGREEMENTS

If your firm will require Lee County to sign any type of contract and/or agreement as part of this quotation, please include a copy of these documents with your quotation.

#### ESTIMATED QUANTITY

Lee County anticipates purchasing as many as 100 generators over the next 5 years. This is only an estimate, no guarantees are expressed or implied.



SITE VISITS

Lee County reserves the right to make site visits to vendor facilities as part of the evaluation procedure.

**SECTION II – VENDOR QUALIFICATIONS**

PLEASE USE ADDITIONAL SHEETS OF PAPER AS NECESSARY TO RESPOND IN FULL TO THE FOLLOWING QUESTIONS/REQUIREMENTS.

PLEASE SUBMIT ALL REQUIRED SUBMITTALS IN TRIPLICATE.

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

**NOTE: IN ORDER TO QUALIFY TO PROCEED AND BE CONSIDERED FOR AWARD AS A QUALIFIED VENDOR; A “PASS” MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE “SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS”.**

REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:

I. EXPERIENCE

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Further, all companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use.

**Describe experience in narrative form, no longer than two (2) 8-1/2” x 11” pages and include references.**

II. FINANCIAL QUALIFICATIONS (MINIMUM)

NOTE : Your certificate of insurance must meet the following requirements:

Requirement #1 :

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2 :

Certificate holder shall be listed as follows :

Lee County Board of County Commissioners  
C /O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902

Requirement #3:

Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

***\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

a. An appropriate "Indemnification" clause shall be made a provision of the contract.

b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.**

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. (Please include the address and phone number of this location.)

**Please explain how your firm complies with this requirement.**

NOTE: For informational purposes only, in your response to this requirement, please include the addresses and phone numbers of any additional parts and service facilities you may have in addition to the required location within the 50 mile radius.

IV. TRAINING

Companies submitting this pre-qualification must be able to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel; and, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer.

**Please explain how your firm complies with this requirement.**

V. ENGINE & GENERATOR REPLACEMENT PARTS

Companies submitting this pre-qualification must have no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times.

Lee County will require that the awarded vendor(s) make provision for four delivery situations:

1. On the shelf parts shall be delivered the same day as ordered.
2. Manufacturer regional warehouse items shall be delivered after receipt by vendor, freight included, on next working day.
3. Factory back-ordered parts shall be delivered the same day they are received by the vendor.
4. Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill listed on invoice).

**Please explain how your firm complies with this requirement.**

VI. WARRANTY

A minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) shall be provided on all installation work and equipment covered under these specifications.

**Please explain how your firm complies with this requirement.**

VII. UL APPROVALS

Companies submitting this pre-qualification must be capable of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable).

**Please explain how your firm complies with this requirement.**

### VIII. GENERAL EQUIPMENT REQUIREMENTS

Each generator will be specified and purchased separately as dictated by the specific application – see “Basis of Award” – however, companies submitting this pre-qualification must be capable of supplying generators – upon request - that incorporate the following features (alone or in combination):

NOTE: The following are not firm specifications as each application will vary; they are included for evaluation purposes only.

-Upon request, the stationary and trailer-mounted generator sets shall have a key lockable, waterproof, aluminum, sound attenuated enclosure.

-Upon request, the stationary and trailer-mounted generator sets shall have a liquid cooled diesel powered engine, safety shutdowns (minimum of 5), gauges (minimum of 7), auto start panel, minimum 3-amp trickle battery charger with auto-shutoff, and critical muffler.

-Upon request, the trailer-mounted generator sets shall be mounted on an FDOT approved over the road towable trailer with a 2” ball tongue, a leveling system, a minimum 15 cubic foot lockable aluminum storage box, and a County standard NAPA trailer plug.

-Upon request, the trailer-mounted generator sets shall be equipped with a 3 position voltage selector switch (120/208 single phase, 120/208 three phase, and 277/480 three phase).

-Upon request, the stationary and trailer-mounted generator sets shall be equipped with a double-walled, sub-based, steel fuel tank; with a minimum capacity of 100 gallons, capable of supplying fuel to the engine for a minimum of 72 hours of operation at 100% load.

NOTE: In order to prove compliance with this section’s requirements, companies submitting this pre-qualification may want to include examples of similar generator sets that have been built and sold to their customer base.

**Please explain how your firm complies with this requirement.**

### VIII. FACTORY AUTHORIZED DISTRIBUTOR

Companies submitting this pre-qualification must be a factory authorized distributor for the generator brand(s) they will be offering Lee County. Proof of this status should be submitted with your quote package.

**Please explain how your firm complies with this requirement.**

### X. ENGINE MANUFACTURER

In order to qualify under these specifications, the generator(s) brand(s) quoted must be powered by the manufacturer’s engine. For example, a Caterpillar generator must be powered by a Caterpillar engine (third party or engine brands/makes that do not match the brand name of the generator will not be acceptable).

**Please explain how your firm complies with this requirement.**

**SECTION III – BASIS OF AWARD**

All vendors meeting the requirements of these specifications – achieving a “Pass” on all evaluation criteria - will receive an award.

It is the County’s intent to award to a pool of qualified vendors. When the County desires to purchase a generator – either fixed or trailer-mounted – the following procedure will be followed:

1. All qualified vendors in the pool will be contacted by Lee County Purchasing.
2. Quote packets – specific to the generator being quoted - will be distributed to each qualified vendor.
3. An on-site conference for all qualified vendors will be scheduled at the facility – attendance will be mandatory.
4. Sealed quotes will be received and opened by Purchasing at a stated date and time.
5. Award will be to the low quoter. The award will be processed according to the County’s established procedures – for example, if the total cost is over \$50,000, Board approval will be required.

SAMPLE A

EVALUATION SHEETS FOR  
REQUEST FOR QUALIFICATIONS

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

Committee Evaluation Date/Time: \_\_\_\_\_

Vendor Evaluated: \_\_\_\_\_

I. EXPERIENCE

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Was the narrative describing this provided and are the qualifications acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

All companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use. Were the references and accompanying information provided? Were the reference checks acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

II. FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification request must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL



IV. TRAINING

Did this vendor adequately explain its ability to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel? And, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer? Were these requirements met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

V. ENGINE & GENERATOR REPLACEMENT PARTS

Did this vendor adequately explain its capability of having no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VI. WARRANTY

Did this vendor provide adequate proof of a minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) on all installation work and equipment covered under these specifications?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VII. UL APPROVALS

Did this vendor adequately explain its capability of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable)?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VIII. GENERAL EQUIPMENT REQUIREMENTS

Did this vendor adequately explain its capability of supplying generators – upon request - that incorporate the features (alone or in combination) listed under this section?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VIII. FACTORY AUTHORIZED DISTRIBUTOR

Did this vendor adequately explain its status as a factory authorized distributor for the generator brand(s) that will be offered to Lee County. Was proof of this status provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

X. ENGINE MANUFACTURER

Did this vendor adequately explain its capability of supplying generator brands that are powered by the manufacturer's engine? For example, a Caterpillar generator must be powered by a Caterpillar engine.

\_\_\_\_\_PASS

\_\_\_\_\_FAIL

**SAMPLE B**

**REFERENCE CHECK FORM**

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

1. Has this company provided generators and transfer switches – with installation - similar to that being quoted to Lee County to your firm/entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. During the delivery and installation of the generators, how was their response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

3. Once the generators are delivered and installed, how would you rate the follow-up and availability of their managerial and support staff?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

4. Would you recommend employment of this company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

REFERENCE CALLED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

CHECKER'S SIGNATURE: \_\_\_\_\_

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

- 11. The mailing envelope has been addressed to:
 

<b>MAILING ADDRESS</b>	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing	Lee County Purchasing
P.O. Box 398                      or	1825 Hendry St 3 <sup>rd</sup> Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

- 12. The mailing envelope **MUST** be sealed and marked with:  
 Quote Number  
 Opening Date and/or Receiving Date

- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

- 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:
  - Do not offer this product       Insufficient time to respond.
  - Unable to meet specifications (why)
  - Unable to meet bond or insurance requirement.
  - Other: \_\_\_\_\_

Company Name and Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT # 3**

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF GENERATORS

DATE SUBMITTED: April 27<sup>th</sup> 2004

VENDOR NAME: Pantropic Power

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

One Buddy Addendum #1

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES  NO

\* TO BE STARTED WITHIN \*\* CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Please See Modifications \*

Does your firm have a location/office/facility in Lee County?

YES  NO

Address: 2471 Rock Hill Rd Ft Myers FL

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes  No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Concerning \* To be started within \_\_\_\_\_ calendar days of receipt of Purchase Order. Each Generator is case specific and depending on the needs of Lee County for a Generator the delivery times will vary. No set time in calendar days can be stated.

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Pantropic Power

BY (Printed): Aaron Bardsley

BY (Signature): Aaron Bardsley

TITLE: Customer Solutions Rep

FEDERAL ID # OR S.S.# 592749643

ADDRESS: 2471 Rock Hill Rd

Ft. Myers, FL 33916

PHONE NO.: 239-462-1852

FAX NO.: 239-649-5277

CELLULAR PHONE/PAGER NO.: 239-462-1852

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 950906

E-MAIL ADDRESS: axbardsl@pantropic.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GENERATORS**

**SECTION I – GENERAL INFORMATION**

**SCOPE**

The intent of this specification is to provide for the purchase by Lee County Facilities Management of fixed and trailer-mounted generators – 20KW and larger – with automatic transfer switches for County-wide use, on an annual basis.

**TERM OF QUOTE**

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote, or any portion thereof, has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

**GENERAL INFORMATION**

The equipment provided under these specifications shall be new and unused.

As required, Lee County will be responsible for providing the concrete pad, electrical work, and crane service.

**REQUIRED EQUIPMENT**

The equipment required under this quote shall be the manufacturer's latest production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature.

**DELIVERY REQUIREMENTS**

Units purchased under this quote are to be delivered, F.O.B., Lee County, Florida, as directed. All prices quoted – see "Basis of Award" - shall include delivery as directed.

**REGULAR DEALER**

Quotes will only be considered from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the product in question.

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access 24 hours per day, 365 days per year, to these products in the event of major breakdowns or natural disasters.



INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

REQUIRED SUBMITTALS

The submittals requested should be returned as directed with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

VENDOR CONTACT

The awarded vendor shall appoint a person to act as a primary contact for Lee County. This person or backup shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

DOCUMENTATION

1. The awarded vendor shall furnish three complete sets of shop manuals for all generators supplied.
2. The awarded vendor shall furnish three complete sets of maintenance manuals for all generators supplied.
3. The awarded vendor shall furnish three complete sets of the operating manuals for all generators supplied.
4. The awarded vendor shall furnish three complete sets of parts manuals for all generators supplied.

CONDITIONS (AS APPLICABLE)

1. The generator sets, enclosures, trailers and other specified equipment shall be standard equipment as specified by the manufacturer for the specified model, and shall comply with all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the maintenance of motor vehicles and OSHA standards CFR 29 1910/1926 (as applicable and to latest standards).
2. The successful quoter shall be responsible for delivering units that are new and unused, properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - a. Complete lubrication
  - b. Check all fluid levels to assure proper fill (Lee County will be responsible for filling the unit with diesel fuel).
  - c. Adjustment of engine to proper operating condition.
  - d. Inflate tires to proper pressure.
  - e. Check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
  - f. Alignment and all wheels balanced.

- g. Cleaning of each unit, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
  - h. Overall check for safe operating condition.
- 3. Furnish a completed copy of the manufacturer's standard retail sale pre-delivery service form noted and signed.
  - 4. Delivery does not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the units meet specifications and conditions contained herein.
  - 5. Units shall be delivered with each of the following documents satisfactorily completed.
    - a. Statement of Origin
    - b. Owner/operator Manual, three each
    - c. Warranty Certifications
    - d. Copy of Pre-delivery Service Report
    - e. DHSMV-V-40, Application for Title
    - f. Sales Tax Exemption Form DR-41.A
    - g. Temporary Tag
  - 6. All documents must be properly filled out, signed and notarized, as necessary.
  - 7. Date of purchase is the date of final delivery and shall be correct on all forms.

It shall be understood by the quoter that the quote covers complete and fully operative units as specified.

**NOTE: AWARDER VENDOR(S) WILL BE RESPONSIBLE FOR INITIAL START-UP AND RUNNING OF THE UNIT(S) PRIOR TO FINAL ACCEPTANCE BY THE COUNTY. DOCUMENTATION OF LOAD TEST WILL ALSO BE REQUIRED TO BE PROVIDED PRIOR TO FINAL ACCEPTANCE BY THE COUNTY.**

**SAFETY**

The awarded vendor shall make Lee County aware of any special warnings or instructions concerning installation, start-up, operation, and maintenance of the equipment.

The equipment shall be furnished with all standard guards, handholds, and warning labels as per OSHA requirements.

**CONTRACTS/AGREEMENTS**

If your firm will require Lee County to sign any type of contract and/or agreement as part of this quotation, please include a copy of these documents with your quotation.

**ESTIMATED QUANTITY**

Lee County anticipates purchasing as many as 100 generators over the next 5 years. This is only an estimate, no guarantees are expressed or implied.

SITE VISITS

Lee County reserves the right to make site visits to vendor facilities as part of the evaluation procedure.

**SECTION II – VENDOR QUALIFICATIONS**

PLEASE USE ADDITIONAL SHEETS OF PAPER AS NECESSARY TO RESPOND IN FULL TO THE FOLLOWING QUESTIONS/REQUIREMENTS.

PLEASE SUBMIT ALL REQUIRED SUBMITTALS IN TRIPLICATE.

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

**NOTE: IN ORDER TO QUALIFY TO PROCEED AND BE CONSIDERED FOR AWARD AS A QUALIFIED VENDOR; A “PASS” MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE “SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS”.**

**REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:**

**I. EXPERIENCE**

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Further, all companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use.

**Describe experience in narrative form, no longer than two (2) 8-1/2” x 11” pages and include references.**

**II. FINANCIAL QUALIFICATIONS (MINIMUM)**

**NOTE** : Your certificate of insurance must meet the following requirements:

**Requirement #1** :

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2** :

Certificate holder shall be listed as follows :

Lee County Board of County Commissioners  
C /O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902

Requirement #3:

Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

**\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."**

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. **"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.**

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

a. An appropriate "Indemnification" clause shall be made a provision of the contract.

b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.**

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. (Please include the address and phone number of this location.)

**Please explain how your firm complies with this requirement.**

**NOTE:** For informational purposes only, in your response to this requirement, please include the addresses and phone numbers of any additional parts and service facilities you may have in addition to the required location within the 50 mile radius.

#### IV. TRAINING

Companies submitting this pre-qualification must be able to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel; and, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer.

**Please explain how your firm complies with this requirement.**

#### V. ENGINE & GENERATOR REPLACEMENT PARTS

Companies submitting this pre-qualification must have no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times.

Lee County will require that the awarded vendor(s) make provision for four delivery situations:

1. On the shelf parts shall be delivered the same day as ordered.
2. Manufacturer regional warehouse items shall be delivered after receipt by vendor, freight included, on next working day.
3. Factory back-ordered parts shall be delivered the same day they are received by the vendor.
4. Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill listed on invoice).

**Please explain how your firm complies with this requirement.**

#### VI. WARRANTY

A minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) shall be provided on all installation work and equipment covered under these specifications.

**Please explain how your firm complies with this requirement.**

#### VII. UL APPROVALS

Companies submitting this pre-qualification must be capable of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable).

**Please explain how your firm complies with this requirement.**

### VIII. GENERAL EQUIPMENT REQUIREMENTS

Each generator will be specified and purchased separately as dictated by the specific application – see “Basis of Award” – however, companies submitting this pre-qualification must be capable of supplying generators – upon request - that incorporate the following features (alone or in combination):

**NOTE:** The following are not firm specifications as each application will vary; they are included for evaluation purposes only.

-Upon request, the stationary and trailer-mounted generator sets shall have a key lockable, waterproof, aluminum, sound attenuated enclosure.

-Upon request, the stationary and trailer-mounted generator sets shall have a liquid cooled diesel powered engine, safety shutdowns (minimum of 5), gauges (minimum of 7), auto start panel, minimum 3-amp trickle battery charger with auto-shutoff, and critical muffler.

-Upon request, the trailer-mounted generator sets shall be mounted on an FDOT approved over the road towable trailer with a 2” ball tongue, a leveling system, a minimum 15 cubic foot lockable aluminum storage box, and a County standard NAPA trailer plug.

-Upon request, the trailer-mounted generator sets shall be equipped with a 3 position voltage selector switch (120/208 single phase, 120/208 three phase, and 277/480 three phase).

-Upon request, the stationary and trailer-mounted generator sets shall be equipped with a double-walled, sub-based, steel fuel tank; with a minimum capacity of 100 gallons, capable of supplying fuel to the engine for a minimum of 72 hours of operation at 100% load.

