

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

Blue Sheet No. 20050225

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the award of Q-040331I for the Purchase of six generators for Utilities various lift stations, to the low quoter meeting all specification requirements, Cummins Southeastern Power, for a grand total amount of \$140,328.- plus Option A (if awarded) - of \$4,890.00. Please note that this purchase is being made in accordance with the terms and conditions of Formal Quote No. Q-040331 which was Board approved on June 29, 2004.

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

WHAT ACTION ACCOMPLISHES: Provides emergency back up power to lift station pumps to keep the stations from overflowing and preventing an environmental issue. Savings to taxpayers: \$24,384

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C10B

3. MEETING DATE:

03-01-2005

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE**
- ORDINANCE**
- ADMIN. CODE** **AC-4-1**
- OTHER**

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER**
- B. DEPARTMENT** **UTILITIES**
- C. DIVISION**

BY: RICK DIAZ

[Signature]
2/15/05

BACKGROUND: Sealed quotations – in accordance with the terms and conditions of Formal Quote No. Q-040331 - were received by the Division of Purchasing on January 12, 2005 along with a supplemental bid to upgrade the housing on February 1, 2005. The three responses received have been thoroughly reviewed, and a recommendation is being made to award to Cummins Southeastern Power as the low quoter meeting specifications. Total amount for the six generators: \$140,328.

Funds are available: OD53604 under CIP 7135

Please see attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Cummins Southeastern Power's Quotation
- (4) Blue Sheet No. 20040772 – Board Approved 6/29/04

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 |
|-------------------------------|---------------------------------------------|----------------------|------------|----------------------|----------------------|---------------|---------------|---------------|-------------------------------|
| | | | | | OA | OM | Risk | GC | |
| <i>[Signature]</i> 2-18-05 | 2-14-05 PM <i>[Signature]</i> 2-14-05 | | | <i>[Signature]</i> | P.M. 2/17/05 | M. 2/17/05 | S. 2/17/05 | M. 2/17/05 | <i>[Signature]</i> 2-17-05 |

10. COMMISSION ACTION:

- APPROVED**
- DENIED**
- DEFERRED**
- OTHER**

Rec. by CoAtty
Date: 2/16/05
Time:
Forwarded To:

RECEIVED BY
COUNTY ADMIN: [Signature]
2/16/05
COUNTY ADMIN
FORWARDED TO: [Signature]
2/16/05

| FORMAL QUOTATION #Q-040331 I | LEE COUNTY, FLORIDA TABULATION SHEET | | |
|---------------------------------|------------------------------------------------------|-------------------------------|-----------------|
| SUPPLEMENT OPENING DATE: 2-1-05 | FOR | | |
| BUYER: PATTI ARMBRUSTER | THE PURCHASE OF A GENERATOR FOR VARIOUS LIFTSTATIONS | | |
| VENDORS | FLORIDA DETROIT DIESEL - ALLISON, INC | CUMMINS SOUTHEASTERN POWER | PANTROPIC POWER |
| COPIES IN TRIPLICATE | | | |
| COST OF EACH GENERATOR | \$22,190.00 | \$22,694.00 | \$26,254.00 |
| SUPPLEMENT UPGRADE PRICE | \$1,900.00 | \$694.00 | \$15,000.00 |
| GRAND TOTAL COST PER UNIT | \$24,090.00 | \$23,388.00 | \$41,254.00 |
| X SIX UNITS = | \$144,540.00 | \$140,328.00 | \$247,527.00 |
| ENGINE MANUFACTURER: | John Deere | Cummins | Caterpillar |
| QUOTE SIGNED? | Yes | Yes | Yes |
| OPTION A - WARRANTY | \$575.00 | \$815.00 | \$1,295.00 |
| MEETS SPECS: | Yes | Yes | Yes |
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| NO BIDS | | | |
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ATTACHMENT 1

ATTACHMENT 2



PROJECT NO.: Q-040331

OPEN DATE: JANUARY 11, 2005

AND TIME: 2:30 P.M.

