

WALK-ON # 2

DPS

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20060111

1. ACTION REQUESTED/PURPOSE: Approve the award of the Purchase of 5 Generators for Various EMS Stations, to the low quoter meeting all specification requirements, Cummins Power South, LLC, for a grand total amount of \$131,089. (Cost breakdown: \$127,539 – 5 Generators; \$3,550 – Option A/Extended Warranty/\$710 per generator X 5.) 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.

2. WHAT ACTION ACCOMPLISHES: Provides EMS stations with new generators that will provide reliable and dependable auxiliary power during outages.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category:

WOA

5. Meeting Date:

03-28-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code AC-4-1
- Other

8. Request Initiated:

Commissioner \_\_\_\_\_  
 Department \_\_\_\_\_  
 Division Public Safety  
 By: John Wilson, Director

9. Background: Sealed quotations – in accordance with the terms and conditions of Formal Quote No. Q-040331 – were received by the Division of Purchasing on December 20, 2005. The two responses received have been thoroughly reviewed, and a recommendation is being made to award to Cummins Power South, LLC as the low quoter meeting specifications. (It should be noted that due to a clerical error on the part of the vendor, a quote was not received from Florida Detroit Diesel – Allison.)

Funds are available:

ATTACHMENTS:

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

Funds will be made available upon approval of carryovers in Act: KF5260100100.506410.733

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
3/23/06	3/23/06	H/A	H/A	H/A	3/23/06	3/23/06	3/23/06	3/23/06	3-24-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date 3/23/06
Time: 2:30pm
Forwarded To: [Signature]
3/23/06 2:30pm

**MEMORANDUM**  
**FROM THE**  
**DIVISION OF PUBLIC SAFETY**

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**To:** Lee County Board of County Commissioners  
**From:** John D. Wilson, Director *JDW*  
**Subject:** Walk-on for March 28, 2006  
**Date:** March 23, 2006

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I would like to request Blue Sheet #20060111 to be scheduled for the March 28, 2006 Board Meeting. The blue sheet awards the purchase of 5 generators for various EMS Stations for the amount of \$131,089. The vendor has advised Purchasing with a cost increase of 4% if the order is not placed by March 31. Therefore, the request must be acted upon immediately.

Please call me at 335-1649, if you have any questions concerning this request.

JDW:cmm

Attachment





**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-040331

OPEN DATE: DECEMBER 20, 2005

AND TIME: 2:30 P.M.

**\*\*\*MANDATORY\*\*\***

PRE-BID DATE: DECEMBER 8, 2005

AND TIME: 1:00 P.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 –  
GENERATORS FOR VARIOUS EMS 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 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

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

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**December 8, 2005**

**Quotation No.: Q-040331**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
ANNUAL PURCHASE OF GENERATORS -  
GENERATORS FOR VARIOUS EMS STATIONS**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL  
QUOTE FORM (PAGE I3).**

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

As a result of discussion at the December 8, 2005 pre-bid conference for the above referenced project; the following revisions/clarifications are made as follows:

Page 17/Stationary Gensets

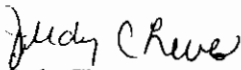
Fuel tank to be sized for **72** hour run time at 100% load

Page 17/Trailer-mounted Gensets

Fuel tank to be sized for **48** hour run time at 100% load

If there are any questions regarding this addendum, please contact Judy Cheves at 239-344-5450.

DIVISION OF PURCHASING

  
Judy Cheves  
Buyer

cc:

Lisa Pierce/Minutes  
Rocco Cranford/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 –  
GENERATORS FOR VARIOUS EMS STATIONS**

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:

\_\_\_\_\_

**GRAND TOTAL COST OF FIVE (5) GENERATORS AS SPECIFIED:**

\$ \_\_\_\_\_

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

OPTION B: ONE (1) TRAILER-MOUNTED GENERATOR FOR STATION #3

COST OF OPTION B: \$ \_\_\_\_\_

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 –  
GENERATORS FOR VARIOUS EMS STATIONS**

SCOPE

The intent of this specification is to provide for the purchase of generators that will be located at various EMS stations.