**NOTE:** In order to prove compliance with this section’s requirements, companies submitting this pre-qualification may want to include examples of similar generator sets that have been built and sold to their customer base.

**Please explain how your firm complies with this requirement.**

### VIII. FACTORY AUTHORIZED DISTRIBUTOR

Companies submitting this pre-qualification must be a factory authorized distributor for the generator brand(s) they will be offering Lee County. Proof of this status should be submitted with your quote package.

**Please explain how your firm complies with this requirement.**

### X. ENGINE MANUFACTURER

In order to qualify under these specifications, the generator(s) brand(s) quoted must be powered by the manufacturer’s engine. For example, a Caterpillar generator must be powered by a Caterpillar engine (third party or engine brands/makes that do not match the brand name of the generator will not be acceptable).

**Please explain how your firm complies with this requirement.**



**SECTION III – BASIS OF AWARD**

All vendors meeting the requirements of these specifications – achieving a “Pass” on all evaluation criteria - will receive an award.

It is the County’s intent to award to a pool of qualified vendors. When the County desires to purchase a generator – either fixed or trailer-mounted – the following procedure will be followed:

1. All qualified vendors in the pool will be contacted by Lee County Purchasing.
2. Quote packets – specific to the generator being quoted - will be distributed to each qualified vendor.
3. An on-site conference for all qualified vendors will be scheduled at the facility – attendance will be mandatory.
4. Sealed quotes will be received and opened by Purchasing at a stated date and time.
5. Award will be to the low quoter. The award will be processed according to the County’s established procedures – for example, if the total cost is over \$50,000, Board approval will be required.

SAMPLE A

EVALUATION SHEETS FOR  
REQUEST FOR QUALIFICATIONS

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

Committee Evaluation Date/Time: \_\_\_\_\_

Vendor Evaluated: \_\_\_\_\_

I. EXPERIENCE

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Was the narrative describing this provided and are the qualifications acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

All companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use. Were the references and accompanying information provided? Were the reference checks acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

II. FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification request must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

IV. TRAINING

Did this vendor adequately explain its ability to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel? And, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer? Were these requirements met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

V. ENGINE & GENERATOR REPLACEMENT PARTS

Did this vendor adequately explain its capability of having no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VI. WARRANTY

Did this vendor provide adequate proof of a minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) on all installation work and equipment covered under these specifications?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VII. UL APPROVALS

Did this vendor adequately explain its capability of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable)?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VIII. GENERAL EQUIPMENT REQUIREMENTS

Did this vendor adequately explain its capability of supplying generators – upon request - that incorporate the features (alone or in combination) listed under this section?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

VIII. FACTORY AUTHORIZED DISTRIBUTOR

Did this vendor adequately explain its status as a factory authorized distributor for the generator brand(s) that will be offered to Lee County. Was proof of this status provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

X. ENGINE MANUFACTURER

Did this vendor adequately explain its capability of supplying generator brands that are powered by the manufacturer's engine? For example, a Caterpillar generator must be powered by a Caterpillar engine.

\_\_\_\_\_PASS

\_\_\_\_\_FAIL

SAMPLE B

REFERENCE CHECK FORM

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

- 1. Has this company provided generators and transfer switches – with installation - similar to that being quoted to Lee County to your firm/entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

- 2. During the delivery and installation of the generators, how was their response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

- 3. Once the generators are delivered and installed, how would you rate the follow-up and availability of their managerial and support staff?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

- 4. Would you recommend employment of this company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please explain: \_\_\_\_\_

\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_

\_\_\_\_\_

REFERENCE CALLED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

CHECKER'S SIGNATURE: \_\_\_\_\_

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- \_\_\_ 1. The Quote has been signed.
- \_\_\_ 2. The Quote prices offered have been reviewed.
- \_\_\_ 3. The price extensions and totals have been checked.
- \_\_\_ 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- \_\_\_ 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_ 6. All modifications have been acknowledged in the space provided.
- \_\_\_ 7. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- \_\_\_ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- \_\_\_ 10. Any Delivery information required is included.

\_\_\_ 11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Purchasing  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

\_\_\_ 12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
Opening Date and/or Receiving Date

\_\_\_ 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

\_\_\_ 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:

\_\_\_ Do not offer this product      \_\_\_ Insufficient time to respond.

\_\_\_ Unable to meet specifications (why)

\_\_\_ Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

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

## Section II- Vendor Qualifications

### I. Experience

Pantropic Power has professionally provided Caterpillar/ Olympian Generators to the following South Florida Counties for the last 20 years. This includes Lee, Collier, Charlotte, Glades, Hendry, Palm Beach, Broward and Dade counties. The applications of these Generators provided range from Utilities applications, such as, Wastewater Treatment Plants, Water Reclamation Facilities, Lift Stations, and Electrical Cooperatives, to Facility standby and emergency Power applications, as well as, Mobile trailer mount generator applications. The Following is a list of Generator References that have used Pantropic Power for their Power generation needs.

#### **1. City of Pembroke Pines,**

Contact: Mr. Peter Szemcsak - Utility Maintenance Supervisor.

Project date: 10/1999.

Caterpillar Model 3512, 1250kW generator set.

Office Number: 954-437-1111

#### **2. Palm Beach Community College,**

Contact: Tony Milici - Maintenance Supervisor - Office: 561-439-8037

F. Kirk Stetson - Manager of Facilities Planning - Office: 561-439-8360

Project date: 06/2001

Caterpillar Model: 3508B, 1000kW generator set

#### **3. Seminole Indian Reservation**

Contact: John Davis - Facilities Manager

Office number: 1-800-218-0007, 941-658-1313

Project date: 11/2001

Caterpillar Model: 3412, 700kW generator set with 300kVA Cat UPS

### II. Financial Qualifications

Pantropic Power meets all financial requirements concerning this quote Q-040331

**Please note: The address listed on the Certificate of Liability Insurance is a previous address and is in the process of being changed.**

## VI. Warranty

Standard factory warranty for all new Cat/ Olympian Generator equipment provided by Pantropic Power is (2) Two years.

Installation work warranty provided by others.

## VII. UL Approvals

UL 2200 approval will be provided, If specified.

## VIII. General Equipment Requirements

Pantropic Power Products prides itself in providing generator equipment as per specification.

## VIII. Factory Authorized Distributor

Pantropic Power is the only South Florida Authorized Caterpillar Dealer.

Written proof was unavailable at time of Bid. This information can be found by contacting Caterpillar Inc.

## X. Engine Manufacturer

Pantropic Power will provide Caterpillar Engines as specified by Lee County depending on the KW rating. On smaller Generators up to 275 KW, Perkins engines will be provided on approval with Lee County.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/01/03

PRODUCER  
Acordia  
Miami Division  
3225 Aviation Ave, Suite 400  
Coconut Grove, FL 33133

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
Pantropic Power Products, Inc.  
8205 NW 58th Street  
Miami FL 33166

INSURER A: LIBERTY SURPLUS INS. CORP.  
INSURER B: THE TRAVELERS INDEMNITY CO.  
INSURER C: AMERICAN INTERNATIONAL SPEC.  
INSURER D: ST. PAUL MARINE  
INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EGL60078985022	10/01/03	10/01/04	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 1000000 MED EXP (Any one person) \$ -0- PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TC25CAP457D455A03	10/01/03	10/01/04	COMBINED SINGLE LIMIT (EA accident) \$ 500000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (For accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	9745469	10/01/03	10/01/04	EACH OCCURRENCE \$ 50000000 AGGREGATE \$ 50000000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TVVXJUB487D454803	10/01/03	10/01/04	<input checked="" type="checkbox"/> IWC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	OTHER MARINE GL. SHIP REPAIR LEGAL	368FA1066	10/01/03	10/01/04	\$1000000 OCC/\$2000000 AGG \$50000FIRE/\$5000 MED/\$10000 DE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
ADDITIONAL INSURED

### CERTIFICATE HOLDER

Lee County Board of Commissioners  
2345 Union Street  
Ft. Myers, FL 33092

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

**ATTACHMENT** ASA

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF GENERATORS**

DATE SUBMITTED: April 27, 2004

VENDOR NAME: Cummins Southeastern Power, Inc.

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

1. 9/10

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO X

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Does your firm have a location/office/facility in Lee County?

YES X NO \_\_\_\_\_

Address: 2671 Edison Avenue, Ft Myers FL 33916

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No  \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Cummins Southeastern Power, Inc.

BY (Printed): Jeffrey DeMars

BY (Signature):

*Jeffrey DeMars*

TITLE:

*Sales Manager*

FEDERAL ID # OR S.S.# 59-2029422

ADDRESS: 2671 Edison Avenue

Ft Myers FL 33916

PHONE NO.: 239-337-1211 x8006

FAX NO.: 239-337-7851

CELLULAR PHONE/PAGER NO.: 239-229-4417

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 893566

E-MAIL ADDRESS: Jeffery.A.Demars@Cummins.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GENERATORS**

**SECTION I – GENERAL INFORMATION**

**SCOPE**

The intent of this specification is to provide for the purchase by Lee County Facilities Management of fixed and trailer-mounted generators – 20KW and larger – with automatic transfer switches for County-wide use, on an annual basis.

**TERM OF QUOTE**

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote, or any portion thereof, has the option of being renewed for four additional one year periods, upon mutual agreement of both parties, under the same terms and conditions.

**GENERAL INFORMATION**

The equipment provided under these specifications shall be new and unused.

As required, Lee County will be responsible for providing the concrete pad, electrical work, and crane service.

**REQUIRED EQUIPMENT**

The equipment required under this quote shall be the manufacturer's latest production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature.

**DELIVERY REQUIREMENTS**

Units purchased under this quote are to be delivered, F.O.B., Lee County, Florida, as directed. All prices quoted – see "Basis of Award" - shall include delivery as directed.

**REGULAR DEALER**

Quotes will only be considered from firms which qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the product in question.

**MAJOR BREAKDOWNS/NATURAL DISASTERS**

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access 24 hours per day, 365 days per year, to these products in the event of major breakdowns or natural disasters.

INSURANCE

Insurance shall be provided, per the attached insurance guide, prior to issuance of notice to proceed.

REQUIRED SUBMITTALS

The submittals requested should be returned as directed with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

VENDOR CONTACT

The awarded vendor shall appoint a person to act as a primary contact for Lee County. This person or backup shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

DOCUMENTATION

1. The awarded vendor shall furnish three complete sets of shop manuals for all generators supplied.
2. The awarded vendor shall furnish three complete sets of maintenance manuals for all generators supplied.
3. The awarded vendor shall furnish three complete sets of the operating manuals for all generators supplied.
4. The awarded vendor shall furnish three complete sets of parts manuals for all generators supplied.

CONDITIONS (AS APPLICABLE)

1. The generator sets, enclosures, trailers and other specified equipment shall be standard equipment as specified by the manufacturer for the specified model, and shall comply with all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the maintenance of motor vehicles and OSHA standards CFR 29 1910/1926 (as applicable and to latest standards).
2. The successful quoter shall be responsible for delivering units that are new and unused, properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - a. Complete lubrication
  - b. Check all fluid levels to assure proper fill (Lee County will be responsible for filling the unit with diesel fuel).
  - c. Adjustment of engine to proper operating condition.
  - d. Inflate tires to proper pressure.
  - e. Check to assure proper operation of all accessories, gauges, lights, mechanical and hydraulic features.
  - f. Alignment and all wheels balanced.

- g. Cleaning of each unit, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
  - h. Overall check for safe operating condition.
3. Furnish a completed copy of the manufacturer's standard retail sale pre-delivery service form noted and signed.
4. Delivery does not constitute acceptance. Final acceptance and authorization of payment will be given only after a thorough inspection indicates that the units meet specifications and conditions contained herein.
5. Units shall be delivered with each of the following documents satisfactorily completed.
  - a. Statement of Origin
  - b. Owner/operator Manual, three each
  - c. Warranty Certifications
  - d. Copy of Pre-delivery Service Report
  - e. DHSMV-V-40, Application for Title
  - f. Sales Tax Exemption Form DR-41.A
  - g. Temporary Tag
6. All documents must be properly filled out, signed and notarized, as necessary.
7. Date of purchase is the date of final delivery and shall be correct on all forms.

It shall be understood by the quoter that the quote covers complete and fully operative units as specified.

**NOTE:        AWARDED VENDOR(S) WILL BE RESPONSIBLE FOR INTIAL START-UP AND RUNNING OF THE UNIT(S) PRIOR TO FINAL ACCEPTANCE BY THE COUNTY. DOCUMENTATION OF LOAD TEST WILL ALSO BE REQUIRED TO BE PROVIDED PRIOR TO FINAL ACCEPTANCE BY THE COUNTY.**

#### SAFETY

The awarded vendor shall make Lee County aware of any special warnings or instructions concerning installation, start-up, operation, and maintenance of the equipment.

The equipment shall be furnished with all standard guards, handholds, and warning labels as per OSHA requirements.

#### CONTRACTS/AGREEMENTS

If your firm will require Lee County to sign any type of contract and/or agreement as part of this quotation, please include a copy of these documents with your quotation.

#### ESTIMATED QUANTITY

Lee County anticipates purchasing as many as 100 generators over the next 5 years. This is only an estimate, no guarantees are expressed or implied.

SITE VISITS

Lee County reserves the right to make site visits to vendor facilities as part of the evaluation procedure.



**SECTION II – VENDOR QUALIFICATIONS**

PLEASE USE ADDITIONAL SHEETS OF PAPER AS NECESSARY TO RESPOND IN FULL TO THE FOLLOWING QUESTIONS/REQUIREMENTS.

PLEASE SUBMIT ALL REQUIRED SUBMITTALS IN TRIPPLICATE.

To qualify for consideration for selection as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A vendor must also demonstrate that he/she is financially qualified.

**NOTE: IN ORDER TO QUALIFY TO PROCEED AND BE CONSIDERED FOR AWARD AS A QUALIFIED VENDOR; A “PASS” MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE “SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS”.**

**REQUIRED SUBMITTALS FOR THIS RFQ ARE AS FOLLOWS:**

**I. EXPERIENCE**

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Further, all companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use.

**Describe experience in narrative form, no longer than two (2) 8-1/2” x 11” pages and include references.**

**II. FINANCIAL QUALIFICATIONS (MINIMUM)**

**NOTE :** Your certificate of insurance must meet the following requirements:

**Requirement #1 :**

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2 :**

Certificate holder shall be listed as follows :

Lee County Board of County Commissioners  
C /O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902

Requirement #3:

Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

**STANDARD CONTRACT** - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)  
\$1,000,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

**\*The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."**

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. **"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.**

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

a. An appropriate "Indemnification" clause shall be made a provision of the contract.

b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.**

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. (Please include the address and phone number of this location.)

**Please explain how your firm complies with this requirement.**

NOTE: For informational purposes only, in your response to this requirement, please include the addresses and phone numbers of any additional parts and service facilities you may have in addition to the required location within the 50 mile radius.

#### IV. TRAINING

Companies submitting this pre-qualification must be able to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel; and, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer.

**Please explain how your firm complies with this requirement.**

#### V. ENGINE & GENERATOR REPLACEMENT PARTS

Companies submitting this pre-qualification must have no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times.

Lee County will require that the awarded vendor(s) make provision for four delivery situations:

1. On the shelf parts shall be delivered the same day as ordered.
2. Manufacturer regional warehouse items shall be delivered after receipt by vendor, freight included, on next working day.
3. Factory back-ordered parts shall be delivered the same day they are received by the vendor.
4. Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill listed on invoice).

**Please explain how your firm complies with this requirement.**

#### VI. WARRANTY

A minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) shall be provided on all installation work and equipment covered under these specifications.

**Please explain how your firm complies with this requirement.**

#### VII. UL APPROVALS

Companies submitting this pre-qualification must be capable of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable).

**Please explain how your firm complies with this requirement.**

### VIII. GENERAL EQUIPMENT REQUIREMENTS

Each generator will be specified and purchased separately as dictated by the specific application – see “Basis of Award” – however, companies submitting this pre-qualification must be capable of supplying generators – upon request - that incorporate the following features (alone or in combination):

NOTE: The following are not firm specifications as each application will vary; they are included for evaluation purposes only.

-Upon request, the stationary and trailer-mounted generator sets shall have a key lockable, waterproof, aluminum, sound attenuated enclosure.

-Upon request, the stationary and trailer-mounted generator sets shall have a liquid cooled diesel powered engine, safety shutdowns (minimum of 5), gauges (minimum of 7), auto start panel, minimum 3-amp trickle battery charger with auto-shutoff, and critical muffler.

-Upon request, the trailer-mounted generator sets shall be mounted on an FDOT approved over the road towable trailer with a 2” ball tongue, a leveling system, a minimum 15 cubic foot lockable aluminum storage box, and a County standard NAPA trailer plug.