MANDATORY PRE-BID

DATE: JANUARY 4, 2005

AND TIME: 2:00 PM

LOCATION: PURCHASING DEPT
1825 HENDRY ST 3RD FLR
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

ANNUAL PURCHASE OF GENERATORS FOR VARIOUS LIFT STATIONS

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 3rd Floor
FORT MYERS, FL 33901

BUYER: PATTI ARMBRUSTER., CPPB
BUYER
PHONE NO.: (239) 344-5450

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:

TOTAL COST OF EACH GENERATOR AS SPECIFIED:

\$ _____

TIMES SIX EQUALS GRAND TOTAL FOR SIX GENERATORS:

\$ _____

PLEASE SPECIFY THE ENGINE MANUFACTURER FOR THE GENERATORS YOU ARE QUOTING:

NOTE: ANY NON-MATCHING ENGINE BRAND(S) ARE SUBJECT TO PRE-APPROVAL BY LEE COUNTY.

OPTION A: 5 YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

ADDITIONAL COST OF OPTION A: \$ _____ /PER GENERATOR

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

YES _____ NO _____

TO BE DELIVERED 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**

SCOPE

The intent of this specification is to provide for the purchase of generators for various lift stations, (LS033, LS274, LS479, LS612, LS613, LS7726) located throughout Lee County.

This purchase is made in accordance with the terms and conditions of Lee County Formal Quote No.: Q-040331 – incorporating the revisions made via Addendum #1 – dated April 14, 2004 – which was opened by Lee County Purchasing on April 27, 2004; and awarded by the Lee County Board of County Commissioners on June 29, 2004. (Vendors – please refer to this document.) As per this award, only the following vendors are eligible to submit a quotation:

*Cummins Southeastern Power

*Pantropic Power

*Florida Detroit Diesel – Allison.

PRE-BID CONFERENCE

A pre-bid conference will be held at the date/time/location stated on the cover page of this solicitation. Attendance is mandatory; as this will be the only opportunity to request to see the sites where the generators will be located and to ask questions related to the project.

GENERATOR SPECIFICATIONS

The following are the minimum specifications for these generator purchases:

Genset -

1ea (per site)

genset, diesel fueled, 60 HZ, 80 KW-standby rating

double walled sub base fuel tank sized for 24 hour operation at 100 % load

radiator and cooling system rated for full load operation in 122 degree F temperature

UL 2200 listed

120/240 volt output, 3 phase, 4 lead alternator, temperature rise at full load no higher than 125 C

electronic governor

unit mounted 10 amp maximum output battery charger

unit mounted 100 amp , 3 pole output circuit breaker

unit mounted 120 VAC block heater

minimum safety circuit as follows:

low fuel level alarm

rupture basin alarm

low oil pressure shutdown

high coolant temperature shutdown

overspeed shutdown

over crank shutdown

emergency stop push button shutdown

basic standard engine\genset controller

Transfer Switch -

100 AMP, 3 pole, utility to genset application

UL 1008 listed

120/240 volt, 3 phase, 60 HZ

Aluminum NEMA 4X cabinet with aluminum fasteners and hinges

Enclosures -

Aluminum weather protective housing to withstand 150 windload with exhaust muffler, with aluminum fasteners and hinges

BASIS OF AWARD

The basis of award will be the low quoter (grand total) meeting specifications.

OPTION A – FIVE YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

In the space provided on the Proposal Quote Form, please provide the cost (per generator) of a five-year comprehensive extended warranty package.

Please include with your quote package literature detailing what this warranty includes and what is covered.

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:

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

___ 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
SOUTHWEST FLORIDA

PROJECT NO.: Q-040331

OPEN DATE: JANUARY 11, 2005

AND TIME: 2:30 P.M.