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 offered to see the site where the generator will be located and to ask questions related to the project.

GENERATOR SPECIFICATIONS

A total of five (5) generators with accessories as specified will be purchased – two (2) stationary and three (3) trailer-mounted; with an option for one (1) additional trailer-mounted unit.

The stationary generators will be located at Stations #11 and #7. The trailer-mounted generators will be for use at Stations #27, #22, and the Medstar Hanger. The additional-trailer mounted unit – which will be priced as an option – would be used at Station #3.

Note: The cables and switches to be used with the trailer-mounted generators will be purchased separately by Lee County at a later date.

The following are the minimum specifications for this generator purchase:

Stationary Gensets -

Two (2) ea 35kW, 60 HZ, stationary generator sets, standby rated

Diesel fueled

50c radiator and cooling system

EPA certified tier 1 engine

UL 2200 listed

Aluminum weather protective housing with aluminum fasteners and hinges, soundproof to 70 dba at 23 feet, rated to withstand 150 MPH wind load with exhaust muffler

Double wall sub base fuel tank sized for 24 hour run time at 100 % load,

UL 142 listed; with 2" lockable fill cap, tank vent, and mechanical level gauge

Single phase – 120/240, 12 lead alternator, full single phase output, 105 c temperature rise minimum,

Exciter/regulator-pmg

Electronic isochronous governor

Unit or ATS mounted 10-amp minimum battery charger

Unit mounted 120 VAC engine block heaters

Unit mounted, 150 amp, 2 pole output circuit breaker

Pad type vibration isolator (4 ea)

Digital Display

Standard/basic engine/genset controller with faults:

Low fuel level alarm

Rupture basin alarm

Low oil pressure shutdown

High coolant temperature shutdown

Overspeed shutdown

Over crank shutdown

Emergency stop push button

Low coolant level alarm

Note: Digital display for above listed faults.

Trailer-mounted Gensets -

Three (3) ea mounted DOT trailer light package 35kW, 60 HZ, generators, standby rated

Diesel fueled

50c radiator and cooling system

EPA certified tier 2 engine

UL 2200 listed

Aluminum weather protective housing with aluminum fasteners and hinges, soundproof to 70 dba at 23 feet, rated to withstand 150 MPH wind load with exhaust muffler

Trailer-mounted double wall belly fuel tank with rupture basin alarm sized for 24 hour run time at 100 % load, UL 142 listed; with 2" screw type, lockable/vented/sealable fill cap, fuel tank vent (this vent is to be a minimum of 1' in height above the fill for the tank), and mechanical level gauge (this gauge to be located in an area that is both easily accessible and viewable by County personnel). Fuel tank to be mounted integral to the trailer.

Single phase – 120/240, 12 lead alternator, full single phase output, 105 c temperature rise minimum,  
Exciter/regulator-pmg  
Electronic isochronous governor  
Unit mounted 10-amp minimum battery charger  
Unit mounted 120 VAC engine block heaters  
Unit mounted, 150 amp, 2 pole output circuit breaker. Any common fault will shunt trip breaker.  
Digital Display  
Standard/basic engine/genset controller with faults:  
    Low fuel level alarm  
    Rupture basin alarm  
    Low oil pressure shutdown  
    High coolant temperature shutdown  
    Overspeed shutdown  
    Over crank shutdown  
    Emergency stop push button  
    Low coolant level alarm  
Note: Digital display for above listed faults

Trailer

Tandem axle  
Fenders  
Safety chains  
Mounted spare tire  
Electric brakes  
Electric breakaway kit  
Pintle hook hitch  
Trailer tire size to be a minimum of 235/15  
Cable storage box – box to be made of diamond plate aluminum, have a lockable lid, be tapered, and mounted at the tongue (front of the trailer)  
Trailer base to be made of diamond plate aluminum  
Jack stands/stabilizers for leveling – steel skid plates to be mounted on the bottoms of jack stands/stabilizers  
Note: The above referenced specifications are minimums; the type and weight rating of the axles- as well as the type/size of tires and the overall construction of the trailer – to be appropriate to the total fueled weight of the equipment as specified.  
Note: No Scotchlocks may be used in the construction of the trailers.  
Note: A certified weight slip for each of the trailer-mounted units will be required at the time of delivery  
Note: A trailer plug layout diagram which must be followed in the construction of these trailers is included as an attachment to these specifications.