-Upon request, the trailer-mounted generator sets shall be equipped with a 3 position voltage selector switch (120/208 single phase, 120/208 three phase, and 277/480 three phase).

-Upon request, the stationary and trailer-mounted generator sets shall be equipped with a double-walled, sub-based, steel fuel tank; with a minimum capacity of 100 gallons, capable of supplying fuel to the engine for a minimum of 72 hours of operation at 100% load.

NOTE: In order to prove compliance with this section’s requirements, companies submitting this pre-qualification may want to include examples of similar generator sets that have been built and sold to their customer base.

**Please explain how your firm complies with this requirement.**

### VIII. FACTORY AUTHORIZED DISTRIBUTOR

Companies submitting this pre-qualification must be a factory authorized distributor for the generator brand(s) they will be offering Lee County. Proof of this status should be submitted with your quote package.

**Please explain how your firm complies with this requirement.**

### X. ENGINE MANUFACTURER

In order to qualify under these specifications, the generator(s) brand(s) quoted must be powered by the manufacturer’s engine. For example, a Caterpillar generator must be powered by a Caterpillar engine (third party or engine brands/makes that do not match the brand name of the generator will not be acceptable).

**Please explain how your firm complies with this requirement.**

**SECTION III – BASIS OF AWARD**

All vendors meeting the requirements of these specifications – achieving a “Pass” on all evaluation criteria - will receive an award.

It is the County’s intent to award to a pool of qualified vendors. When the County desires to purchase a generator – either fixed or trailer-mounted – the following procedure will be followed:

1. All qualified vendors in the pool will be contacted by Lee County Purchasing.
2. Quote packets – specific to the generator being quoted - will be distributed to each qualified vendor.
3. An on-site conference for all qualified vendors will be scheduled at the facility – attendance will be mandatory.
4. Sealed quotes will be received and opened by Purchasing at a stated date and time.
5. Award will be to the low quoter. The award will be processed according to the County’s established procedures – for example, if the total cost is over \$50,000, Board approval will be required.

SAMPLE A

EVALUATION SHEETS FOR  
REQUEST FOR QUALIFICATIONS

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

Committee Evaluation Date/Time: \_\_\_\_\_

Vendor Evaluated: \_\_\_\_\_

I. EXPERIENCE

Companies submitting this pre-qualification request shall have demonstrable, professional experience and background in the sale and installation of equipment such as that specified in this quotation. Was the narrative describing this provided and are the qualifications acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

All companies submitting a pre-qualification request shall provide a minimum of three (3) references listing customer names, addresses, telephone numbers, and contact person, for whom equipment, similar to that detailed in this quotation, has been installed and is currently in use. Were the references and accompanying information provided? Were the reference checks acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

II. FINANCIAL QUALIFICATIONS

Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

III. PARTS & SERVICE FACILITY LOCATION(S)

Companies submitting this pre-qualification request must maintain a minimum of one local parts and service facility within a 50 mile radius of downtown Fort Myers, Florida. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS \_\_\_\_\_ FAIL

IV. TRAINING

Did this vendor adequately explain its ability to provide on-site training by generator manufacturer factory personnel to Lee County generator technician personnel? And, upon completion of this training, provide a completion certificate that has been registered with the generator manufacturer? Were these requirements met? Was adequate proof provided?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

V. ENGINE & GENERATOR REPLACEMENT PARTS

Did this vendor adequately explain its capability of having no less than 60% of all engine and generator replacement parts in stock within the State of Florida at all times. Was this requirement met? Was adequate proof provided?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

VI. WARRANTY

Did this vendor provide adequate proof of a minimum of one (1) year on-site warranty coverage – from the date of final acceptance - (including parts, labor and travel time) on all installation work and equipment covered under these specifications?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

VII. UL APPROVALS

Did this vendor adequately explain its capability of supplying generators that are UL2200 approved with transfer switches that are UL1008 approved (as applicable)?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

VIII. GENERAL EQUIPMENT REQUIREMENTS

Did this vendor adequately explain its capability of supplying generators – upon request - that incorporate the features (alone or in combination) listed under this section?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL

VIII. FACTORY AUTHORIZED DISTRIBUTOR

Did this vendor adequately explain its status as a factory authorized distributor for the generator brand(s) that will be offered to Lee County. Was proof of this status provided?

\_\_\_\_\_ PASS                      \_\_\_\_\_ FAIL



X. ENGINE MANUFACTURER

Did this vendor adequately explain its capability of supplying generator brands that are powered by the manufacturer's engine? For example, a Caterpillar generator must be powered by a Caterpillar engine.

\_\_\_\_\_ PASS

\_\_\_\_\_ FAIL

SAMPLE B

REFERENCE CHECK FORM

Project Name: Annual Purchase of Generators

Quotation No.: Q-040331

1. Has this company provided generators and transfer switches – with installation - similar to that being quoted to Lee County to your firm/entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. During the delivery and installation of the generators, how was their response time to your requests?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

3. Once the generators are delivered and installed, how would you rate the follow-up and availability of their managerial and support staff?

Excellent \_\_\_\_\_ Satisfactory \_\_\_\_\_ Poor \_\_\_\_\_

4. Would you recommend employment of this company?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

OVERALL COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

REFERENCE CALLED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

CHECKER'S SIGNATURE: \_\_\_\_\_

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Purchasing  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:

- Do not offer this product  Insufficient time to respond.
- Unable to meet specifications (why)
- Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_

# Cummins Southeastern Power, Inc.



April 20, 2004

Lee County, Florida

The purpose of this letter is to confirm that CUMMINS SOUTH EASTERN POWER INC. is our authorized stocking distributor for the state of Florida.

Cummins Inc. remanufactures and markets their engine related remanufactured products under the name of CUMMINS ReCon

During the remanufacturing process all engines and components are completely disassembled. All items that are were items are removed and discarded. Ware items are those like pistons, piston rings, bearings, seals, gaskets, etc.

Salvageable items are thoroughly cleaned, inspected and reworked to like new standards.

Example of salvageable items are: Engine block, crank shaft, connecting rods, oil pumps, cam followers, push tubes, heads, injectors, fuel injection pumps, water pumps, turbos, air compressors etc

The content of remanufactured parts and components of ReCon engines is about 75% to 80%. All of the remanufacturing processes are carried out at CUMMINS factories that are ISO 9000 certified. All components meet Cummins standards.

Please do not hesitate to contact me, should you require any additional information.

Sincerely,

Alex R. Alvarez  
CUMMINS ReCon Engine Marketing Manager  
Telephone (901) 546 5722  
E Mail address: [alex.alvarez@cummins.com](mailto:alex.alvarez@cummins.com)

9900 N.W. 77th Court  
Hialeah Gardens, Florida 33016  
Phone 305-821-4200  
Fax No. 305-557-2992

5910 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-628-4183

6606 N. 56th Street  
Tampa, Florida 33610  
Phone 813-623-3330  
Fax No. 813-628-4162

4820 N. Orange Blossom Trail  
Orlando, Florida 32810  
Phone 407-298-2080  
Fax No. 407-290-8727

755 Pickettville Road  
Jacksonville, Florida 32220  
Phone 904-378-1902  
Fax No. 904-378-1904

Accounting Offices  
5912 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-626-8888

2671 Edison Avenue  
Ft. Myers, Florida 33916  
Phone 941-337-1211  
Fax No. 941-337-5374

321 S.W. 52nd Avenue  
Ocala, Florida 34474-1892  
Phone 352-861-1122  
Fax No. 352-861-1130



STATE OF FLORIDA  
LEE COUNTY  
OCCUPATIONAL LICENSE

LICENSE YEAR: 2003-2004

LICENSE NUMBER: 893566

**Location**

2671 EDISON AVE  
FT MYERS FL 33916

CUMMINS SOUTHEASTERN POWER INC  
STOHLER RICHARD L  
2671 EDISON AVE  
FT MYERS FL 33916

**EXPIRES: SEPTEMBER 30, 2004**

Is hereby licensed at above address to engage in the business,  
profession or occupation of:

DISTRIBUTOR/ MOBILE SALES

THIS IS NOT A BILL - DO NOT PAY

PAID 013902-151-1 09/15/2003 08:39

DP500 \$50.00

THIS LICENSE VALID ONLY WHEN RECEIPTED BY  
TAX COLLECTOR

# Cummins Southeastern Power, Inc.

Subject

DRUG FREE WORKPLACE POLICY

Date: 2-1-99

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It is the policy of Cummins Southeastern Power, Inc. to maintain a workplace free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination of employment, even for the first offense. In order to maintain this policy, Cummins Southeastern Power, Inc. has established and maintains a Drug Free Workplace. This policy covers all current and future *safety sensitive and non-safety sensitive employees of Cummins Southeastern Power Inc. Participation is mandatory.*

## PRACTICE

Cummins Southeastern Power, Inc. will maintain a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. In order to maintain this drug free workplace standard, CSPI has established the following program and rules in accordance with Florida Statute Section 440.102 and Rule 38F-9, Florida Administrative Code.

### A. Pre-Employment Drug Abuse Screening

Cummins Southeastern Power, Inc. will conduct pre-employment screening examinations designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs indicates a potential for impaired or unsafe job performance and endangers others and/or property. *(See Attachment 1 - Notice to Applicants)*

### B. Current Employee Drug And Alcohol Abuse Screening

Cummins Southeastern Power, Inc. will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. *No safety-sensitive or non-safety sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.* It shall be a condition of continued employment for all employees, when requested, to submit to a drug screen:

1. When there is a reasonable suspicion to believe that an employee is using or has used illegal drugs or alcohol. Among the circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

Prohibited Behavior

- a. observed alcohol or illegal drug abuse during working hours on or off premises;
  - b. excessive absenteeism;
  - c. apparent physical state of impairment;
  - d. marked changes in personal behavior that are otherwise unexplainable;
  - e. deteriorating work performance that is not attributable to other factors;
  - f. actions that provide reasonable cause to believe the employee may be under the influence or could or may present danger to himself/herself, others or property.
2. When there is any accident on the job, *Workers' Compensation and/or property damage or other*, which involves loss of work time or in which an employee requires medical attention.
  3. Random testing.

*Further information on the use of alcohol, including signs and symptoms of use, as well as health effects, are stated on Attachment 2 - Alcohol Fact Sheet.*

PROCEDURE

- A. All job applicants will undergo drug abuse screening as a condition for employment.
  1. When the company has decided to offer an applicant a job, that applicant will be required to undergo drug abuse screening for presence of illegal drugs.
  2. Applicants will be required to voluntarily submit to a drug screen at a laboratory chosen by Cummins Southeastern Power, Inc., and by signing a consent agreement. (See Attachment 3 - Applicant Drug Testing Consent and Release)
  3. Any applicant with positive test results will be denied employment.
  4. Any applicant who refuses to sign the consent form and/or submit to the drug test will not be considered for employment.

- 
5. *Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive or non-safety sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for eight hours unless a re-test shows a concentration measure of less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.*
- B. When there is reasonable suspicion that an employee is abusing illegal drugs or alcohol, that employee will be required to undergo drug *and alcohol* abuse screening.
1. The manager/supervisor must promptly document in writing the reasons that formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation must be given to the employee upon request and the original kept confidential by the employer and retained for at least one year.
  2. The manager/supervisor will take this documentation to the next higher level of management. If both levels of management concur there is reasonable suspicion, they will call the employee in for a meeting, at which time they will inform the employee of the need for an assessment of his or her use of illegal drugs or alcohol. The supervisor shall not accuse or even suggest that the employee has a problem, but instead will focus on the documentation.
  3. The supervisor will explain to the employee that the company policy requires a drug screening in every case where there is documentation to warrant reasonable suspicion.
  4. The employee will sign a consent form and be sent to a certified lab for a drug screen.
- C. Any employee who is involved in an accident, workers' compensation or other, which includes medical treatment and/or lost time, will be required to submit to a drug *and alcohol* screening.



Subject

DRUG FREE WORKPLACE POLICY

Date: 2-1-99

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1. The facility where the employee goes for treatment for a workers' compensation injury will be instructed to perform a drug *and alcohol* test on any employee who has been injured in an on the job injury.
  2. If the employee refuses to consent to a drug *or alcohol* test, he/she will be disciplined, up to and including discharge.
  3. If the drug test indicates the presence of drugs or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or indemnity benefits available under the Florida Workers' Compensation Statute. This is in addition to other penalties, such as discharge from employment, that might apply either under this policy or under applicable law.
- D. The company will randomly select employees each month for drug *and alcohol* testing.
1. The testing will be performed each month but the dates will vary from month to month.
  2. Each covered employee shall be in a pool from which random selection is made. Each covered employee in the pool shall have an equal chance of random selection and will remain in the pool, whether or not the employee is ever tested.
  3. The covered employee could be selected for a drug / *alcohol* test each month.

#### GENERAL PROVISIONS

- A. All test results of either job applicant or employees will be reviewed by a Medical Review Officer (MRO).
1. The MRO will evaluate the drug test results and verify all testing is done within the proper procedures of the Florida Workers' Compensation Statute.
  2. Forms will be made available to employees and job applicants both before and after being tested for the employee/applicant to confidentially report about current use of prescription or non-prescription medications. Employees and job applicants have the right to consult the testing laboratory or the MRO for technical information regarding their prescription and non-prescription medication.

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Attachment 4 to this policy is a list of the most common medications which may alter or affect a drug test.

3. In the event a job applicant or employee fails a drug test, the MRO will inform the employee or job applicant of the result within three (3) days after the MRO receive the test result from the testing laboratory or clinic. The employee or job applicant will have five (5) days after notification from the MRO to discuss the test results with the MRO, submit documentation of any prescription drugs relevant to the test result to the MRO or to request a retest of the original specimen at the employee or job applicant's expense.
  - a. If the MRO is unable to contact an employee or job applicant within three (3) days, the MRO will contact the company and request that the company direct the employee or job applicant to contact the MRO as soon as possible.
  - b. If the employee or applicant does not contact the MRO within two (2) days from the request by the company, the MRO shall verify that the job applicant or employee failed the drug test. Should the job applicant or employee present satisfactory documentation that serious illness, injury or other circumstances unavoidably prevented the job applicant or employee from contacting the MRO within the specified time frame and present legitimate explanations for the failure of the drug test, the MRO may change the test result.
4. After contacting an employee or job applicant, the MRO will inquire as to whether prescription or over-the-counter medications could have caused a positive test result. If the MRO determines that the employee's medical explanation is not a legitimate medical explanation for the positive test result, the MRO will, within 15 days, give written explanation of the findings to the employer.

If the MRO determines that a legitimate medical explanation exists for the test results, the MRO will report to the company that the employee or applicant passed the drug test. However, if the MRO feels that the legal use of the legitimate drug would endanger the employee, applicant or others, or if the employee or applicant is in a safety sensitive or special risk position, the MRO may recommend that the employee or applicant passed the drug test due to a validated prescription but will request that the company place the employee or job applicant in a position which would not threaten the safety of the employee, job applicant or others.

## B. Retest Requests

1. Should an employee or applicant request a retest of an original specimen, the MRC will process this request within seven days after the original test.
  - a. The retest will conform to all the same requirements and procedures applicable to the original test. The retest will occur at another laboratory approved by the Florida Agency for the Health Care Administration and selected by the employee or job applicant.
  - b. The employee or applicant will be responsible for the cost of the testing. Any retest must be done on the original specimen.
2. Should the MRO question the validity of the testing procedure, the MRO may order a re-analysis of the original sample at any approved laboratory or request additional samples from the employee or job applicant for testing.

## C. Notification to the Company

1. After contacting the employee or applicant and conducting any retests, the MRO will notify the company, in writing, of the verified test results, either negative, positive or invalid.
2. If the employee, applicant or MRO requested a retest, the MRO will report on the verified results of the retest to the company.
3. The MRO will file any required chain of custody forms under confidential procedures. The MRO will maintain these forms for five (5) years from the date of the test.

## D. Notification to the Employee

1. Within five (5) working days after receipt of the positive confirmed test results from the MRO, the employer shall inform the employee, in writing, of such positive test results.
2. This notification will include the consequences of such results and the options available to the employee, including the right to file a grievance.

- 
- E. Employee's Duty to notify laboratory of legal action concerning test results.
1. Employees are required by law to notify the company and drug testing laboratory thirty (30) days prior to bringing any legal action concerning the results of a drug test.
- F. All drug test results, information, interviews and reports, written or otherwise, prepared or received by the company pursuant to this policy are confidential communications and will not be used or disclosed in any public or private proceedings, except in accordance with Department of Labor and Employment Security Rule 38F-9.012 or in determining compensability under Chapter 440, Florida Statutes.