MANDATORY PRE-BID

DATE: JANUARY 4, 2005

AND TIME: 2:00 PM

LOCATION: PURCHASING DEPT
1825 HENDRY ST 3RD FLR
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

ANNUAL PURCHASE OF GENERATORS FOR VARIOUS LIFT STATIONS

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 3rd Floor
FORT MYERS, FL 33901

BUYER: PATTI ARMBRUSTER., CPPB
BUYER
PHONE NO.: (239) 344-5450

COMMINS BID



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

January 28, 2005

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stitwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Quotation No.: Q-040331-I

**LEE COUNTY SUPPLEMENT NUMBER TWO
TO THE SPECIFICATIONS FOR
ANNUAL PURCHASE OF GENERATORS
(GENERATOR FOR VARIOUS LIFT STATIONS)**

| | | | |
|-------------------|-------------|---------|-------------------|
| Post-It® Fax Note | 7671 | Date | # of pages ▶ |
| To | Self DeMars | From | Patti |
| Co./Dept. | Cummins | Co. | Lee Co Purchasing |
| Phone # | | Phone # | |
| Fax # | 337-7851 | Fax # | |

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

Please disregard supplement number one and replace it with supplement number two, which is a more in-depth explanation of what we are looking for.

The above project has been quoted without a sound attenuated enclosure. We are looking for a price from you to upgrade your current bid to include the quiet pak or sound attenuated enclosure aluminum weather protective housing with aluminum fasteners and hinges, soundproof to a maximum level of 75 dba at 25 feet, rated to withstand 150 MPH wind load with exhaust muffler. The price that you quote will be added to your previous bid for this project. Please have this supplement returned to us no later than Tuesday, February 1st, 2005 2:30 pm in a sealed envelope marked on the outside with the above quote number.

Quoter shall submit his/her quote on following page, including the firm name and authorized signature. Any blank spaces, 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.

DIVISION OF PURCHASING

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

cc: Lisa Pierce/Minutes

PRICE TO UPGRADE TO A SOUND ATTENUATED ENCLOSURE AS STATED ABOVE

\$ 694.00 PER UNIT

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 CSPI

BY (Printed): Jeff Demars

BY (Signature): 

TITLE: Energy Sales Manager

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

ADDRESS: 2671 Edison Avenue

Et. Myers, FL 33916

PHONE NO.: 239-337-1211

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



Quotation

CUMMINS SOUTHEASTERN POWER INC.
2671 Edison Ave.
Fort Myers FL 33916 United States
Direct: (941)337-1211

January 31, 2005

Project Name: Lee Co Various Lift Stations

Quotation: 10053200000012419

Thank you for your inquiry. We are pleased to quote as follows:

USD

| Item | Description | Qty |
|--------|----------------------------------------------------|-----|
| | Diesel Genset: 60hZ-80/72kW 50hZ-65/60kW | |
| 80DGCG | Genset-Diesel,60Hz,80kW-Standby Rating | 1 |
| A331-2 | Duty Rating-Standby Power | 1 |
| L090-2 | Listing-UL 2200 | 1 |
| L097-2 | Emissions-NotCertified,EPA,Tier1,Nonroad Levels C1 | 1 |
| F217-2 | Enclosure-Aluminum,Sound Att,Level 2, w/Exh System | 1 |
| R106-2 | Voltage-120/240,3 Phase,Delta,4 Wire | 1 |
| B414-2 | Alternator-60 Hz, 12 Lead, Upper Broad Range, 125c | 1 |
| H643-2 | SET CONTROL-PCC 2100 | 1 |
| B184-2 | Exciter/Regulator-Pmg, 3 Phase Sensor | 1 |
| A366-2 | Engine Governor-Electronic, Isochronous Only | 1 |
| H536-2 | Display Language-English | 1 |
| KM65-2 | Circuit Breaker Mtg-Single Brkr,Left of Control | 1 |
| KM34-2 | Circuit Breaker-100A,3P,600/690V,TM,80%UL/IEC | 1 |
| F207-2 | Wind Rating-150MPH,Aluminum Housing | 1 |
| C168-2 | Fuel Tank-Dual Wall Subbase, 24 Hour Capacity | 1 |
| C157-2 | Switch-Low Fuel Level, Subbase | 1 |
| C169-2 | Switch-Annunciator, Liquid In Rupture Basin | 1 |
| F179-2 | Skidbase-Housing Ready | 1 |
| E074-2 | Engine Cooling-Radiator, 50c Ambient | 1 |
| H036-2 | Coolant Heater-120 Volt Ac, Single Phase | 1 |
| L028-2 | Genset Warranty-1 Year Base | 1 |
| A322-2 | Packing-Skid, Poly Bag | 1 |
| F065-2 | Rack-Battery | 1 |