Enclosure (for each transfer switch as listed) -

NEMA 3R weather-proof cabinet with like-type metal fasteners, bolts and hinges  
Safety/tamperproof key operated lock out switch

Transfer Switch – A total of two (2) transfer switches will be required

Station #11 - One (1) ea, 200 amp, 2 pole Automatic Transfer Switch - utility to genset application

Digital Display

UL 1008 listed

120/240 VAC, single phase, 60 HZ

Station #7 - One (1) ea, 200 amp, 2 pole Automatic Transfer Switch - utility to genset application

Digital Display

UL 1008 listed

120/240 VAC, single phase, 60 HZ

BASIS OF AWARD

The basis of award will be the low quoter meeting specifications.

OPTION A – 5 YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

In the space provided on the Proposal Quote Form, please provide the cost – per generator (including the unit under Option B) - of a 5 year comprehensive extended warranty package.

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

OPTION B: TRAILER-MOUNTED GENERATOR FOR STATION #3

In the space provided on the Proposal Quote Form, please provide the cost of one (1) additional trailer-mounted generator – incorporating the trailer-mounted genset and trailer specifications as detailed above.



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:

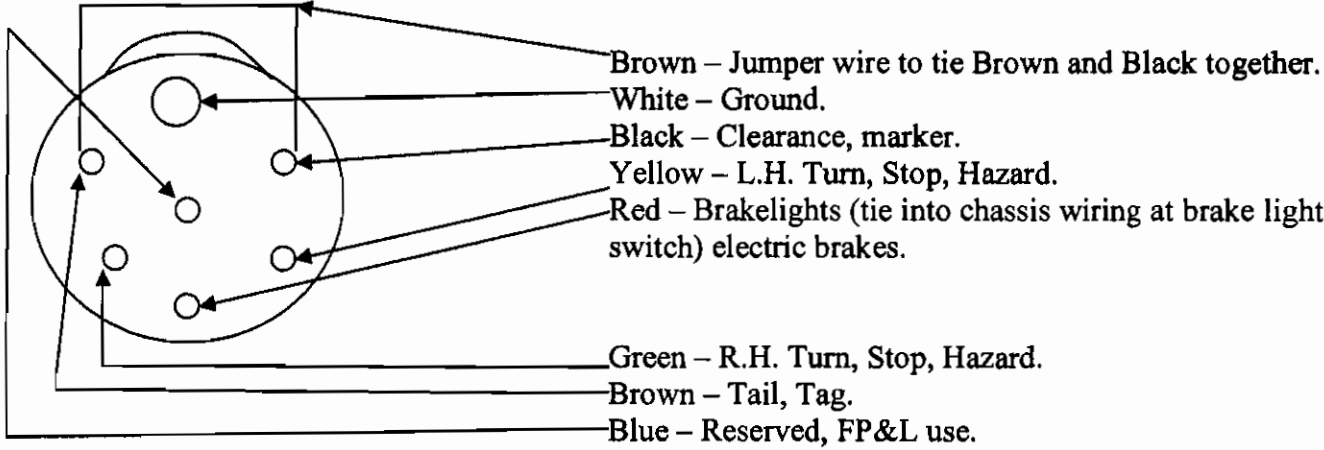
- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or 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	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:

