

**SUBMIT
BID TO:** Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID TITLE: Generator Lease Program
PRE-BID CONFERENCE: Non Mandatory
DATE/TIME: Monday, January 4, 2006 @ 9:00 am EST.
Pinellas County Fleet, 2nd Floor Conference Room
9685 Ulmerton Road, Largo FL

BID NO.: 056-0045-B (TS)

www.pinellascounty.org



BID SUBMITTAL IS DUE: JANUARY 31, 2006 @ 3:00PM AND MAY NOT BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME

DEADLINE FOR WRITTEN QUESTIONS: Jan. 16, 2006 by 3:00 P.M.

CONTACT PERSON: Tim Shoby CPPO/CPPB

EMAIL ADDRESS: tshoby@co.pinellas.fl.us

PHONE: 727-464-3311

FAX: 727/464-3925

ISSUE DATE:

December 16, 2005

COMMISSIONERS

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THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

SECTION A

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED

SECTION A - GENERAL CONDITIONS - CONTINUED

TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.

- (b) Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. **SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. **REJECTION OF BID:**

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. **LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. **PUBLIC REVIEW AT BID OPENING:**

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten-day period expires.

8. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.

SECTION A - GENERAL CONDITIONS - CONTINUED

- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

9. BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

11. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

12. COLLUSION:

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

13. CONTRACTOR LICENSE REQUIREMENT:

All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.

14. BID TABULATION INQUIRIES:

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.

15. MATERIAL SAFETY DATA SHEETS REQUIREMENTS:

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.

16. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.

SECTION A - GENERAL CONDITIONS - CONTINUED

17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**
The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
22. **"OR EQUAL" DETERMINATION:**
Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:**
The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- On all bids over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have

SECTION A - GENERAL CONDITIONS - CONTINUED

recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:**

The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Florida Prompt Payment Act.

27. **CANCELLATION:**

- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION A - GENERAL CONDITIONS - CONTINUED

28. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
29. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
30. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder that has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
33. **EXCEPTIONS:**
Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:**
Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

SECTION A - GENERAL CONDITIONS - CONTINUED

35. **LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

36. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

37. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

38. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(Ord. No. 94-51, § 5, 6-7-94)

(b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

SECTION A - GENERAL CONDITIONS - CONTINUED

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

39. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONSGenerator Lease Program
056-0045-B (TS)**1. INTENT:**

The Board of County Commissioners of Pinellas County is seeking a qualified vendor to establish a contract for leasing to the County, Portable and Stationary Generators. Financing can be either provided by the vendor or by the financial institution. The selected vendor shall perform this contract. If a bidder intends to subcontract a portion of this work, (acquisition, warranty, maintenance or financing) then the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County.

2. QUANTITIES:

Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.

3. PRICING/PERIOD OF CONTRACT:

Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of thirty-six (36) months from the date of contract award and any extension thereof.

4. OPTION OF RENEWAL:

The contract may be renewed subject to written notice of agreement from the County and successful bidder, for an additional thirty-six (36) month period beyond the primary contracts period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing. Contract renewals will allow for price adjustments on the equipment only, in an amount not to exceed the average of the Consumers Price Index (CPI) –All Urban Users, Not Seasonally Adjusted, for the twelve months prior to renewal, or ten percent (10%), whichever is less. See Item 7 Terms of Lease for lease rate factor, increase/decrease.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

5. PRE-BID CONFERENCE:

All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid.

6. OBJECTIVE:

Pinellas County Government (heretofore referred to as "Lessee" hereby solicits sealed written bids for financing of a generator lease program. The majority of the equipment will replace existing generators that are currently owned or rented, and the remainder will be new equipment that is being added to the County's inventory. We need a manufacturer for the provision of equipment, warranty and a lease that incorporates all the costs associated with the project. An aggressive replacement program is critical for the county to provide standard equipment that will support the efficient operations throughout the county.