| | | |
|---------------------------|-----------------------------------|---|
| H268-2 | Extension-Oil Drain | 1 |
| CP01-2 | Common Parts Listing | 1 |
| SPEC-A | Product Revision - A | 1 |
| START OTP BATTERY CHARGER | WIRE INTERFACE BATTERY CHARGER | 1 |
| START OPT TRANSFER SWITCH | WIRE INTERFACE CONTROL START STOP | 1 |
| ST-UP -OTP.26-50 MILES | TRAVEL TIME INCLD. 50 MILES | 1 |
| ISC-4D-VHD | BATTERY SAE 4D LEAD ACID | 1 |
| ST-UP-OTP- 1001-2000 | BASIC START UP | 1 |

Transfer Switch-Power Command: 40A/70A/125A

| | | |
|---------|-------------------------------------|---|
| OTPC125 | Transfer Switch-Onan,PwrCmd,125 Amp | 1 |
| A028-7 | Poles-3 | 1 |
| A035-7 | Application-Utility To Genset | 1 |
| A046-7 | Listing-UL 1008/CSA Certification | 1 |
| A044-7 | Frequency-60 Hertz | 1 |
| A042-7 | System-3 Phase,3 Wire Or 4 Wire | 1 |
| R023-7 | Voltage-240 Vac | 1 |
| B025-7 | Cabinet-Type 4X Stainless | 1 |
| C024-7 | Control-Transfer Switch,Level 2 | 1 |
| M018-7 | Display-Digital | 1 |
| K002-7 | Battery Charger-10 Amp, 12 Vdc | 1 |
| G002-7 | Transfer Switch Warranty-1 Yr Basic | 1 |
| CP01-7 | Common Parts Listing | 1 |
| SPEC-A | Product Revision - A | 1 |

Grand Total **\$23,388.00**

Submitted by

Jeffery Demars , Energy Sales Manager
jeffery.a.demars@cummins.com
Mobile: (239) 229-4417
Fax: (239) 337-7851

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: January 11, 2005

VENDOR NAME: CSPI

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 

TOTAL COST OF EACH GENERATOR AS SPECIFIED:

\$ 22,694.00

TIMES SIX EQUALS GRAND TOTAL FOR SIX GENERATORS:

\$ 136,164.00

PLEASE SPECIFY THE ENGINE MANUFACTURER FOR THE GENERATORS YOU ARE QUOTING:

Cummins

NOTE: ANY NON-MATCHING ENGINE BRAND(S) ARE SUBJECT TO PRE-APPROVAL BY LEE COUNTY.

OPTION A: 5 YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

ADDITIONAL COST OF OPTION A: \$ 815.00 /PER GENERATOR

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

YES _____ NO X _____

TO BE DELIVERED WITHIN 60-75 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 Ave. 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 X _____

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:

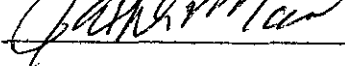
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

BY (Printed): Jeff Demars

BY (Signature): 

TITLE: Energy Sales Manager

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

ADDRESS: 2671 Edison Ave.

Ft. Myers, FL 33916

PHONE NO.: 239-337-1211

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

FORMAL QUOTE NO.: Q-040331

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

SCOPE

The intent of this specification is to provide for the purchase of generators for various lift stations, (LS033, LS274, LS479, LS612, LS613, LS7726) located throughout Lee County.