#### COMPLETE LIST OF DRUGS TESTED

- A. The company may test for the following drugs:
- Alcohol (beer, wine, booze, liquor, etc.)
  - Amphetamines (speed, eve, biphedamine, desoxyn, dexedrine, etc.)
  - Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, reefer, roach, spleaf, grass, weed, etc.)
  - Cocaine (coke, blow, snow, flake, crack, etc.)
  - Phencyclidine (PCP, angel dust, hog, etc.)
  - Hallucinogens (LSD, acid, mushrooms, shrooms, etc.)
  - Methaqualone (quaaludes, ludes, etc.)
  - opiates (heroin, codeine, morphine, opium, Dover's powder, paregoric, parepectolin, etc.)
  - Barbiturates (phenobarbital, butabarbital, trinal, secobarbital, amytal, etc.)
  - Benzodiazepine (librium, valium, ativan, azene, serax, clonopin, dalmone, diozepam, halcion, xanax, etc.)
  - Synthetic narcotics, including Methadone (dolphine, methadose, etc.)
  - Designer Drugs (ecstasy, etc.)
- B. The company reserves the right to expand or otherwise modify the number or types of drugs tested at any time. *The company will not test for drugs which are not mandated under federal regulations.*
- C. The company will provide employees with sixty (60) days written notice of any expansion or modification of the drugs tested under the company's policy.

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### CONSEQUENCES OF REFUSING A DRUG TEST OR TREATMENT

- A. Refusal to submit to a drug test
1. All applicants are required to submit to a drug test. If the applicant refuses, or if he/she alters or otherwise interferes with drug testing collection, samples or analysis, he/she will not be considered for employment by the company.
  2. Any employee who refuses to submit to a drug and alcohol screening will be referred to an EAP (Employee Assistance Program) and will be treated as if he/she had a positive drug test. If the employee submits to the drug screening but alters or otherwise interferes with the collection, samples or analysis, he/she will be terminated immediately.
  3. Any employee who was referred to the EAP for refusal to submit to drug testing will be required to submit to follow-up drug testing six times in the 12 month period following the first refusal. A second refusal will result in immediate discharge.

### EMPLOYEE ASSISTANCE PROGRAMS

- A. The Employee Assistance Program (EAP) is a program designed to assist employees who have drug or alcohol problems.
- B. The company wishes to make every effort to rehabilitate its employees who may be experiencing these problems, so the company will not retaliate in any manner against an employee who is referred to an EAP or treatment program, or who voluntarily refers themselves to a treatment program.
- C. The company will use Southern Employee Assistance Programs, Inc. as its EAP.

### POSITIVE TEST RESULTS

- A. Any employee who tests positive for drugs/alcohol will be referred to an EAP. If the employee refuses to go to the EAP for evaluation and treatment, he/she will be terminated.
- B. All employees who test positive for drugs/alcohol will be required to submit to a minimum of six drug tests over the next twelve month period, and at least once a year for the next two years. Safety sensitive employees will be removed from their position and reassigned to another position in the company, if one is available, until they no longer test positive.

Subject

DRUG FREE WORKPLACE POLICY

Date: 2-1-99

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- C. If the employee tests positive during the twelve month period following the initial drug/alcohol test, he/she will be terminated.

SAFETY SENSITIVE FUNCTIONS

*Mechanics  
Parts Personnel*

RESPONSIBILITY

All Service Center, Operations and Department Managers are responsible for following the provisions of this practice.

COUNSEL

*Questions concerning any aspect of this Drug-Free and Alcohol-Free Workplace program should be directed to one of the following:*

<i>Mary Lou Rousseau - Corporate Benefits Administrator</i>	<i>813-664-5806</i>
<i>Joyce Jakubowski - Director - Corporate Services</i>	<i>813-664-5808</i>
<i>William Leachman - Vice President - Operations</i>	<i>813-664-5803</i>



**Lee County  
Annual Purchase Of Generators  
Project No.; Q-040331**

**Section 11 – VENDER QUALIFICATIONS**

**1. EXPERIENCE**

**Collier County;**

**Past purchases from Collier County have ranged from trailer mounted units, master lift stations, government facilities and multiply units in parallel with switch-gear and distribution.**

**Contact: Lynn Wood – Public Utilities Purchasing Agent  
Purchasing Building  
3301 East Tamiami Trail  
Naples, Florida 34112  
(239) 732-2667**

**Bonita Springs Utilities;**

**Past purchases from Bonita Springs Utilities are as follows trailer mounted units and master lift stations.**

**Contacts: Sean McPartlin – Utility Maintenance Supervisor- (239) 390-4830  
Bobby Hunter- Engineering Project Manager- (239) 992-0711  
11860 East Terry Street  
Bonita Springs, Fl 34136**

**City Of Labelle;**

**Sold Generators and Transfer Switches**

**Contact: Michael Boyle – Supt. Public Works (239) 675-2872  
481 Highway 80 W  
Labelle, Fl. 33935**

9900 N.W. 77th Court  
Hialeah Gardens, Florida 33016  
Phone 305-821-4200  
Fax No. 305-557-2992

5910 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-626-4183

6606 N. 56th Street  
Tampa, Florida 33610  
Phone 813-623-3330  
Fax No. 813-628-4162

4820 N. Orange Blossom Trail  
Orlando, Florida 32810  
Phone 407-298-2080  
Fax No. 407-290-8727

755 Pickettville Road  
Jacksonville, Florida 32220  
Phone 904-378-1902  
Fax No. 904-378-1904

Accounting Offices  
5912 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-626-8888

2671 Edison Avenue  
Ft. Myers, Florida 33916  
Phone 941-337-1211  
Fax No. 941-337-5374

321 S.W. 52nd Avenue  
Ocala, Florida 34474-1892  
Phone 352-861-1122  
Fax No. 352-861-1130



***FAX COVER SHEET***

**Date:** Tuesday, April 20, 2004

**To:** Lee County Board of County Commissioners

**Fax #:** (239)337-5374

**Pages**  
**(including cover):** 02

**Notes:** This certificate was created by Liberty Mutual Business Direct on behalf of Mary Rousseau of CUMMINS SOUTHEASTERN POWER, INC..







[Cummins Southeastern Power homepage](#) > [Training](#) > [Course Descriptions](#)

## Training

### 2004 Cummins Power Generation

#### Cummins Power Generation Program Index

Course Number	Course Description	Days
<a href="#">95-22Q</a>	Onan Emerald/Marquis	2.0
<a href="#">95-23Q</a>	Onan Gaseous Fuels	1.0
<a href="#">95-24Q</a>	PowerCommand® Control 3100	2.0
<a href="#">95-29Q</a>	Onan Large Commercial Product	5.0
<a href="#">99-69F</a>	Onan MicroLite	2.0
<a href="#">99-70F</a>	Onan Kubota Diesel	2.0
<a href="#">2000-18Q</a>	OTPC Spec A 40-1000 Amp	3.0
<a href="#">2000-19Q</a>	PowerCommand® Control 3200	3.0
<a href="#">2000-20Q</a>	InPower® Software Qualification	2.0
<a href="#">2000-37Q</a>	Onan Raven Qualification	2.0
<a href="#">2001-28Q</a>	PowerGen PowerCommand® Control 2100	2.0
<a href="#">2001-29Q</a>	PowerGen OHPC/CHPC Transfer Switch	3.0
<a href="#">2001-30Q</a>	PowerGen BTPC Transfer Switch	2.0
<a href="#">2001-31F</a>	PowerGen Generator Installation & Start-up	2.0
<a href="#">2001-32F</a>	Cummins Power Generation/Onan Warranty	1.5
<a href="#">2002-12/13Q</a>	PowerGen CMM/CME/CMHG Genset Series	3.0
<a href="#">2002-14Q</a>	PowerGen CoachCommand® CCRV	1.0
<a href="#">2002-15Q</a>	PowerGen eQG 3 Cylinder Gas Marine Gensets	3.0
<a href="#">2002-16</a>	Fundamentals of Power Generation	5.0
<a href="#">2002-30/62</a>	Electrical Safety I & II: Low & Medium Voltage	1.0

RV, Marine & Industrial certification testing, levels I, II, & III may be scheduled by appointment only. Testing sessions run from 8:00 am to 4:00 PM (one day). Students are required to furnish their own manuals for the open book tests. Industrial Certification is now available online at Power Generation University on the World Wide Web.

#### Cummins Power Generation Program Descriptions

##### 95-22Q Onan Emerald/Marquis

This is a comprehensive instruction program on the two-cylinder Performer® gasoline RV/Commercial product line. Discussions will center around the Emerald, Commercial Emerald, and Marquis model generators. Concentrated areas of instruction are AC/E

electrical theory, maintenance, tune-up, and troubleshooting techniques. Students will participate in "live hands-on" troubleshooting exercises.

2.0 Days (12 students) \$300.00

#### 95-23Q Onan Gaseous Fuels

This course is a one-day comprehensive program covering the Onan LP and Natural gas systems for the Industrial and RV markets. Hands-on demonstrations will enhance classroom activities.

1.0 Day (12 students) \$150.00

#### 95-24Q PowerCommand® Control 3100

This course concentrates on installation, operation, adjustment and troubleshooting of the original PowerCommand® Control. We will review the menu systems as well as voltage regulator and governor adjustments. Upon completion of the classroom instruction, students will participate in a written and hands-on qualification assessment.

Prerequisite: 96-03 QST30 Genset Engine CVC (BN 3898577)

2.0 Days (6 students) \$300.00

#### 95-29Q Onan Large Commercial Product

This program covers power generation sets 20kw and larger. Specific topics include operation, troubleshooting and repair of Detector Control, Newage generators, and voltage regulators. Technicians will use electrical schematics, meters, and service publications to perform "live" hands-on repairs.

5.0 Days (12 students) \$750.00

#### 99-69F Onan Microlite

This two-day program will cover the one-cylinder Elite® gasoline RV product line including 2.8 KV and 4.0 KY MicroLite. Topics of discussion are AC/DC electrical theory, maintenance, tune-up, circuits/schematics, and troubleshooting live generator units.

2.0 Days (12 students) \$300.00

#### 99-70F Onan Kubota QuietDiesel®

Increasing numbers of the Kubota QuietDiesel® in the RV market makes this two-day comprehensive program a "must have" class for RV technicians. Hands-on tune-up and

troubleshooting will reinforce classroom instruction. Specific items are AC/DC theory schematics, electrical circuits, and related installation issues.

2.0 Days (12 students) \$300.00

#### 2000-18Q OTPC Spec A 40-1000Amp

The OTPC Automatic Transfer Switch (ATS) has been designed as an upgrade and replacement for the OTIII ATS. This program will focus on the similarities and differences between both of these switches. Specific topics are operation of the microprocessor-switch and hands-on troubleshooting.

NOTE: Each student MUST bring a laptop computer with InPower® software installed.

Prerequisite: 2000-20Q InPower® software qualification.

3.0 Days (6 students) \$450.00

#### 2000-19Q PowerCommand® Control 3200

This course is designed to introduce technicians to the PowerCommand® Control 3200 initially on generator sets powered by the QSK15 QSK45 and QSK60 Quantum engine. Generator set control hardware location and module functions are the primary training objectives. This course also includes an introduction to the GCS module used by General Motors OEMs in building G-Drive generator sets. This course will also include the PowerCommand Network module used with the PowerCommand® Control 3200, and the paralleling adjustments for both isolated and infinite bus paralleling systems. InPower® software and other new service tools will be used during the hands-on Troubleshooting portion of the course. Upon completing the classroom exercises students will participate in a written hands-on qualification assessment.

NOTE: Each student MUST bring a laptop computer with InPower® software installed.

Prerequisites : 2000-20Q InPower® Software Qualification

and one of the following programs

99-73 QSK45/60 Virtual College CD-ROM (BN 3898777)

2000-58 QSK-15 Engine Virtual College CD-ROM (BN 3898887)

3.0 Days (4 students) \$450.00

#### 2000-20Q InPower® Software Qualification

This program is designed to introduce generator technicians to the electronic service InPower®. The program will concentrate on software installation on laptop computer; operation of InPower, performing tests, and calibration of power equipment. Most of the program will be instructor led hands-on tasks. This program will be a prerequisite for

 future products.

Note: Technicians will be required to bring a laptop computer with Windows 95, 98, c installed. InPower® Software **MUST** be purchased at least two weeks prior to class c Contact Bob Walter at (813) 664-5980 to arrange software purchase.

2.0 Days (6 students) \$300.00

#### 2000-37Q Onan Raven (New Emerald/Marquis)

This course will address the new Emerald Advantage, Marquis Gold and Marquis Plc GenSets. Overview, Installation, Periodic Maintenance and Troubleshooting will be tl of discussion. Also covered during this 2 day session will be the Performer OHV Eng ROM (Available from Dataforms).

2.0 Days (12 students) \$300.00

#### 2001-28Q PowerGen PowerCommand® Control 2100

This course is designed to qualify technicians to do warranty repairs on the new PowerCommand® Control 2100. The technicians will learn the features and menus, of generator set control hardware and functionality of control modules. Students will : the complete sequencing operation of all of the modes in the PowerCommand® Con operating systems. Installation procedures for generator sets with the PowerComm Control 2100 will also be discussed. Upon completion of classroom studies, students participate in "hands-on" troubleshooting practice. InPower® software and other new tools will be used during the hands-on Troubleshooting portion of this course. Upon completion of all of the required classroom exercises, students will participate in a w hands-on qualification assessment.

NOTE: Each student **MUST** bring a laptop computer with InPower® software pre-ins

Prerequisites: 2000-20Q InPower® Software Qualification

2.0 Days (6 students) \$300.00

#### 2001-29Q PowerGen OHPC/CHPC Transfer Switch

This course will cover the new Closed Transition PowerCommand® ATS, its options, actuator mechanism used in this ATS. Participants will be performing in-class, and h exercises to complete this course.

NOTE: Each student **MUST** bring a laptop computer with InPower® software pre-ins

Prerequisites (**MUST** be completed in this order):

2000-20Q InPower® Software Qualification

2000-18Q OTPC Transfer Switch

3.0 Days (6 students) \$450.00

#### 2001-30Q PowreGen BTPC Transfer Switch

Participants will be introduced to the PowerCommand® controller as it is applied to the bypass switch. Focus will be on the similarities and the differences between the OTP controlled version, and its predecessor the Power Sentry controlled transfer switch.

NOTE: Each student MUST bring a laptop computer with InPower® software installed.

Prerequisites (MUST be completed in this order):

2000-20Q InPower® Software Qualification

2000-18Q OTPC Transfer Switch

2.0 Days (6 students) \$300.00

#### 2001-31F PowerGen Generator Installation & Start-up

The purpose of this course is to familiarize the student with the basics of generator installation and start-up requirements as detailed in the Applications Manual - Liquid Cooled Generator Sets (T-030). Local, regional and national code will be discussed where appropriate.

2.0 Days (12 students) \$300.00

#### 2001-32F Cummins Power Generation/Onan Warranty

This program is designed to familiarize Cummins Power Generation/Onan dealers with methods of handling warranty claims for repairs on these products.

1.5 Days (15 students) \$150.00

#### 2002-12/13Q PowerGen CMM/CME/CMHG Genset Series

The technician will learn about the first EFI unit in its class, other advanced commercial features, and functionality. Students will also learn about the fully integrated hydraulic package of the CMHG. The course covers best practices for Genset operation, installation, and servicing.

3.0 Days (12 students) \$450.00

#### 2002-14Q PowerGen CoachCommand®



Students will learn the integrated system of the command module and nodes and how system monitors and controls the RV's Genset, electrical, and mechanical functions. course covers best practices for operation, installation, and servicing.

1.0 Days (12 students) \$150.00

#### 2002-15Q PowerGen eQG 3 Cylinder Gas Marine Gensets

This course will cover the New Electronic QuietDiesel®, and Quiet Gasoline Marine (and their predecessors). Basic mechanical and electronic troubleshooting, and schem reading will be emphasized. The successful completion of this course will fill the req for eQD® (2000-26Q Miracle) and eQG® (2002-15Q Miracle Gas) qualification course

3.0 Days (12 students) \$450.00

#### 2002-16 Fundamentals of Power Generation

This course is designed for technicians with little or no knowledge of electricity or how generators work. This course will give them a fundamental understanding of Onan Industrial/Commercial generator sets and transfer switches. In addition to an unders of electrical fundamentals and basic schematic reading, this training will introduce te to installing, operating and troubleshooting standby power systems. This course ma also available on the PGU Web Site.

Prerequisite: Basic Electronics Theory & Troubleshooting CVC (B/N 3898967)

Recommended pre-course study: Genset Basics: An Introduction to what Onan is a (932-0362).

5.0 Days (12 students) \$750.00

#### 2002-30/62 Electrical Safety I & II: Low & Medium Voltage Qualification

This one-time qualification is required for Industrial Level 1 Certification. Upon comp the Self Study training materials, and the on-line written test, the participant is qualifi attempt this performance evaluation. This course is intended to meet the hands-on qualification requirements for low & medium voltage safety training.