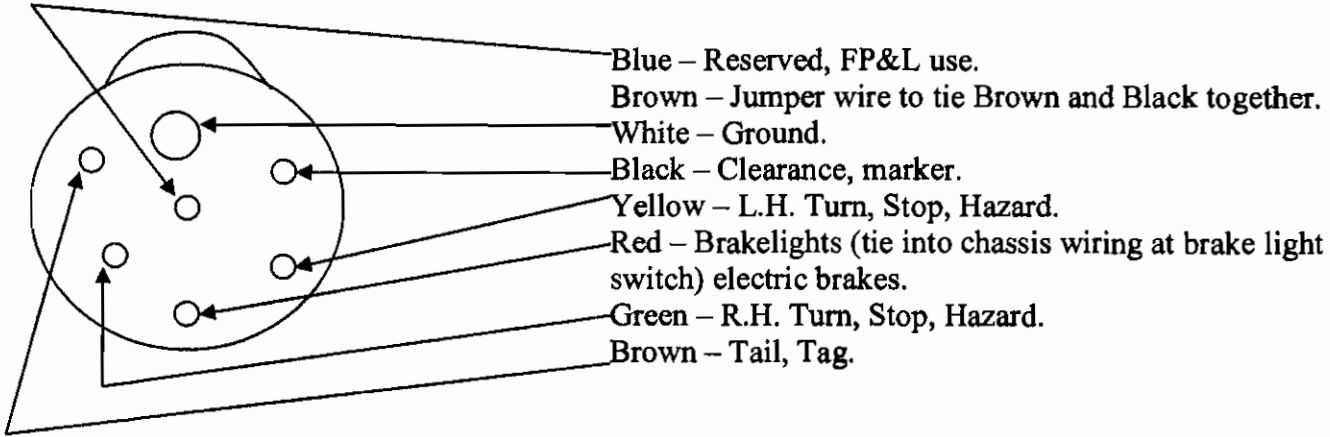
\_\_\_\_\_  
\_\_\_\_\_

**Trailer Plug layout for a seven pole plug with combination turn & stop lights.**



**This is the one we use for all the trailers in Lee County.**

**Trailer Plug layout for a seven pole plug with seperate turn & stop lights.**



**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF GENERATORS –  
GENERATORS FOR VARIOUS EMS STATIONS**

DATE SUBMITTED: December 20, 2005

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 *Jed*

**GRAND TOTAL COST OF FIVE (5) GENERATORS AS SPECIFIED:**

\$ 127,539.00

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: \$ 710.00 PER GENERATOR

OPTION B: ONE (1) TRAILER-MOUNTED GENERATOR FOR STATION #3

COST OF OPTION B: \$ 26,044.00

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

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

TO BE DELIVERED WITHIN 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): Jeffery A. Demars

BY (Signature): 

TITLE: Sales Manager

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

ADDRESS: 2671 Edison Avenue  
Fort 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

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GENERATORS –  
GENERATORS FOR VARIOUS EMS STATIONS**

SCOPE

The intent of this specification is to provide for the purchase of generators that will be located at various EMS stations.

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 offered to see the site where the generator will be located and to ask questions related to the project.

GENERATOR SPECIFICATIONS

A total of five (5) generators with accessories as specified will be purchased – two (2) stationary and three (3) trailer-mounted; with an option for one (1) additional trailer-mounted unit.

The stationary generators will be located at Stations #11 and #7. The trailer-mounted generators will be for use at Stations #27, #22, and the Medstar Hanger. The additional-trailer mounted unit – which will be priced as an option – would be used at Station #3.

Note: The cables and switches to be used with the trailer-mounted generators will be purchased separately by Lee County at a later date.

The following are the minimum specifications for this generator purchase:

Stationary Gensets -

Two (2) ea 35kW, 60 HZ, stationary generator sets, standby rated

Diesel fueled

50c radiator and cooling system

EPA certified tier 1 engine

UL 2200 listed

Aluminum weather protective housing with aluminum fasteners and hinges, soundproof to 70 dba at 23 feet, rated to withstand 150 MPH wind load with exhaust muffler

Double wall sub base fuel tank sized for 24 hour run time at 100 % load,

UL 142 listed; with 2" lockable fill cap, tank vent, and mechanical level gauge

Single phase – 120/240, 12 lead alternator, full single phase output, 105 c temperature rise minimum,

Exciter/regulator-pmg

Electronic isochronous governor

Unit or ATS mounted 10-amp minimum battery charger

Unit mounted 120 VAC engine block heaters

Unit mounted, 150 amp, 2 pole output circuit breaker

Pad type vibration isolator (4 ea)

Digital Display

Standard/basic engine/genset controller with faults:

Low fuel level alarm

Rupture basin alarm

Low oil pressure shutdown

High coolant temperature shutdown

Overspeed shutdown

Over crank shutdown

Emergency stop push button

Low coolant level alarm

Note: Digital display for above listed faults.