This purchase is made in accordance with the terms and conditions of Lee County Formal Quote No.: Q-040331 – incorporating the revisions made via Addendum #1 – dated April 14, 2004 – which was opened by Lee County Purchasing on April 27, 2004; and awarded by the Lee County Board of County Commissioners on June 29, 2004. (Vendors – please refer to this document.) As per this award, only the following vendors are eligible to submit a quotation:

*Cummins Southeastern Power

*Pantropic Power

*Florida Detroit Diesel – Allison.

PRE-BID CONFERENCE

A pre-bid conference will be held at the date/time/location stated on the cover page of this solicitation. Attendance is mandatory; as this will be the only opportunity to request to see the sites where the generators will be located and to ask questions related to the project.

GENERATOR SPECIFICATIONS

The following are the minimum specifications for these generator purchases:

Genset -

1ea (per site)

genset, diesel fueled, 60 HZ, 80 KW-standby rating

double walled sub base fuel tank sized for 24 hour operation at 100 % load

radiator and cooling system rated for full load operation in 122 degree F temperature

UL 2200 listed

120/240 volt output, 3 phase, 12 lead PMG alternator, temperature rise at full load no higher than 125 C

electronic governor

unit mounted 10 amp maximum output battery charger

unit mounted 100 amp , 3 pole output circuit breaker

unit mounted 120 VAC block heater

minimum safety circuit as follows:

low fuel level alarm

rupture basin alarm

low oil pressure shutdown

high coolant temperature shutdown

overspeed shutdown

over crank shutdown

emergency stop push button shutdown

basic standard engine\genset controller

Transfer Switch -

100 AMP, 3 pole, utility to genset application

UL 1008 listed

120/240 volt, 3 phase, 60 HZ

Aluminum NEMA 4X cabinet with aluminum fasteners and hinges

Enclosures -

Aluminum weather protective housing to withstand 150 windload with exhaust muffler, with aluminum fasteners and hinges

BASIS OF AWARD

The basis of award will be the low quoter (grand total) meeting specifications.

OPTION A – FIVE YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

In the space provided on the Proposal Quote Form, please provide the cost (per generator) of a five-year comprehensive extended warranty package.

Please include with your quote package literature detailing what this warranty includes and what is covered.

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 | or | PHYSICAL ADDRESS |
| Lee County Purchasing | | Lee County Purchasing |
| P.O. Box 398 | | 1825 Hendry St 3 rd 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:
2671 Edison Ave.
Ft. Myers, FL 33916



Quotation

CUMMINS SOUTHEASTERN POWER INC.
 2671 Edison Ave.
 Fort Myers FL 33916 United States
 Direct: (941)337-1211

January 7, 2005

Project Name: Lee Co Various Lift Stations

Quotation: 10053200000012419

Thank you for your inquiry. We are pleased to quote as follows:

USD

| Item | Description | Qty |
|--------|----------------------------------------------------|-----|
| | Diesel Genset: 60hZ-80/72kW 50hZ-65/60kW | |
| 80DGCG | Genset-Diesel,60Hz,80kW-Standby Rating | 1 |
| A331-2 | Duty Rating-Standby Power | 1 |
| L090-2 | Listing-UL 2200 | 1 |
| L097-2 | Emissions-NotCertified,EPA,Tier1,Nonroad Levels CI | 1 |
| F216-2 | Enclosure-Aluminum,Weather Protective,w/Exh System | 1 |
| R106-2 | Voltage-120/240,3 Phase,Delta,4 Wire | 1 |
| B414-2 | Alternator-60 Hz, 12 Lead, Upper Broad Range, 125c | 1 |
| H643-2 | SET CONTROL-PCC 2100 | 1 |
| B184-2 | Exciter/Regulator-Pmg, 3 Phase Sensor | 1 |
| A366-2 | Engine Governor-Electronic, Isochronous Only | 1 |
| H536-2 | Display Language-English | 1 |
| KM65-2 | Circuit Breaker Mtg-Single Brkr,Left of Control | 1 |
| KM34-2 | Circuit Breaker-100A,3P,600/690V,TM,80%UL/IEC | 1 |
| F207-2 | Wind Rating-150MPH,Aluminum Housing | 1 |
| C168-2 | Fuel Tank-Dual Wall Subbase, 24 Hour Capacity | 1 |
| C157-2 | Switch-Low Fuel Level, Subbase | 1 |
| C169-2 | Switch-Annunciator, Liquid In Rupture Basin | 1 |
| F179-2 | Skidbase-Housing Ready | 1 |
| E074-2 | Engine Cooling-Radiator, 50c Ambient | 1 |
| H036-2 | Coolant Heater-120 Volt Ac, Single Phase | 1 |
| L028-2 | Genset Warranty-1 Year Base | 1 |
| A322-2 | Packing-Skid, Poly Bag | 1 |
| F065-2 | Rack-Battery | 1 |