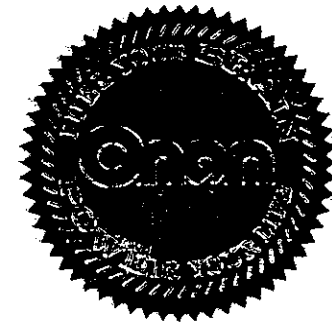
1.0 Day (2 students) \$150.00

[Top of Page](#)

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email: [southeasternpower@cummins.com](mailto:southeasternpower@cummins.com) Phone: 1-800-338-2519

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*Be it known that:*

**Steven Jamison**

*successfully completed the requirements for*

**ONAN PowerCommand Control  
Technician Qualification**

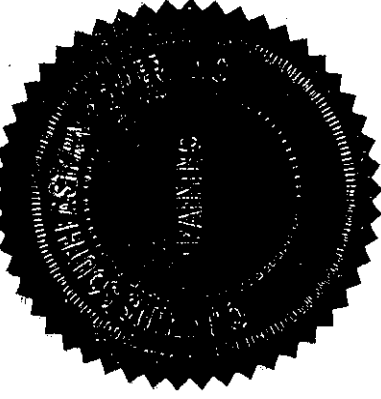
*on*

*February 23, 1998*

*Larry J. Seymour*  
Distributor Training Manager

*Robert May*  
Service & Training Development Manager  
Onan Corporation





*Certificate of  
Completion  
awarded to*

**Onan**

*Stephen Jamison*

*for successfully completing the  
Cummins Southeastern Power Inc.  
training course entitled*

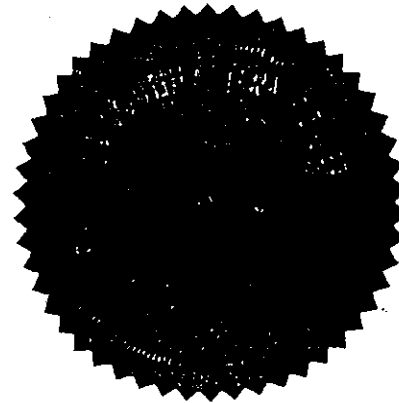
*855/N14 Maintenance & Overhaul*

*John N. Clark*  
*Training Instructor*

*May 20, 1994*  
*Date*



*Certificate of  
Completion  
awarded to*



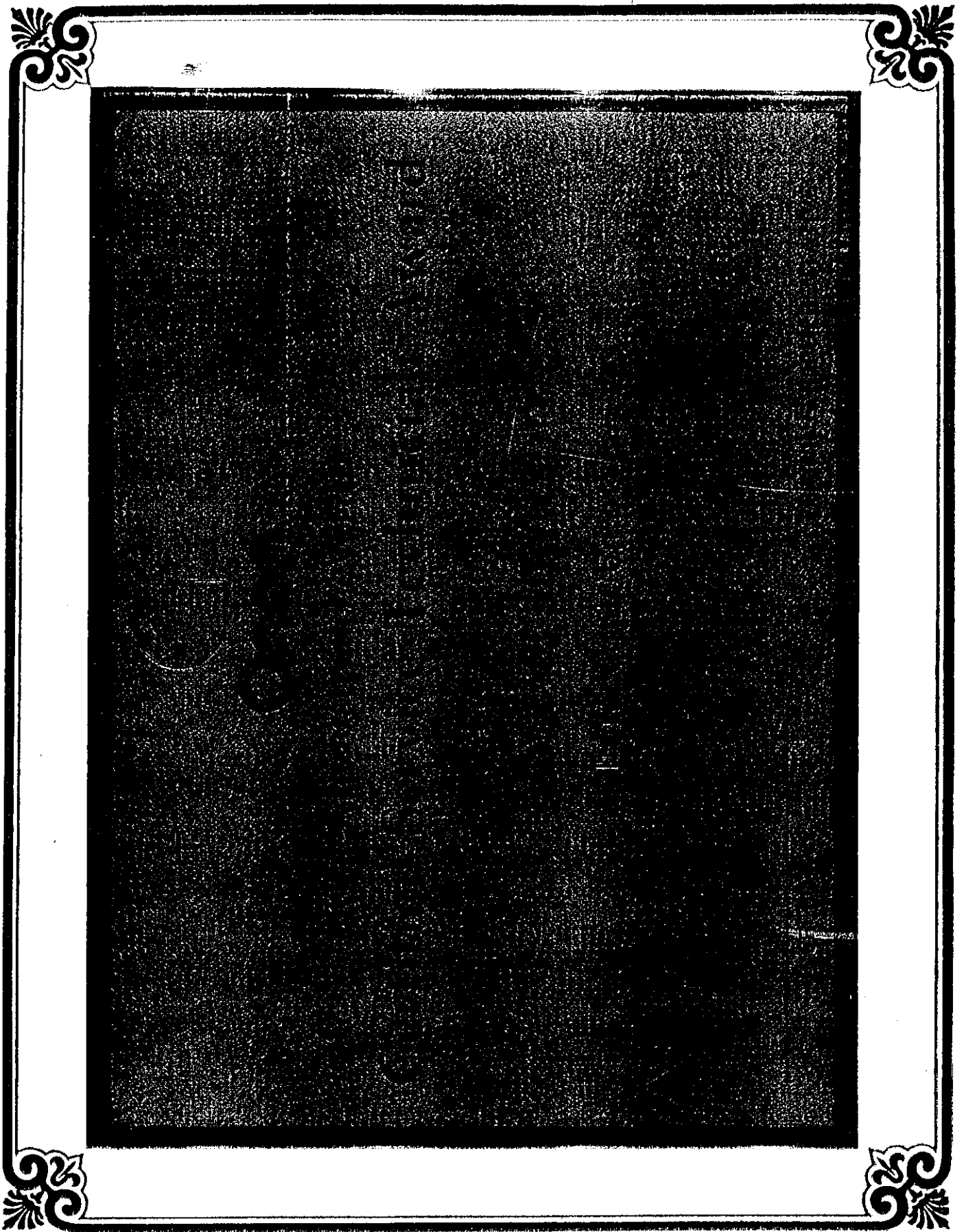
**Steve Jamison**

*for successfully completing the  
Cummins Southeastern Power Inc.  
training course entitled*

**Generator I.C./ATS**

*Ferry D. Mallett*  
Training Instructor

*March 22, 1996*  
Date





**OSOD**

Industrial Division

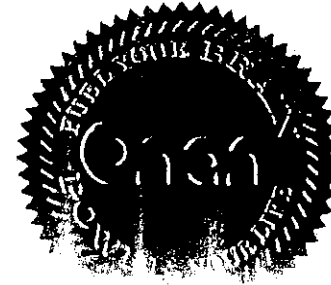
Continued Service | Technical Assistance

Productivity

**TIMOTHY COOK**

INDUSTRIAL DIVISION

OSOD



Be it known that

*Tim Casey*

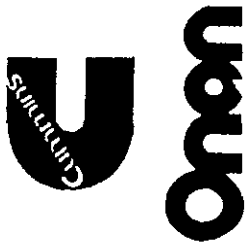
Has successfully completed the qualification requirements  
of the training course on the maintenance and repair of

*PowerCommand Control II*

*February 21-25, 2000*

  
Trainer

  
Service & Training Development Manager  
Onan Corporation



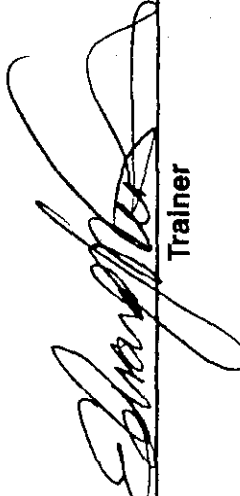
Be it known that

*Tim Casey*

Has successfully completed the qualification requirements  
of the training course on the maintenance and repair of

*InPower Service Tool Software*

February 21 -25, 2000

  
Trainer

  
Service & Training Development Manager  
Onan Corporation





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# **Industrial Business Group Worldwide Warranty**

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**Commercial/Industrial  
Generator Sets and Systems**

**Limited Warranty**

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# Base Coverage

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## Coverage Period

This is a limited warranty which applies to all Onan® and Cummins® brand Industrial generator sets and associated switches, switchgear, and accessories (hereafter referred to as "Products".) Products will be free from defects in material and workmanship for a period of one year from the date of initial start-up of the Product. In the case of units used for rental or demonstration purposes, the one year

coverage period begins on the date the unit is first used for such rental or demonstration purposes. This warranty is extended to all subsequent owners of the unit during the coverage period.

Repair or replacement parts are warranted for ninety (90) days from date of purchase, excluding labor and travel expenses.

---

## Onan's Responsibilities

Onan's liability and owner's sole remedy are limited to the repair or replacement, at Onan's option, of the Product or parts that do not conform to this warranty.

In accordance with Onan's Warranty Administration policies, Onan will pay for the parts and labor required to repair the unit and, when necessary, reasonable labor expenses associated with the removal and reinstallation of the Product if such work is done by an authorized Cummins/Onan Distributor or designated service representative.

In accordance with Onan's Warranty Administration policies, Onan will pay limited travel expenses\* when necessary to make on-site repairs. See your Distributor for details.

The cost of maintenance items such as oil, filter elements, belts, and hoses will be paid for by Onan when such items are not reusable because of the warrantable failure.

\*EXCLUDES mobile applications.

\*Travel for TGHA series including transfer switch is limited to 2-1/2 hours travel time and 100 miles round trip.

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## Owner's Responsibilities

The owner is obligated to install, operate and maintain the Product in accordance with the recommendations published by Onan, including, without limitation, operating within power rating designation set out in Power Rating section, below. The owner is responsible for the costs associated with such maintenance and any adjustments which may be required.

Prior to expiration of the applicable warranty and within 30 days after discovery of the warrantable failure, the owner must notify an authorized Cummins/Onan Distributor or designated repair facility of any warrantable failure and have the repair or replacement made by such facility.

Installation inspection and initial start-up of Commercial-Industrial genset or power systems must be conducted by an authorized Cummins/Onan distributor, or designated representative.

The owner is responsible for payment of any of the following expenses that might be incurred as a result of a failure under the terms of this warranty:

1. Rental equipment used to replace the equipment being repaired, other downtime expenses, and all business costs and losses.
2. Telephone, communication, living and travel expenses incurred by the owner.
3. The premium costs for overtime labor requested by the owner.
4. The cost of air freight or other extraordinary expenses for shipment of parts over and above premium surface transportation.
5. Any other consequential or incidental amounts.

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## Power Ratings

Onan generator sets must be applied within the following rating designations:

### Standby Power Rating

The standby power rating is applicable for supplying emergency power for the duration of normal power interruption.

No sustained overload capability is available for this rating. This rating is applicable to installations served by a reliable normal utility source. This rating is only applicable to variable loads with an average load factor of 80% of the standby rating for a maximum of 200 hours of operation per year. In installations served by unreliable utility sources (where outages last longer or occur more frequently), where operation is likely to exceed 200 hours per year, the prime power rating should be applied. The standby rating is only applicable for emergency and standby applications where the generator set serves as the back-up to the normal utility source. No sustained utility parallel operation is permitted with this rating. For applications requiring sustained utility parallel operation, the prime power or base load rating must be utilized.

---

### Prime Power Rating

The prime power rating is applicable for supplying electric power in lieu of commercially purchased power as set out below.

The number of allowable operating hours per year is unlimited for variable load applications but is limited for constant load applications as described below:

### Unlimited Running Time Power

Prime power is available for an unlimited number of annual operating hours in variable load applications. Applications requiring any utility parallel operation at constant load are subject to running time limitations. In variable load applications, the average load factor should not exceed 70% of the prime power rating. A 10% overload capability is available for a period of one hour within a twelve hour period of operation, but not to exceed 25 hours per year. The operating time at or above the Prime Power Rating must not exceed 500 hours per year.



## Limited Running Time Prime Power

Prime power is available for a limited number of annual operating hours in constant load applications such as interruptible, load curtailment, peak shaving and other applications that normally involve utility parallel operation. Generator sets may operate in parallel with the utility source up to 750 hours per year at power levels not to exceed the Prime Power Rating. Any application requiring more than 750 hours of operation per year at the Prime Power Rating should use the Base Load Power Rating.

## Base Load Power Rating

The base load power rating is applicable for supplying power continuously to a load up to 100% of the base rating for unlimited hours.

No sustained overload capability is available at this rating. This rating is applicable for utility base load operation. In these applications, generator sets are operated in parallel with a utility source and run under constant loads for extended periods of time.

**Note:** In determining average load factor, loads of less than 30% are considered as 30% and time at standstill is not counted.

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## Limitations

Onan is not responsible for the repair or replacement of units required because of normal wear, accident, misuse, abuse, improper installation, lack of maintenance, unauthorized modifications, improper storage, negligence, improper or contaminated fuel, or use of parts that do not meet Onan specifications

### NORMAL WEAR:

This warranty will not cover repair where normal use has exhausted the life of a part or product. All mechanical devices need periodic parts replacement and service to perform well.

It should be remembered that the service life of any product is dependent on the care it receives and the conditions under which it has to operate. Coolant heaters will be covered for a period of one year from date of start-up. This warranty shall not apply to starting batteries.

THERE IS NO OTHER EXPRESS WARRANTY, AND NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON ONAN'S BEHALF UNLESS MADE OR ASSUMED IN WRITING BY AN OFFICER OF ONAN.

IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE PERIODS OF COVERAGE SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES ARE EXCLUDED. IN NO EVENT IS ONAN LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This warranty gives the owner specific legal rights. The owner may also have other rights which vary depending on local laws. In some areas, local laws do not allow limitations on how long an implied warranty lasts or do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

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# Extended Coverage

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## Features

Several levels of Extended Coverage are available on Industrial Products. \*\*Comprehensive, Basic, Major Components, Prime Power and Utility Load Management. Major components, Prime Power and Utility Load Management.

Extended Coverage programs are available only in the United States and Canada. Onan provides total system component coverage. There are NO deductibles applied to these programs.

\*\*EXCLUDES TGHAA series including transfer switch.

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## Coverage Period

Emergency Standby Applications: Both Comprehensive and Basic Extended Coverage are available for gensets/systems used exclusively for emergency standby applications, for 5 years or 1500 hours, whichever occurs first, from date of initial start-up. Comprehensive coverage is also available for 2 years or 1500 hours, whichever occurs first from initial system start-up. Major Component Extended Coverage is also available for diesel gensets/systems rated at 200 kW/60 Hz and above, for 10 years or 3000 hours, whichever occurs first, from date of initial start-up. See your Distributor for details.

Prime Power Applications: Extended Coverage is available for diesel gensets used in prime power applications, for 2 years or 6000 hours, whichever occurs first, from date of initial start-up. See your Distributor for details.

Utility Load Management Applications: Both Comprehensive and Basic Extended Coverage are available for diesel gensets/systems rated at 200 kW/60 Hz and above used exclusively in Utility Load Management Applications, for 5 years or 4000 hours, whichever occurs first, from the date of initial system start-up. Comprehensive coverage is also available for 2 years or 1500 hours, whichever occurs first from initial system start-up. See your Distributor for details.

---

## Onan's Responsibilities

Comprehensive Extended Coverage incorporates the identical features contained in the Base Warranty, subject to the above coverage period limitations.

Basic Extended Coverage provides only replacement parts as specified under the Base Warranty. Labor to remove/replace the failed warrantable part is covered as specified in the Base Warranty for 2 years from date of initial start-up.

Major Components Extended Coverage incorporates the identical features contained in Basic Extended Coverage up

to year 5 or 1500 hours. In years 6 through 10, or hours beyond 1500 up to 3000, Major Components Extended Coverage provides only replacement parts for the following major components: Engine -- cylinder block, camshaft, crankshaft, connecting rods, and flywheel; Alternator -- main rotor, main stator, and drive disk; Transfer Switch -- actuator motor and main contacts; and Switchgear -- buswork and main circuit breaker.

Prime Power Extended Coverage provides replacement parts and labor to remove/replace the failed warrantable part as specified in the Base Warranty.

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## Owner's Responsibilities

Under Comprehensive Extended Coverage owner responsibilities are identical to those noted under the Base Warranty.

Under Basic Extended Coverage the owner is responsible for all expenses beyond the Base Warranty period except the cost of the failed warrantable part and the labor to remove/replace such failed part through the second year, as specified in the Base Warranty.

Under Major Components Extended Coverage the owner responsibilities are identical to those listed under Basic Extended Coverage up to year 5 or 1500 hours, whichever occurs first. In years 6 through 10 or hours exceeding 1500, up to 3000, the owner is responsible for all expenses

except the cost of the failed warrantable major component as specified under Onan's Responsibilities.

Under Prime Power Extended Coverage the owner is responsible for all expenses beyond the Base Warranty period except the cost of the failed warrantable part and the labor to remove/replace such failed part as specified in the Base Warranty.

For all Extended Coverage programs, the owner is responsible for providing written documentation showing that the product has been maintained in accordance with Onan's published recommendations.