Trailer-mounted Gensets -

Three (3) ea mounted DOT trailer light package 35kW, 60 HZ, generators, standby rated

Diesel fueled

50c radiator and cooling system

EPA certified tier 2 engine

UL 2200 listed

Aluminum weather protective housing with aluminum fasteners and hinges, soundproof to 70 dba at 23 feet, rated to withstand 150 MPH wind load with exhaust muffler

Trailer-mounted double wall belly fuel tank with rupture basin alarm sized for 24 hour run time at 100 % load, UL 142 listed; with 2" screw type, lockable/vented/sealable fill cap, fuel tank vent (this vent is to be a minimum of 1' in height above the fill for the tank), and mechanical level gauge (this gauge to be located in an area that is both easily accessible and viewable by County personnel). Fuel tank to be mounted integral to the trailer.

Single phase – 120/240, 12 lead alternator, full single phase output, 105 c temperature rise minimum,  
Exciter/regulator-pmg  
Electronic isochronous governor  
Unit mounted 10-amp minimum battery charger  
Unit mounted 120 VAC engine block heaters  
Unit mounted, 150 amp, 2 pole output circuit breaker. Any common fault will shunt trip breaker.  
Digital Display  
Standard/basic engine/genset controller with faults:  
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    High coolant temperature shutdown  
    Overspeed shutdown  
    Over crank shutdown  
    Emergency stop push button  
    Low coolant level alarm  
Note: Digital display for above listed faults

#### Trailer

Tandem axle  
Fenders  
Safety chains  
Mounted spare tire  
Electric brakes  
Electric breakaway kit  
Pintle hook hitch  
Trailer tire size to be a minimum of 235/15  
Cable storage box – box to be made of diamond plate aluminum, have a lockable lid, be tapered, and mounted at the tongue (front of the trailer)  
Trailer base to be made of diamond plate aluminum  
Jack stands/stabilizers for leveling – steel skid plates to be mounted on the bottoms of jack stands/stabilizers  
Note: The above referenced specifications are minimums; the type and weight rating of the axles- as well as the type/size of tires and the overall construction of the trailer – to be appropriate to the total fueled weight of the equipment as specified.  
Note: No Scotchlocks may be used in the construction of the trailers.  
Note: A certified weight slip for each of the trailer-mounted units will be required at the time of delivery  
Note: A trailer plug layout diagram which must be followed in the construction of these trailers is included as an attachment to these specifications.



Enclosure (for each transfer switch as listed) -

NEMA 3R weather-proof cabinet with like-type metal fasteners, bolts and hinges  
Safety/tamperproof key operated lock out switch

Transfer Switch – A total of two (2) transfer switches will be required

Station #11 - One (1) ea, 200 amp, 2 pole Automatic Transfer Switch - utility to genset application

Digital Display

UL 1008 listed

120/240 VAC, single phase, 60 HZ

Station #7 - One (1) ea, 200 amp, 2 pole Automatic Transfer Switch - utility to genset application

Digital Display

UL 1008 listed

120/240 VAC, single phase, 60 HZ

BASIS OF AWARD

The basis of award will be the low quoter meeting specifications.