| | | |
|---------------------------|-----------------------------------|---|
| H268-2 | Extension-Oil Drain | 1 |
| CP01-2 | Common Parts Listing | 1 |
| SPEC-A | Product Revision - A | 1 |
| ST-UP-OTP 51-100 MILES | TRAVEL TIME / MILAGE | 1 |
| START OPT TRANSFER SWITCH | WIRE INTERFACE CONTROL START STOP | 1 |
| ST-UP-OTP- 1001-2000 | BASIC START UP | 1 |
| ISC-4D-VHD | BATTERY SAE 4D LEAD ACID | 1 |

Transfer Switch-Power Command: 40A/70A/125A

| | | |
|---------|-------------------------------------|---|
| OTPC125 | Transfer Switch-Onan,PwrCmd,125 Amp | 1 |
| A028-7 | Poles-3 | 1 |
| A035-7 | Application-Utility To Genset | 1 |
| A046-7 | Listing-UL 1008/CSA Certification | 1 |
| A044-7 | Frequency-60 Hertz | 1 |
| A042-7 | System-3 Phase,3 Wire Or 4 Wire | 1 |
| R023-7 | Voltage-240 Vac | 1 |
| B025-7 | Cabinet-Type 4X Stainless | 1 |
| C024-7 | Control-Transfer Switch,Level 2 | 1 |
| M018-7 | Display-Digital | 1 |
| K002-7 | Battery Charger-10 Amp, 12 Vdc | 1 |
| G002-7 | Transfer Switch Warranty-1 Yr Basic | 1 |
| CP01-7 | Common Parts Listing | 1 |
| SPEC-A | Product Revision - A | 1 |

Grand Total

\$22,694.00

Quote to specifications to Q-040331 pages 1 to 18 including addendum #1. Quote does not include installation, insulation or fuel. Sale is contingent on acceptance of CSPI terms of sale. Quote is valid for 30 days and does not include sales tax or unloading. F O B factory freight allowed, payment terms net 30 days.

Submitted by

Jeffery Demars , Energy Sales Manager
jeffery.a.demars@cummins.com
Mobile: (239) 229-4417
Fax: (239) 337-7851

**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 #**

**3. MEETING DATE:
June 29, 2004**

4. AGENDA:

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

6. REQUESTOR OF INFORMATION:

CONSENT
ADMINISTRATIVE
APPEALS

STATUTE
 ORDINANCE
 ADMIN. CODE AC-4-1
 OTHER

A. COMMISSIONER _____
B. DEPARTMENT _____
C. DIVISION Facilities Management

PUBLIC
WALK ON

BY: Richard Beck, Director

TIME REQUIRED:

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 |
|-----------------------------|------------------------------------|-------------------------|------------|-------------------------|----------------------|----|------|----|---------------------|
| | | | | | OA | OM | Risk | GC | |
| | | | | | | | | | |

10. COMMISSION ACTION:

_____ **APPROVED**
 _____ **DENIED**
 _____ **DEFERRED**
 _____ **OTHER**