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## Limitations

Extended Coverage options for Standby Applications apply only to Cummins/Onan brand gensets and systems used exclusively in emergency standby power applications. 10 year Extended Coverage applies only to Cummins/Onan brand diesel gensets rated 200 kW/60 Hz and above.

Extended Coverage options for Utility Load Management Applications apply only to Cummins/Onan brand diesel gensets and systems rated at 200 kW/60 Hz and above used exclusively in Utility Load Management Applications.

2 year Prime Power Extended Coverage applies only to Cummins/Onan brand diesel gensets and packages, including set mounted controls.

**Gensets/systems must be registered within the Base Warranty period. See your Cummins/Onan distributor for details.**

10 year Major Components, 2 year Prime Power and all Utility Load Management Extended Coverage programs are available only in the United States and Canada.

**ALL LIMITATIONS OF BASE WARRANTY ALSO APPLY TO EXTENDED COVERAGE.**



**Onan**

Onan Corporation  
1400 73rd Avenue N. E.  
Minneapolis, MN 55432  
612-574-5000  
Telex: 275477  
Fax: 612-574-8087



# Onan Worldwide Warranty and Extended Coverage Program Options

## Base Warranty

### 1-year Base Warranty L028

The complete electrical power system (generator set, controls and associated switches, switchgear and accessories), as provided by the single-source manufacturer, shall be warranted by said manufacturer against defects in materials and workmanship for a period of one year from the date of system start-up. Said coverage shall include parts, labor, travel expenses, and labor to remove/reinstall said equipment, per the manufacturer's standard published limited warranty.

## Standby Applications

### 2-Year Comprehensive Extended Coverage L029

For standby power applications only, the complete electrical power system (generator set, controls, and associated switches, switchgear and accessories), as provided by the single-source manufacturer, shall be warranted by said manufacturer against defects in materials and workmanship for a period of two years or 1500 hours, whichever occurs first from the date of system start-up. Said coverage shall include parts, labor, travel expenses, and labor to remove/reinstall said equipment, per the manufacturer's standard published limited warranty. There shall be no deductibles applied to said warranty.

### 5-Year Basic Extended Coverage L030

For standby power applications only, the complete electrical power system (generator set, controls, and associated switches, switchgear and accessories), as provided by the single-source manufacturer, shall be warranted by said manufacturer against defects in materials and workmanship for a period of five years or 1500 hours, whichever occurs first from the date of system start-up. Said coverage shall include replacement parts for the entire coverage period as well as the labor to replace warrantable parts, through the second year of coverage, per the manufacturer's standard published limited warranty. The owner is responsible for all expenses beyond the base warranty period except as described above. There shall be no deductibles applied to said warranty.

### 5-Year Comprehensive Extended Coverage L031

For standby power applications only, the complete electrical power system (generator set, controls and associated switches, switchgear and accessories), as provided by the single-source manufacturer, shall be warranted by said manufacturer against defects in materials and workmanship for a period of five years or 1500 hours, whichever occurs first from the date of system start-up. Said coverage shall include parts, labor, travel expenses, and labor to remove/reinstall said equipment, per the manufacturer's standard published limited warranty. There shall be no deductibles applied to said warranty.

### 10-Year Major Components Extended Coverage L041\*

For standby power applications only, the complete electrical power system (generator set, controls and associated switches, switchgear and accessories), as provided by the single-source manufacturer, shall be warranted by said manufacturer against defects in materials and workmanship for a period of ten years or 3000 hours, whichever occurs first from the date of system start-up. Said coverage shall include replacement parts, as specified, for the entire coverage period, as well as the labor to replace warrantable parts, through the second year of coverage, per the manufacturer's standard published limited warranty. The owner is responsible for all expenses beyond the base warranty period except as described above. There shall be no deductibles applied to said warranty.



**Lee County  
Annual Purchase of Generators  
Project No.; Q-040331**

**Section 11 – VENDER QUALIFICATIONS**

**V11. UL APPROVALS**

**All of our diesel and gas powered generators 35 through 2250 kW have a UL2200 listing.**

**All of our automatic transfer switches 30 through 3000 amp have the UL1008 listing.**

9900 N.W. 77th Court  
**Hialeah Gardens, Florida 33016**  
Phone 305-821-4200  
Fax No. 305-557-2992

5910 E. Hillsborough Avenue  
**Tampa, Florida 33610**  
Phone 813-626-1101  
Fax No. 813-628-4183

6606 N. 56th Street  
**Tampa, Florida 33610**  
Phone 813-623-3330  
Fax No. 813-628-4162

4820 N. Orange Blossom Trail  
**Orlando, Florida 32810**  
Phone 407-298-2080  
Fax No. 407-290-8727

755 Pickettville Road  
**Jacksonville, Florida 32220**  
Phone 904-378-1902  
Fax No. 904-378-1904

Accounting Offices  
5912 E. Hillsborough Avenue  
**Tampa, Florida 33610**  
Phone 813-626-1101  
Fax No. 813-626-8888

2671 Edison Avenue  
**Ft. Myers, Florida 33916**  
Phone 941-337-1211  
Fax No. 941-337-5374

321 S.W. 52nd Avenue  
**Ocala, Florida 34474-1892**  
Phone 352-861-1122  
Fax No. 352-861-1130

# Cummins Southeastern Power, Inc.



Lee County  
Annual Purchase of Generators  
Project No.; Q040331

## Section 11 – VENDER QUALIFICATIONS

### V111. GENERAL EQUIPMENT REQUIREMENTS

All of the “Upon request) paragraphs Cummins Southeastern Power has applied in previous sales.

Example: January of 2004 Bonita Springs Utilities (Sean McPartlin (239) 390-4830) purchased a generator mounted on a trailer to those specifications.

9900 N.W. 77th Court  
Hialeah Gardens, Florida 33016  
Phone 305-821-4200  
Fax No. 305-557-2992

5910 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-628-4183

6606 N. 56th Street  
Tampa, Florida 33610  
Phone 813-623-3330  
Fax No. 813-628-4162

4820 N. Orange Blossom Trail  
Orlando, Florida 32810  
Phone 407-298-2080  
Fax No. 407-290-8727

755 Pickettville Road  
Jacksonville, Florida 32220  
Phone 904-378-1902  
Fax No. 904-378-1904

Accounting Offices  
5912 E. Hillsborough Avenue  
Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-626-8888

2671 Edison Avenue  
Ft. Myers, Florida 33916  
Phone 941-337-1211  
Fax No. 941-337-5374

321 S.W. 52nd Avenue  
Ocala, Florida 34474-1892  
Phone 352-861-1122  
Fax No. 352-861-1130



**Lee County  
Annual Purchase of Generators  
Project No.; Q-040331**

**Section 11 – VENDER QUALIFICATIONS**

**X. ENGINE MANUFACTURER**

**Cummins Power Generation uses Cummins engines, alternators and controls on all sets 35 kW to 2700 kW diesel sets. On gas applications Cummins uses exclusively Ford engines, Cummins alternators and controls on 20 kW through 100 kW. On 125 through 1000 kW's gas sets Cummins uses solely Cummins products.**

**All automatic transfer switches 30 amp through 3000 amp is manufactured by Cummins**

9900 N.W. 77th Court  
Hialeah Gardens, Florida 33016  
Phone 305-821-4200  
Fax No. 305-557-2992

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Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-628-4183

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Jacksonville, Florida 32220  
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Fax No. 904-378-1904

Accounting Offices  
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Tampa, Florida 33610  
Phone 813-626-1101  
Fax No. 813-626-8888

2671 Edison Avenue  
Ft. Myers, Florida 33916  
Phone 941-337-1211  
Fax No. 941-337-5374

321 S.W. 52nd Avenue  
Ocala, Florida 34474-1892  
Phone 352-861-1122  
Fax No. 352-861-1130

**ATTACHMENT #33**

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF GENERATORS**

DATE SUBMITTED: April 26, 2004VENDOR NAME: Florida Detroit Diesel-Allison, Inc.

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges  
receipt of Addenda numbers:

1

WILL YOU DELIVER WITH YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?

YES XX NO \_\_\_\_\_

TO BE STARTED WITHIN 11 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Does your firm have a location/office/facility in Lee County?

YES XX NO \_\_\_\_\_

Address: 2305 Rockfill Road, Ft. Myers, Fl 33916

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No XX

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.



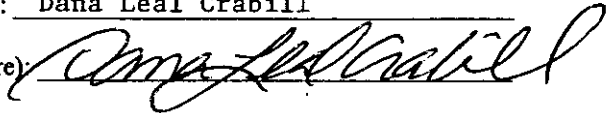
ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME Florida Detroit Diesel - Allison, Inc.

BY (Printed): Dana Leal Crabill

BY (Signature):



TITLE: Power Systems Sales

FEDERAL ID # OR S.S.# 59-2043490

ADDRESS: 8411 Adamo Drive

Tampa, FL 33610

PHONE NO.: (813)621-5651

FAX NO.: (813)628-0807

CELLULAR PHONE/PAGER NO.: (813)918-0052

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 911369

E-MAIL ADDRESS: dcrabill@fdda.com

REVISED: 7/28/00



**FLORIDA**

**DETROIT DIESEL - ALLISON**

Your Total Power Solution<sup>®</sup>



Quote No.: Q-040331

**BRANCHES**

**DAYTONA**

645 S. Beach Street  
Daytona Beach, Florida 32114  
Tel: (386) 254-7995

**FT. LAUDERDALE**

4141 S.W. 30th Avenue  
Ft. Lauderdale, Florida 33312  
Tel: (954) 327-4440

**FT. MYERS**

2305 Rockfill Road  
Fort Myers, Florida 33916  
Tel: (239) 332-3100

**FT. PIERCE**

3885 Selvitiz Road  
Ft. Pierce, Florida 34981  
Tel: (772) 464-6006

**JACKSONVILLE**

5040 University Blvd. West  
Jacksonville, Florida 32216  
Tel: (904) 737-7330

**MIAMI**

2277 N.W. 14th Street  
Miami, Florida 33125  
Tel: (305) 638-5300

**OCALA**

224 S.W. 52nd Avenue  
Ocala, Florida 34474  
Tel: (352) 237-7977

**ORLANDO**

6850 President's Drive  
Orlando, Florida 32809  
Tel: (407) 888-1700

**TAMPA**

8411 Adamo Drive  
Tampa, Florida 33619  
Tel: (813) 621-5651

**I. EXPERIENCE**

City of Melbourne  
Greg Schmidt  
321-674-5726 *674-5732*  
They have 32 of our gensets  
Stationary and portable

Brevard County  
Mark Fransisconi  
Brevard Fire/Rescue  
321-609-8019  
15 to 20 Fire houses with our gensets

City of Port Orange  
Randy Wyatt  
386-756-5471

Hillsborough County Sheriff  
Mike Alvarez  
813-247-8055

Bellsouth  
Jerry Iovine  
407-314-4323

City of Maitland  
Tony Leffin, Director of Public Works  
407-539-6200  
They have 12-15 of our gensets  
Stationary and portable

Seminole County  
Walt Hamilton  
407-665-5158  
majority of their fire houses and 911  
towers plus the Jail  
25-30 gensets from 30-600 kw

Seminole County Schools  
Charlie Stafford  
407-320-7412

Southwest Bell Telecommunications  
Jack Crocetto  
813-426-0710

AT&T  
Global Lee Baker  
813-878-4036

**FT. MYERS BRANCH**

2305 Rockfill Road • Fort Myers, Florida 33916 • Tel: (239) 332-3100 • Fax (239) 332-4857 • www.fdda.com



Quote No.: Q-040331

**BRANCHES**

**DAYTONA**  
 645 S. Beach Street  
 Daytona Beach, Florida 32114  
 Tel: (386) 254-7995

**FT. LAUDERDALE**  
 4141 S.W. 30th Avenue  
 Ft. Lauderdale, Florida 33312  
 Tel: (954) 327-4440

**FT. MYERS**  
 2305 Rockfill Road  
 Fort Myers, Florida 33916  
 Tel: (239) 332-3100

**FT. PIERCE**  
 3885 Selvitz Road  
 Ft. Pierce, Florida 34961  
 Tel: (772) 464-6006

**JACKSONVILLE**  
 5040 University Blvd. West  
 Jacksonville, Florida 32216  
 Tel: (904) 737-7330

**MIAMI**  
 2277 N.W. 14th Street  
 Miami, Florida 33125  
 Tel: (305) 638-5300

**OCALA**  
 224 S.W. 52nd Avenue  
 Ocala, Florida 34474  
 Tel: (352) 237-7977

**ORLANDO**  
 6850 President's Drive  
 Orlando, Florida 32809  
 Tel: (407) 888-1700

**TAMPA**  
 8411 Adamo Drive  
 Tampa, Florida 33619  
 Tel: (813) 621-5651

**II. FINANCIAL QUALIFICATIONS (MINIMUM)**

Lee County has been added as an additional insured on our comprehensive general liability policy. Per the attached certificate, we meet or exceed the requirement set forth by Lee County.

**FT. MYERS BRANCH**

2305 Rockfill Road • Fort Myers, Florida 33916 • Tel: (239) 332-3100 • Fax (239) 332-4857 • www.fdda.com

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2004

**PRODUCER**  
Frenkel & Co., Inc.  
1740 Broadway  
New York, NY 10019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Florida Detroit Diesel Allison  
P.O. Box 16595  
Jacksonville, FL 32245

INSURER A: Allianz Insurance Company  
INSURER B: American Home Assurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	CGL2001292	04/01/2004	04/01/2005	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MBO EXP (Any one person) \$ 50,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	CA3595928	04/01/2004	04/01/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 3593024 RA	04/01/2004	04/01/2005	<input checked="" type="checkbox"/> POLICY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials are included as additional insureds as required by contract for general liability.

**CERTIFICATE HOLDER**

Lee County Board of County Commissioners  
 c/o Lee County Purchasing  
 PO Box 398  
 Ft. Myers, FL 33902

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joseph De Mico*  
 JOSEPH DE MICO



**FLORIDA**

**DETROIT DIESEL - ALLISON**

*Your Total Power Solution®*



Quote No.: Q-040331

**BRANCHES**

**DAYTONA**

645 S. Beach Street  
Daytona Beach, Florida 32114  
Tel: (386) 254-7995

**FT. LAUDERDALE**

4141 S.W. 30th Avenue  
Ft. Lauderdale, Florida 33312  
Tel: (954) 327-4440

**FT. MYERS**

2305 Rockfill Road  
Fort Myers, Florida 33916  
Tel: (239) 332-3100

**FT. PIERCE**

3885 Selvitz Road  
Ft. Pierce, Florida 34981  
Tel: (772) 464-6006

**JACKSONVILLE**

5040 University Blvd. West  
Jacksonville, Florida 32216  
Tel: (904) 737-7330

**MIAMI**

2277 N.W. 14th Street  
Miami, Florida 33125  
Tel: (305) 638-5300

**OCALA**

224 S.W. 52nd Avenue  
Ocala, Florida 34474  
Tel: (352) 237-7977

**ORLANDO**

6850 President's Drive  
Orlando, Florida 32809  
Tel: (407) 888-1700

**TAMPA**

8411 Adamo Drive  
Tampa, Florida 33619  
Tel: (813) 621-5651

**III. PARTS & SERVICE FACILITY LOCATIONS**

Florida Detroit Diesel-Allison currently has nine locations in the State of Florida, with one located within the City of Fort Myers. The address is: 2305 Rockfill Road, Fort Myers, Fl. 33916. The phone number is 239-332-3100. This number can also be used for emergency use after normal hours and weekends. The fax number is 239-332-4857. The Fort Myers location is located less than four miles from downtown Fort Myers.

The Fort Myers Branch has a complete service center as well as a fully stocked parts department.