OPTION A – 5 YEAR COMPREHENSIVE EXTENDED WARRANTY PACKAGE

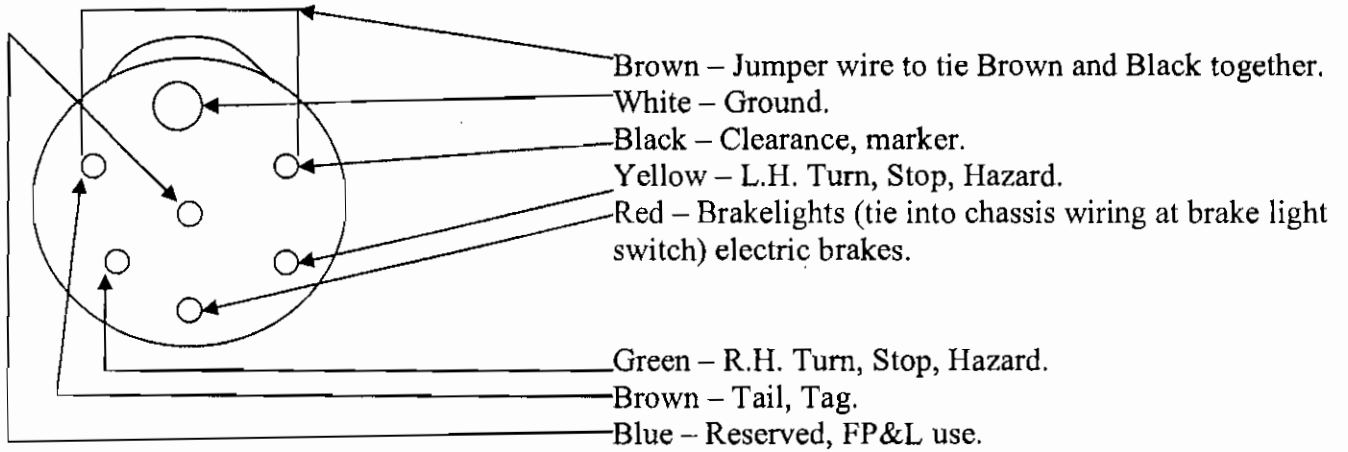
In the space provided on the Proposal Quote Form, please provide the cost – per generator (including the unit under Option B) - of a 5 year comprehensive extended warranty package.

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

OPTION B: TRAILER-MOUNTED GENERATOR FOR STATION #3

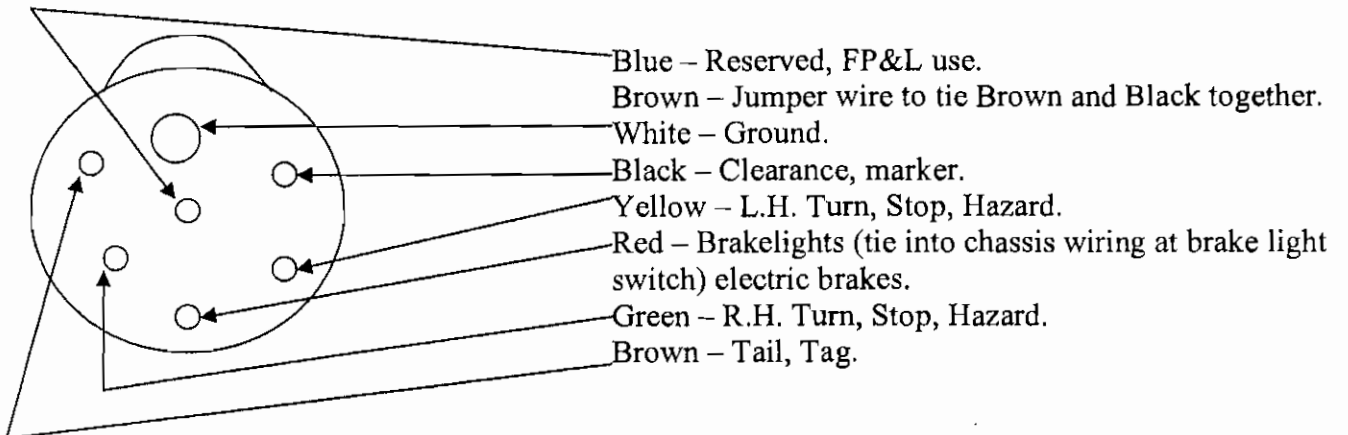
In the space provided on the Proposal Quote Form, please provide the cost of one (1) additional trailer-mounted generator – incorporating the trailer-mounted genset and trailer specifications as detailed above.