In addition to the Fort Myers Branch, the following is a list of our other statewide locations that also have fully stocked parts and service centers:

Florida Detroit Diesel-Allison  
2277 N.W. 14 Street  
Miami, Fl. 33125  
Telephone: 305-638-5300      Fax: 305-637-1592

Florida Detroit Diesel-Allison  
4141 S.W. 30th Ave.  
Fort Lauderdale, Fl. 33312  
Telephone: 954-327-4489      Fax: 954-327-4489

Florida Detroit Diesel-Allison  
5040 University Blvd. West  
Jacksonville, Fl. 32216  
Telephone: 904-737-7330      Fax: 904-733-5871

Florida Detroit Diesel-Allison  
224 S.W. 52nd. Ave.  
Ocala, Fl. 34474  
Telephone: 352-237-7977      Fax: 352-237-4566

Florida Detroit Diesel-Allison  
6850 Presidents Drive  
Orlando, Fl. 32809  
Telephone: 407-888-1700      Fax: 407-888-0100

Florida Detroit Diesel-Allison  
8411 Adamo Drive  
Tampa, Fl. 33619  
Telephone: 813-621-5651      Fax: 813-620-1172

**FT. MYERS BRANCH**

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Quote No.: Q-040331

**III. PARTS & SERVICE FACILITY LOCATIONS (continued)**

**BRANCHES**

**DAYTONA**

645 S. Beach Street  
 Daytona Beach, Florida 32114  
 Tel: (386) 254-7995

Florida Detroit Diesel-Allison  
 3885 Selvitz Road  
 Fort Pierce, Fl. 34981  
 Telephone: 772-464-6006      Fax: 772-465-2163

**FT. LAUDERDALE**

4141 S.W. 30th Avenue  
 Ft. Lauderdale, Florida 33312  
 Tel: (954) 327-4440

Florida Detroit Diesel-Allison  
 645 South Beach Road  
 Daytona Beach, Fl 32114  
 Telephone: 386-254-7995      Fax: 386-254-7553

**FT. MYERS**

2305 Rockfill Road  
 Fort Myers, Florida 33916  
 Tel: (239) 332-3100

**FT. PIERCE**

3885 Selvitz Road  
 Ft. Pierce, Florida 34981  
 Tel: (772) 464-6006

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5040 University Blvd. West  
 Jacksonville, Florida 32216  
 Tel: (904) 737-7330

**MIAMI**

2277 N.W. 14th Street  
 Miami, Florida 33125  
 Tel: (305) 638-5300

**OCALA**

224 S.W. 52nd Avenue  
 Ocala, Florida 34474  
 Tel: (352) 237-7977

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 Orlando, Florida 32809  
 Tel: (407) 888-1700

**TAMPA**

8411 Adamo Drive  
 Tampa, Florida 33619  
 Tel: (813) 621-5651

**FT. MYERS BRANCH**

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Daytona Beach, Florida 32114  
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Ft. Lauderdale, Florida 33312  
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Ft. Pierce, Florida 34961  
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**IV. TRAINING**

Florida Detroit Diesel will provide the following training:

On-site training at the time of generator start-up

This training will be performed free of charge if performed at the time of generator start-up. This training will be performed in conjunction with the start-up of the generator set by the FDDA certified technician performing the start-up. This training will include familiarization with the equipment, operations, general troubleshooting and maintenance of the equipment.

Detroit Diesel and Allison Transmissions training facility in Tampa, Florida

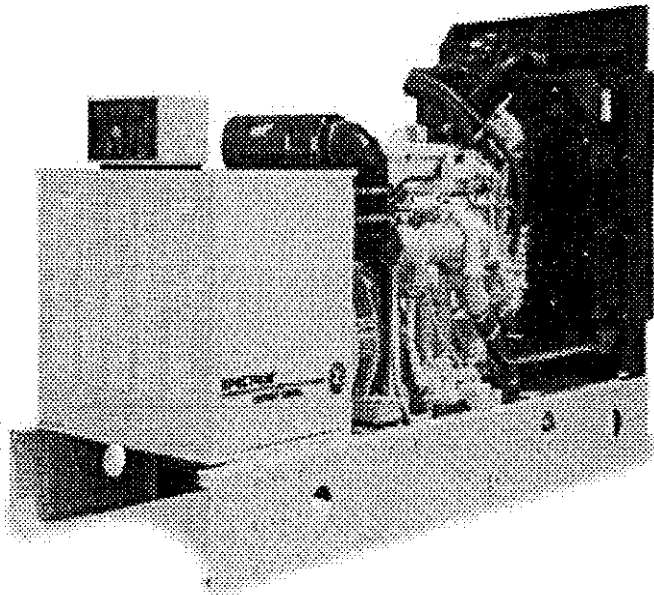
FDDA provides various engine and transmission classes. We offer basic troubleshooting and service classes to overhaul and factory certification classes. See that attached class descriptions, fees and times through June of this year.

Generator Service Classes

Classes are offered for the generators and automatic transfer switches through the factory in Sheboygan, Wisconsin. Attached are the class descriptions, fees and dates.

**FT. MYERS BRANCH**

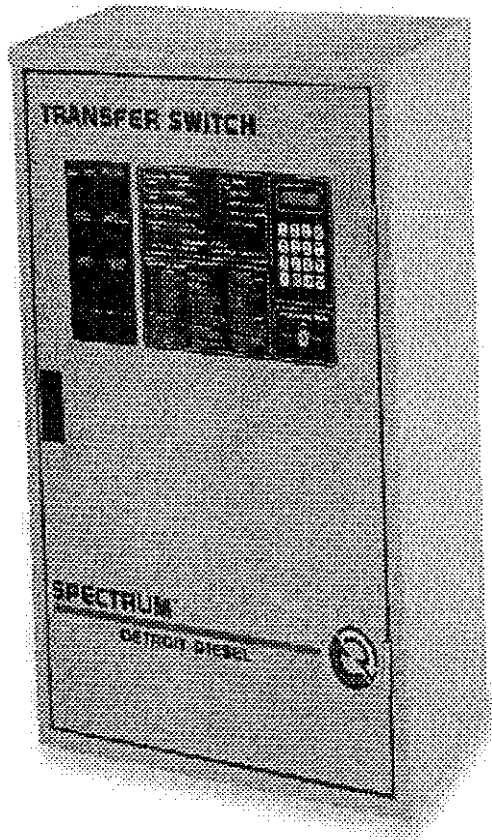
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2004  
Kohler Service  
Training Schedule

Factory Schools  
Field Program

# Service Training





**2004 FACTORY  
SERVICE SCHOOL FORMAT**

**Generators & Controls**

**4.5 Day - \$500**

Monday 8:30 am to Friday, 12:00 noon

Instructions Include:

- Basic Generator Theory
- Alternators and Voltage Regulators
- Generator Controls & Governors
- Gaseous Fuel Systems
- General Operation
- Maintenance
- History
- Theory of Operation
- Wiring Diagram Analysis
- Trouble Shooting
- Features and Adjustments
- Hands-on Labs
- Remote Communications
- Factory Tour
- Testing

This course is designed for the technician who is starting to perform service work on Generators. The technician should have some training in basic electricity before taking this course.

**Automatic Transfer Switches (ATS)**

**4.5Day - \$500**

Monday 8:30 am to Friday, 12:00 noon

Instructions Include:

- Contactors
- Controls
- Options
- Theory of Operation
- Components
- Wiring Diagram Analysis
- Trouble Shooting
- Programming & Adjustments
- Logic
- Remote Communications
- Factory Tour
- Testing

This course is for the technician who is starting to perform service work on transfer switches. The technician should have some training in basic electricity before taking this course.

**New Controls Class**

**Decision-Maker™ 550, ADC 2100, DXPower 1000, New DEC 3+, RSA 1000**

**3 Day - \$400**

Monday 8:30 am to Wednesday, 4:00 pm

Instruction Includes

- Features of 550 Controller
- Programming DEC 550 controller
- Hands-on Lab
- Learn to use Loader Program and Monitor II software
- New MPAC features
- Programming ATS logic controller
- Hands-on troubleshooting
- New remote Annunciator
- New DEC 3+ controller

This course is for the technician or salesperson who wants to familiarize themselves with the new generator and ATS controller product line.

**Course Schedule**

<b>May 17-21</b>	<b>Generator and Controls</b>
<b>May 24-28</b>	<b>ATS</b>
<b>June 7-11</b>	<b>Latin America School</b>
<b>July 19-23</b>	<b>Generator and Controls</b>
<b>July 26-30</b>	<b>ATS</b>
<b>September 13-15</b>	<b>New Controls</b>
<b>October 4-8</b>	<b>Generator and Controls</b>
<b>October 11-15</b>	<b>ATS</b>
<b>December 6-10</b>	<b>Generator and Controls</b>

## Questions About Factory Service Schools

### What does the tuition fee include?

Kohler and vendor instructors, classroom materials, daily continental breakfast and lunch.

### What about transportation, meals and lodging?

Transportation, lodging and additional meals are the responsibility of the student.

### When should I register?

Please initiate your plans as soon as possible. All class enrollments are on a first-come, first serve basis. **Tuition fees are due at the time of registration. Registration must be made by fax or mail using the enclosed form. Phone reservations will not be accepted.**

### How do I know I'm registered?

Upon receipt of your registration and tuition fee, we will mail a confirmation booklet to your attention outlining the course, motel and travel information.

### Who can attend?

Kohler Distributors / Dealers and their end customers. Dealers and end customers must submit their requests through the appropriate Kohler Distributor. **Their check or money order must accompany the registration form. Kohler Co. reserves the right to accept or reject applications from anyone other than authorized Kohler Generator Distributors.**

### Are there any prerequisites?

Training is designed to allow a technician to troubleshoot, repair and understand the theory of operation for Kohler products. We recommend that classes be completed in the following order:

#### 1. Generators & Controls

#### 2. ATS

#### 3. New Controllers class

### What if the class I want is full?

Maximum enrollment for each training class is 12 students. When a class is full, registrations (as received) will be accepted, should there be cancellations. Distributors will be notified if changes are possible.

### What if I cancel?

If a student cancels less than 10 days prior to the start of a class, their tuition fee will be forfeited. Substitutes from the same company will be allowed.

### Can Kohler cancel a class?

The Kohler Generator Division reserves the right to cancel a class due to insufficient enrollment. A minimum of 8 people is considered necessary to conduct a training program, and in the event of a cancellation, the student's tuition fee will be refunded. The cut-off date for a class cancellation will be no less than 21 days prior to the class starting date. **The Kohler Co. will not be responsible for any charges incurred by the student in the event of a class cancellation. This includes advanced airline tickets.**

**The registration forms for Factory, Regional and Field service schools can be found in this booklet. Please make additional copies as required.**

## **Field Service Program**

### **Who can schedule an On-Site Field Service School?**

On-Site Field Service School requests will only be accepted from authorized Kohler Generator Distributors.

### **How much does field service training cost?**

\$750.00 per day with a minimum 2 day class, Monday through Friday. \$1000.00 per day on weekends. Single day classes are available, please consult factory for prices.

### **What do these charges include?**

A service training specialist from the Kohler Generator Division.

### **What do I have to supply?**

- A suitable location
- Tools and test equipment
- Components for Hands-on participation
- Functional Product
- Refreshments and lunches
- Accessories
- Training materials for a maximum of 15 people.

### **How do I register for On-Site Field Service Training.**

Complete the application found in this booklet. Forms must be submitted 90 days prior to your earliest requested date. Requests for field service schools will be dealt with on a first come first serve basis.

### **Are there any charges if we cancel our training class?**

If you cancel a scheduled field service school less than 30 days prior to the starting date, there will be a cancellation charge based on the price of airline tickets purchased.

## **Service Training Objective**

"Professionally train our distribution, associates, and customers to service our Kohler Power Systems product lines, thereby enhancing their ability to successfully market Kohler Power System's product offerings worldwide."

We would like to thank you for considering Kohler technical training. We believe that training is a learning process for both the instructor and student, and your active participation is greatly appreciated.

The Service Training Department  
Kohler Power Systems

## 2004 FACTORY SERVICE TRAINING REGISTRATION

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Province: \_\_\_\_\_ Country: - \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Requester's Name: \_\_\_\_\_

Person attending: \_\_\_\_\_

Service Training Request Date:

Generators and Controls: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

ATS 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

New Controls Class Sept 13-15

Mail or fax your completed form to:

Kohler Factory Service Training 2004  
Kohler Generator Division  
444 Highland Drive M.S. 072  
Kohler, WI 53044

Fax: (920) 453-5881

Please include your payment with your registration form.

## 2004 FIELD SERVICE TRAINING REGISTRATION

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Province: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Requester's Name: \_\_\_\_\_

Type of Training Required:

Generators

Controls

Automatic Transfer Switches

Request Dates: ( At least 90 days prior to your first request date.

1<sup>st</sup> Choice: \_\_\_\_\_ 2<sup>nd</sup> Choice: \_\_\_\_\_

Mail or fax your completed form to:

Kohler Field Service Training 2004  
Generator Division  
444 Highland Drive M.S. 072  
Kohler, WI 53044

Fax: (920) 453-5881



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**V. ENGINE & GENERATOR REPLACEMENT PARTS**

Florida Detroit Diesel-Allison has 9 full service locations throughout the state of Florida. With over \$10 Million of parts inventory on hand for all of our products sold. We have 105 service van throughout the state of Florida. Each stocked with recommended service parts for the products that we sell.

As a factory owned distributor, we are required to maintain 75 -90% inventory level at all times for each engine family.

Generator service is priority one. Parts not on hand can be obtained by "generator down" and will be shipped air freight for a 1 day turn around.

In addition to our factory inventory levels, we are distributors and/or dealer for many aftermarket parts with are used on most of the generators that we sell.

See the attached Product Line Card for complete listing of our service and aftermarket products.

FDDA will comply with the following provision for the four delivery situations as outlined below:

1. On the shelf parts will be delivered the same day as ordered.
2. Manufacturer regional warehouse items shall be delivered after receipt by FDDA, freight included, on the next working day.
3. Factory back-ordered parts will be delivered the same day they are received by FDDA.
4. Priority order for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as direct by Lee County. Premium transportation costs will be passed to Lee County at their actual cost (Waybill will be listed on invoice).

**FT. MYERS BRANCH**

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**VII. UL APPROVALS**

**Florida Detroit Diesel-Allison (DDC/MTU Power Generation) meets UL2200 on their diesel and gas powered generator sets.**

**Our Automatic Transfer Switches meet UL1008.**

**See the attached brochure on our UL product line.**

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**VIII. Factory Authorized Distributor**

**CORPORATE HISTORY**

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Florida Detroit Diesel-Allison, Inc. (FDDA) is a wholly owned subsidiary of Detroit Diesel Corporation. It is the authorized distributor for Detroit Diesel, Spectrum, MTU and Allison products and service. FDDA has been in varying stages of development for the past twenty-nine years. The origins of our company stem from two different organizations and their eventual consolidation in 1997.

George Engine Company purchased the facilities operated by General Motors in Miami, Florida. After that Mr. Dwayne House bought the company and renamed it Key Power. These facilities were in operation under the name of Key Power from 1971 to 1989 and included the Miami and Ft. Myers branches. In 1989 it was acquired by Detroit Diesel Corporation and took on the name of Florida Detroit Diesel-Allison, Inc. The first expansion was to open a branch in Ft. Pierce.

In 1971 Western Diesel Services, Inc. of St. Louis, Missouri purchased the operation owned by General Motors in Jacksonville, Florida. This new company came to be known as Coastal Power Products, with branches in Jacksonville, Tampa, Sanford and Ocala and remained in operation from 1971 to 1992. Detroit Diesel Corporation then purchased the company and it became Florida Detroit Diesel- Allison North.

In 1995/96 the Fort Lauderdale and Orlando facilities were opened. The "State of the Art" operation in Fort Lauderdale offers complete sales, service, parts, and training for both Detroit Diesel and MTU products. The Orlando facility comes equipped with 20 service bays.

In 1997, these two Detroit Diesel Distributorships merged to form a single company with a franchised territory covering the State of Florida. Today we operate nine (9) branches: Jacksonville, Ocala, Tampa, Orlando, Ft. Pierce, Ft. Myers, Ft. Lauderdale, Daytona and Miami.

In 2000 DaimlerChrysler purchased Detroit Diesel Corporation creating the worlds largest medium and heavy duty engine manufacturer in the world.

We currently have 400 employees statewide, which includes 250 skilled technicians and parts personnel. With its modern fleet of 107 Service vehicles and an \$15,000,000 inventory, Florida Detroit Diesel-Allison can satisfy all of our customer's needs.

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**VIII. GENERAL EQUIPMENT REQUIREMENTS**

**Florida Detroit Diesel offers a full line of on-site electrical power generation products.**

**Diesel 20-2800kw    2200 UL Listed**  
**Gas 20-800kw        2200 UL Listed**

**Automatic Transfer Switches 40 amp to 4000 amps**  
**Paralleling distribution switchgear to 15KV**

**Trailerized generator sets**  
**Voltage change over switches**  
**Sound Attenuated generator enclosure**  
**UL fuel tanks and daytanks**  
**Exhaust Systems**  
**Battery Chargers**  
**Remote annunciator panels**  
**Remote communications for monitoring generators and ATS's**

**FDDA also offer special customizing on generator set to meet any application. We have built many special trailerized generator sets for many of the Florida Municipalities. See section I. Experience for listed references.**

**Listed below are some additional larger generator installations.**

**American Express (2@1500kw)**  
**Aviation Sales (2@1250kw)**  
**American Airlines Arena (1@1750kw)**  
**NBC 6 Television Station (1@1000kw)**  
**AT&T (3@1500kw) additional (2@2000kw)**  
**Blue Lake (5@2000kw)**  
**Walt Disney World (4 @1750kw)**

**See the attached product brochure for the DDC/MTU Power Generation Products.**

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**VI. WARRANTY**

**Florida Detroit Diesel-Allison (DDC/MTU Power Generation) offers a standard one year warranty for the generator sets and automatic transfer switch to include a guarantee against defective material and workmanship in accordance to our manufacturer warranty guideline MP-5374. This warranty includes parts, labor and travel to repair or replace defective part. Warranty if valid one (1) year/or two thousand (2000) hours from date of start-up.**

**Optional warranties shall be available upon request.**

**See attached information on standard and optional warranties**

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# Industrial Trailer-Mounted Generator Set One-Year or One Thousand (1000)-Hour Limited Warranty

Your product has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, DDC/MTU Power Generation, hereinafter referred to as the manufacturer, warrants each product to be free from defects in materials and workmanship for the period indicated below. Repair, replacement, or appropriate adjustment at the manufacturer's option will be furnished if the product, upon the manufacturer's inspection, is found to be properly installed, maintained, and operated in accordance with the manufacturer's instruction manuals. An authorized distributor or representative must perform startup. This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear.