**Trailer Plug layout for a seven pole plug with combination turn & stop lights.**



**This is the one we use for all the trailers in Lee County.**

**Trailer Plug layout for a seven pole plug with seperate turn & stop lights.**





**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Bob James  
District One

C Douglas R. St. Conny  
District Two

Ray J. Smith  
District Three

Jeremy Hall  
District Four

John E. Albion  
District Five

Donald O. Stewart  
County Manager

David M. Owen  
County Attorney

Diana L. Parker  
County Executive  
Director

December 8, 2005

Quotation No.: Q-040331

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
ANNUAL PURCHASE OF GENERATORS -  
GENERATORS FOR VARIOUS EMS STATIONS**

**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:

As a result of discussion at the December 8, 2005 pre-bid conference for the above referenced project; the following revisions/clarifications are made as follows:

Page 17/Stationary Gensets

Fuel tank to be sized for 72 hour run time at 100% load

Page 17/Trailer-mounted Gensets

Fuel tank to be sized for 48 hour run time at 100% load

If there are any questions regarding this addendum, please contact Judy Cheves at 239-344-5450.

DIVISION OF PURCHASING

*Judy Cheves*

Judy Cheves

Buyer

cc:

Lisa Pierce/Minutes

Rocco Cranford/Public Safety

Post-it® Fax Note	7671	Date	12/9	# of pages	1
To	Judy DeWitt	From	ES		
Co./Dept	Commuter	Co.	L.C. Public		
Phone #		Phone #			
Fax #		Fax #			



Quotation

CUMMINS SOUTHEASTERN POWER INC.  
2671 Edison Ave.

Fort Myers FL 33916 United States  
Direct: (941)337-1211

December 15, 2005

Project Name: Lee Co. Generators for Various EMS Stations

Quotation: 100532000000109274

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

		USD
Item	Description	Qty
<b>Transfer Switch-Power Command: 150A/225A/260A</b>		
OTPC225	Transfer Switch-Onan,PwrCmd,225 Amp	2
A028-7	Poles-3	2
A035-7	Application-Utility To Genset	2
A046-7	Listing-UL 1008/CSA Certification	2
A044-7	Frequency-60 Hertz	2
A041-7	System-Single Phase, 2 Wire Or 3 Wire	2
R023-7	Voltage-240 Vac	2
B002-7	Cabinet-Type 3r	2
C023-7	Control-Transfer Switch,Level 1	2
M017-7	Switch,Key,Front Panel Security	2
M018-7	Display-Digital	2
G002-7	Transfer Switch Warranty-1 Yr Basic	2
CP01-7	Common Parts Listing	2
SPEC-A	Product Revision - A	2
210 Gallon	base fuel tank (UL142) 72 hr full load, gen mounted	2
Tandem	Axle trailer w/cable box,DOT lighting,160 gal tank	3
ISC-ACE-481-B	ISOLATOR PAD TYPE	8
 <b>Diesel Genset: 60hZ-35/32kW 50hZ-28/25kW</b>		
35DGBB	Genset-Diesel,60Hz,35kW-Standby Rating	5
A331-2	Duty Rating-Standby Power	5
L090-2	Listing-UL 2200	5