## DDC/MTU Power Generation Product

## Warranty Coverage

Trailer-Mounted Generator Set & Accessories\*

One (1) year or 1000 hours (whichever occurs first) from the initial startup date

\*Accessories are generator set options included with the original purchase order and the trailer enclosure, chassis, and axle/wheels.

The following will not be covered by the warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
  - a. Failure to provide the specified type and sufficient quantity of lubricating oil.
  - b. Failure to keep the air intake and cooling fin areas clean.
  - c. Failure to service the air cleaner.
  - d. Failure to provide sufficient coolant and/or cooling air.
  - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - f. Failure to regularly exercise the generator set under load (stationary applications only).
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
  - a. Labor charges related to battery service.
  - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Non-authorized repair shop labor without prior approval from the manufacturer's warranty department.
10. Parts purchased from sources other than the manufacturer. Replacement of a failed part with a non-manufacturer's part voids warranty on that part.
11. Radiators replaced rather than repaired.
12. Fuel injection pumps not repaired locally by an authorized servicing dealer.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, rags, etc.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective manufacturer's materials or workmanship.
16. Maintenance items such as fuses, lamps, filters, spark plugs, loose or leaking clamps, and adjustments.
17. Accessories such as cables/cable ramps, HVAC units, light towers, power distribution packs, and transformers.

A Startup Notification form must be on file at the manufacturer. A Startup Notification form must be completed by the Seller and received at the manufacturer within 60 days after the date of initial startup. Trailer-mounted generator sets not registered within 60 days of startup will automatically be registered by the manufacturer using the ship date as the startup date.

To obtain warranty service, call 1-920-451-0846 for your nearest authorized service representative or write DDC/MTU Power Generation, 605 North 8th Street, Sheboygan, Wisconsin 53081 USA.

**The manufacturer shall not be liable for special, incidental, or consequential damages of any kind including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.**

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

**Any implied or statutory warranty, including any warranty of merchantability or fitness of purpose, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.



DDC/MTU Power Generation  
605 North 8th Street, Suite 501  
Sheboygan, Wisconsin 53081 USA  
Phone 920-451-0846, Fax 920-451-0843  
ddcmtupowergeneration.com

# Transfer Switch and Bypass Isolation Transfer Switch One-Year Limited Warranty

Your product has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, DDC/MTU Power Generation, hereinafter referred to as the manufacturer, warrants each product to be free from defects in materials and workmanship for the period indicated below. Repair, replacement, or appropriate adjustment at the manufacturer's option will be furnished if the product, upon the manufacturer's inspection, is found to be properly installed, maintained, and operated in accordance with the manufacturer's instruction manuals. An authorized distributor or representative must perform startup. This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear.

DDC/MTU Power Generation Product	Warranty Coverage
Transfer Switch and Bypass Isolation Switch	One (1) year from date of startup

The following will not be covered by the warranty:

1. Normal wear, periodic service, and routine adjustments.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation above or below rated capacity, voltage, or frequency; modifications; or installation contrary to published specifications, codes, recommendations, and accepted industry practices.
4. Original installation charges and startup costs.
5. Damage caused by negligent maintenance such as:
  - a. Failure to provide a clean, dry environment.
  - b. Failure to perform recommended exercising.
  - c. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - d. Use of other than factory-supplied or -approved repair parts and/or procedures.
6. Rental of equipment during performance of warranty repairs.
7. Non-authorized repair shop labor without prior approval from the the manufacturer's warranty department.
8. Expenses incurred investigating performance complaints unless the problem is caused by defective manufacturer's materials or workmanship.
9. Maintenance items such as fuses, lamps, and adjustments.

A Startup Notification form must be on file at the manufacturer. A Startup Notification form must be completed by Seller and received at the manufacturer within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by the manufacturer using the ship date as the startup date.

To obtain warranty service, call 1-920-451-0846 for your nearest authorized service representative or write DDC/MTU Power Generation, 605 North 8th Street, Suite 501, Sheboygan, Wisconsin 53081 USA.

**The manufacturer shall not be liable for special, incidental, or consequential damages of any kind including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.**

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

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# Stationary Standby and Prime Power One-Year or Two Thousand (2000)-Hour Limited Warranty

Your product has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, DDC/MTU Power Generation, hereinafter referred to as the manufacturer, warrants each product to be free from defects in materials and workmanship for the period indicated below. Repair, replacement, or appropriate adjustment at the manufacturer's option will be furnished if the product, upon the manufacturer's inspection, is found to be properly installed, maintained, and operated in accordance with the manufacturer's instruction manuals. An authorized distributor or representative must perform startup. This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear.

DDC/MTU Power Generation Product	Warranty Coverage
Generator Set & Accessories	One (1) year or 2000 hours (whichever occurs first) from date of initial startup*
Prime Power Generator Set 20 kW or Larger	One (1) year or 2000 hours (whichever occurs first) from date of initial startup*

\*Startup must occur within 24 months of original shipment by the manufacturer.

The following will **not** be covered by the warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
  - a. Failure to provide the specified type and sufficient lubricating oil.
  - b. Failure to keep the air intake and cooling fin areas clean.
  - c. Failure to service the air cleaner.
  - d. Failure to provide sufficient coolant and/or cooling air.
  - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - f. Failure to exercise with load regularly.
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
  - a. Labor charges related to battery service.
  - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Non-authorized repair shop labor without prior approval from the manufacturer's warranty department.
10. Parts purchased from sources other than the manufacturer. Replacement of a failed part with a non-manufacturer's part voids warranty on that part.
11. Fuel injection pumps not repaired locally by an authorized servicing dealer.
12. Radiators replaced rather than repaired.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, rags, etc.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective manufacturer's materials or workmanship.
16. Maintenance items such as fuses, lamps, filters, spark plugs, loose/leaking clamps, and adjustments.

A Startup Notification form must be on file at the manufacturer. A Startup Notification form must be completed by Seller and received at the manufacturer within 60 days after the date of initial startup. Systems not registered within 60 days of startup will automatically be registered by the manufacturer using the shipment date as the startup date.

To obtain warranty service, call 1-920-451-0846 for your nearest authorized service representative or write DDC/MTU Power Generation, 605 North 8th Street, Suite 501, Sheboygan, Wisconsin 53081 USA.

**The manufacturer shall not be liable for special, incidental, or consequential damages of any kind including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.**

This is our exclusive written warranty. We make no other express warranty nor is anyone authorized to make any on our behalf.

**Any implied or statutory warranty, including any warranty of merchantability or fitness of purpose, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.



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## OPTIONAL

# Extended Five-Year or Three Thousand (3000)-Hour Comprehensive Stationary Standby Limited Warranty

Your product has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, DDC/MTU Power Generation, hereinafter referred to as the manufacturer, warrants for five years or three thousand (3000) hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with manufacturer's instruction manuals. An authorized distributor or representative must perform startup.

**This warranty is not effective unless a proper extended warranty registration form and warranty fee have been sent to the manufacturer within one year of supervised startup.**

During the warranty period, repair or replacement at the manufacturer's option will be furnished free of charge for parts, provided an inspection to the manufacturer's satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to the manufacturer or an authorized service station, if requested. This extended warranty expires five full years after date of startup or after 3000 hours of operation, whichever occurs first.

This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, or normal wear and tear while in your possession.

The following will not be covered by this warranty:

1. Normal engine wear, routine tuneups, tuneup parts, adjustments, and periodic service.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
  - a. Failure to provide the specified type and sufficient lubricating oil.
  - b. Failure to keep the air intake and cooling fin areas clean.
  - c. Failure to service the air cleaner.
  - d. Failure to provide sufficient coolant and/or cooling air.
  - e. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - f. Failure to exercise with load regularly.
5. Original installation charges and startup costs.
6. Starting batteries and the following related expenses:
  - a. Labor charges related to battery service.
  - b. Travel expense related to battery service.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental of equipment during performance of warranty repairs.
9. Non-authorized repair shop labor without prior approval from the manufacturer's warranty department.
10. Parts purchased from sources other than the manufacturer. Replacement of a failed part with a non-manufacturer's part voids warranty on that part.
11. Radiators replaced rather than repaired.
12. Fuel injection pumps not repaired locally by an authorized servicing dealer.
13. Engine fluids such as fuel, oil, or coolant/antifreeze.
14. Shop supplies such as adhesives, cleaning solvents, and rags.
15. Expenses incurred investigating performance complaints unless the problem is caused by defective manufacturer's materials or workmanship.
16. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, and adjustments.

A Startup Notification form must be on file at the manufacturer. A Startup Notification form must be completed by Seller and received at the manufacturer within 60 days after the date of initial startup. Standby systems not registered within 60 days of startup will automatically be registered by the manufacturer using the ship date as the startup date.

To obtain warranty service, call 1-920-451-0846 for your nearest authorized service representative or write DDC/MTU Power Generation, 605 North 8th Street, Sheboygan, Wisconsin 53081 USA.

**The manufacturer shall not be liable for special, incidental, or consequential damages of any kind including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.**

This is our exclusive written warranty. We make no other express warranty, nor is anyone authorized to make any in our behalf.

**Any implied or statutory warranty, including any warranty of merchantability or fitness of purchase, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**DETROIT DIESEL**



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Sheboygan, Wisconsin 53081 USA  
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ddcmtupowergeneration.com

OPTIONAL

## Extended Five-Year Comprehensive Transfer Switch Limited Warranty

Your product has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, DDC/MTU Power Generation, hereinafter referred to as the manufacturer, warrants for five years that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with manufacturer's instruction manuals. An authorized distributor or representative must perform startup.

**This warranty is not effective unless a proper extended warranty registration form and warranty fee have been sent to the manufacturer within one year of supervised startup.**

During the warranty period, repair or replacement at the manufacturer's option will be furnished free of charge for parts, provided an inspection to the manufacturer's satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to the manufacturer or an authorized service station, if requested. This extended warranty expires five full years after date of startup.

This warranty does not apply to malfunctions caused by damage, unreasonable use, misuse, or normal wear and tear while in your possession.

The following will **not** be covered by the warranty:

1. Normal wear, periodic service, and routine adjustments.
2. Damage caused by accidents, improper installation or handling, faulty repairs not performed by an authorized service representative, or improper storage.
3. Damage caused by operation above or below rated capacity, voltage, or frequency; modifications; or installation contrary to published specifications, codes, recommendations, and accepted industry practices.
4. Original installation charges and startup costs.
5. Damage caused by negligent maintenance such as:
  - a. Failure to provide a clean, dry environment.
  - b. Failure to perform recommended exercising.
  - c. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - d. Use of other than factory-supplied or -approved repair parts and/or procedures.
6. Rental of equipment during performance of warranty repairs.
7. Non-authorized repair shop labor without prior approval from the manufacturer's warranty department.
8. Expenses incurred investigating performance complaints unless the problem is caused by defective manufacturer's materials or workmanship.
9. Maintenance items such as fuses, lamps, and adjustments.
10. Transfer switch main contacts.

A Startup Notification form must be on file at the manufacturer. A Startup Notification form must be completed by Seller and received at the manufacturer within 60 days after the date of initial startup. Product not registered within 60 days of startup will automatically be registered by the manufacturer using the ship date as the startup date.

To obtain warranty service, call 1-920-451-0846 for your nearest authorized service representative or write DDC/MTU Power Generation, 605 North 8th Street, Sheboygan, WI 53081 USA.

**The manufacturer shall not be liable for special, incidental, or consequential damages of any kind including, but not limited to, incidental consequential labor costs, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts.**

This is our exclusive written warranty. We make no other express warranty, nor is anyone authorized to make any on our behalf.

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**DETROIT DIESEL**



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ddcmtupowergeneration.com



**FLORIDA**

**DETROIT DIESEL - ALLISON**

*Your Total Power Solution*®



Quote No.: Q-040331

**BRANCHES**

**DAYTONA**  
645 S. Beach Street  
Daytona Beach, Florida 32114  
Tel: (386) 254-7995

**FT. LAUDERDALE**  
4141 S.W. 30th Avenue  
Ft. Lauderdale, Florida 33312  
Tel: (954) 327-4440

**FT. MYERS**  
2305 Rockfill Road  
Fort Myers, Florida 33916  
Tel: (239) 332-3100

**FT. PIERCE**  
3885 Selwitz Road  
Ft. Pierce, Florida 34981  
Tel: (772) 464-6006

**JACKSONVILLE**  
5040 University Blvd. West  
Jacksonville, Florida 32216  
Tel: (904) 737-7330

**MIAMI**  
2277 N.W. 14th Street  
Miami, Florida 33125  
Tel: (305) 638-5300

**OCALA**  
224 S.W. 52nd Avenue  
Ocala, Florida 34474  
Tel: (352) 237-7977

**ORLANDO**  
6850 President's Drive  
Orlando, Florida 32809  
Tel: (407) 888-1700

**TAMPA**  
8411 Adamo Drive  
Tampa, Florida 33619  
Tel: (813) 621-5651

**X. ENGINE MANUFACTURER**

**Florida Detroit Diesel, as the Factory distributor, is responsible for all warranty and service work on the generators that we sell.**

**All diesel generators 230kw and larger are powered by Detroit Diesel/MTU Product. Diesel generator sets 20kw through 230kw are powered by John Deere. FDDA is authorized to perform warranty work on these engines as they are warranted as a complete generator set by DDC/MTU Power Generation.**

**FT. MYERS BRANCH**

2305 Rockfill Road • Fort Myers, Florida 33916 • Tel: (239) 332-3100 • Fax (239) 332-4857 • www.fdda.com



**MEMORANDUM  
FROM  
THE DIVISION OF PURCHASING**

DATE: JUNE 10, 2004

TO: RICH BECK  
FACILITIES MGMT. DIRECTOR

*Janet Sheehan*  
FROM: JANET SHEEHAN, CPPB  
PURCHASING DIRECTOR

RE: BLUE SHEET # 20040772

PROJECT: Annual Purchase of Generators

TYPE: Formal Quote

AWARDED TO: Cummins Southeastern Power, Pantropic Power, Florida Detroit Diesel - Allison

When you have finished your review of this package, please forward it to Kristie Kroslack in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Bob Franceschini at 344-5457.

*Baxter*

*Rothell*  
\_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Andrew W. Coy  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

June 10, 2004

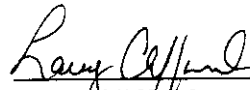
RE: Q-040331 Generators (Annual)

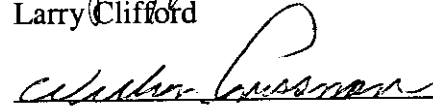
The evaluation committee met today. The undersigned evaluation committee members agree that the following firms have passed the qualifications criteria and are recommended to become a member of the County's approved pool of generator vendors.

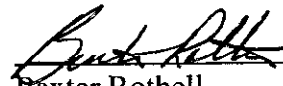
Cummins Southeastern Power, Inc.  
Pantropic Power  
Florida Detroit Diesel Allison

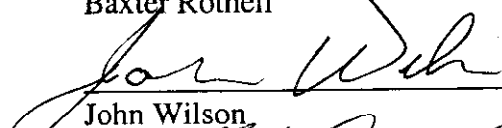
The following did NOT qualify:

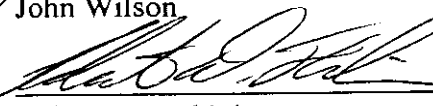
AAA Generator & Pump, Inc.  
Zabatt Power Systems  
Bo's Electric & Specialties – T.A.W.  
Bo's Electric & Specialties – MQ Power  
Bob Mitchell & Associates (did not acknowledge addendum #1)

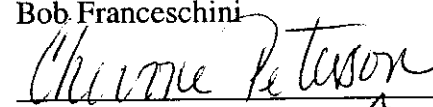
 6-10-04  
Larry Clifford

 6-10-04  
William Prussman

 6/10/04  
Baxter Rothell

 6/10/04  
John Wilson

 6-10-04  
Bob Franceschini

 6.10.04  
Chevone Peterson