L098-2	Emissions-Cert,EPA,Tier 2,NR Compression Ignition	5
F217-2	Enclosure-Aluminum,Sound Att,Level 2, w/Exh System	5
R104-2	Voltage-120/240,1 Phase,3 Wire	5
B268-2	Alternator-60Hz,12 Ld,Broad Rng,Full 1Ph Outp,105C	5
H643-2	SET CONTROL-PCC 2100	5
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	5
A366-2	Engine Governor-Electronic, Isochronous Only	5
H536-2	Display Language-English	5
KM65-2	Circuit Breaker Mtg-Single Brkr,Left of Control	5
KB19-2	Circuit Breaker-150A,2pole,240V,Thermo-Magnetic,UI	5
F179-2	Skidbase-Housing Ready	5
E074-2	Engine Cooling-Radiator, 50C Ambient	5
H389-2	Shutdown-Low Coolant Level	5
H036-2	Coolant Heater-120 Volt Ac, Single Phase	5
L028-2	Genset Warranty-1 Year Base	5
A322-2	Packing-Skid, Poly Bag	5
F065-2	Rack-Battery	5
F170-2	Sound Barrier-Skid Bottom	5
H268-2	Extension-Oil Drain	5
CP01-2	Common Parts Listing	5
SPEC-K	Product Revision - K	5
START OPT		
TRANSFER SWITCH	WIRE INTERFACE CONTROL START STOP	5
ST-UP-OTP- 1001-2000	BASIC START UP	5
START OTP		
BATTERY CHARGER	WIRE INTERFACE BATTERY CHARGER	5
CHARGER 10 amp 12 or 24 vdc 120vac 60 hz	Battery CHARGER SENS model NRG22-10-RC	5
ST-UP -OTP.26-50 MILES	TRAVEL TIME INCLD. 50 MILES	5
ISC-31P-MHD	BATTERY GRP 31 LEAD ACID 700CCA	5
<b>Grand Total</b>		<b>\$127,539.00</b>

Quote to specifications Q-040331 pages 1 to 20 and addendum #1. Quote does not include 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**

---

**Jeff DeMars , Energy Sales Manager**  
**jeffery.a.demars@cummins.com**

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.
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- 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>	or	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		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:

CSPI  
2671 Edison Ave, Ft Myers, FL 33916



## Onan Worldwide Warranty and Extended Coverage Program Options

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### 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.

## Utility Load Management Applications\*\*

### **2-Year Utility Load Management Comprehensive Extended Coverage L053\***

For Utility Load Management \*\* 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 will include parts, labor, travel expenses, and labor to remove/reinstall said equipment, per manufacturer's standard published limited warranty. There shall be no deductible applied to this warranty.

### **5-Year Utility Load Management Basic Extended Coverage L054\***

For Utility Load Management \*\* 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 4000 hours, whichever occurs first from the date of system start-up. Said coverage will include replacement parts for the entire coverage period, as well as the labor to replace warrantable parts through the second year of coverage, per manufacturer's standard published limited warranty. The owner is responsible for all expenses beyond the base warranty except as described above. There shall be no deductible applied to this warranty.

### **5-Year Utility Load Management Comprehensive Extended Coverage L055\***

For Utility Load Management \*\* 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 4000 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 manufacturer's standard published limited warranty. There shall be no deductible applied to this warranty.

## Prime Power Applications

### **2-Year Prime Power Extended Coverage L040\***

For prime 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 6000 hours, whichever occurs first from the date of system start-up. Said coverage shall include replacement parts and the labor to replace warrantable parts, 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.

## Rental Power Applications

### **3-Year Prime Power, Rental Application Coverage L093**

For prime power rental applications only, the complete electrical 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 three years or 6,000 hours, whichever occurs first from the date of system start-up. Said coverage shall include replacement parts and the labor to replace warrantable parts, 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.

\*These programs are available only in the United States and Canada.

\*\*Utility Load Management extended coverage warranties are available only for equipment operating under a contract through an approved electrical utility load management program. Prime power applications are not eligible for Utility Load Management extended coverage warranties.

Product must be applied and operated in accordance with Power Ratings set out in the Commercial Worldwide Limited Warranty AB2001.

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**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. AC-4-1
- CODE
- OTHER

**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>[Signature]</i> 6-10-04	<i>[Signature]</i> 6-10-04			<i>[Signature]</i> 6/10/04	<i>[Signature]</i> 6/14/04	<i>[Signature]</i> 6-10-04

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 6/10/04  
Time: 2:52pm  
Forwarded To:  
6/10/04

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
6/10/04  
4:32 PM  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
6-10-04  
5 PM