SECTION B - SPECIAL CONDITIONS**7. TERMS OF LEASE:**

Lease terms will be established as a thirty-six (36) month lease. This thirty-six (36) month contract includes the option for a thirty-six (36) month renewal. Bids must include all costs associated with the renewal and Fair Market Value (FMV) Buyout Option of equipment at the end of the lease term, including definitions describing wear and tear. Leasing rates, including lease rate factor, shall be held firm for duration of thirty- six-month lease. The lease rate factor may be adjusted (increase or decrease) annually on new leases based on the current Treasury Bill rate, not to exceed 550 basis points over the current rate provided.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

GENERATOR LEASE PROGRAM
056-0045-B (TS)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. _____
Company

Address

Telephone/Fax

Contact

2. _____
Company

Address

Telephone/Fax

Contact

3. _____
Company

Address

Telephone/Fax

Contact

4. _____
Company

Address

Telephone/Fax

Contact

SECTION E - SPECIFICATIONS

Generator Lease Program
056-0045-B (TS)**SCOPE:**

It is the intent of Pinellas County to secure qualified vendor (s) to establish a three-year lease program (with a three-year option of renewal) for both stationary and portable style generators. Pinellas County Government currently owns, operates and maintains a diverse fleet of approximately 16 portable and 114 stationary generators. These generator units range in size from 10kw to 2000kw. The scope of this project is to standardize the application of all generators while maintaining cost efficiency and service reliability. All equipment shall be new, which includes the generator, controls and transfer switch. All standby generator sets are to be a matched unit so that there is one-source responsible for warranty, parts, and service with factory-trained service personnel. Pinellas County is seeking qualified bids for the generator sizes listed below:

Portable Generators; (standby rating - defined as applicable for supplying continuous electrical standby power [at variable load] for the duration of a utility power interruption.)

10kw	80kw	150kw	250kw	350kw
30kw	100kw	200kw	300kw	400kw
50kw	125kw	225kw	325kw	

Stationary Generators; (standby rating - defined as applicable for supplying continuous electrical standby power [at variable load] for the duration of a utility power interruption.)

30kw	125kw	250kw	500kw	900kw
50kw	150kw	300kw	600kw	1000kw
80kw	175kw	350kw	750kw	1500kw
100kw	200kw	400kw	800kw	2000kw

Estimated Usage Amounts

Quantities identified below are based on current inventories and projections, should be used for estimation purposes only.

Stationary		Stationary		Portable	
Type	Qty	Type	Qty	Type	Qty
30 kw	4	600 kw	1	10kw	2
50 kw	4	750 kw	4	30kw	2
80 kw	12	800 kw	1	50kw	2
100 kw	12	900 kw	5	80kw	1
125 kw	10	1000 kw	3	100kw	2
150 kw	10	1500 kw	2	125kw	4
175 kw	2	2000 kw	6	150kw	2
200 kw	8			200kw	1
250 kw	4			225kw	1
300 kw	5			250kw	1
350 kw	1			300kw	2
400 kw	5			350kw	1
500 kw	3			400kw	2

SECTION E - SPECIFICATIONS**SPECIFICATIONS:****PORTABLE UNITS****ENGINE**

- Diesel fueled internal combustion required
- Electronic governor (fully adjustable)
- Electrical/Cracking system, 12 VDC, (24 VDC where applicable)
- Spin on type filters
- Battery(ies), rack and cables
- Unit shall be equipped with a minimum of 35 amps internally regulated alternator
- Unit shall be equipped with a minimum of 120 volt external battery charger capable of maintaining 10 amps self regulated trickle charge.
- Unit shall be equipped with block heater capable of maintaining a “non-run” coolant temperature of 120 degrees Fahrenheit.

COOLING SYSTEM

- Radiator and cooling fan shall be equipped with protective guards
- Shall be sized and equipped to operate at rated max load conditions, at ambient temperatures up to and including 122° F (40° C)

CIRCUIT BREAKER

- Must be UL/CSA listed, sized for the unit application
- Shall consist of 3-pole with solid neutral
- Must be NEMA 1 steel enclosure, vibration isolated
- Units with 100+ amp breakers shall be shunt trip

CONTROL SYSTEM

All generators units shall be equipped with;

- Over-speed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- High and low battery voltage warning

GENERATOR

- Insulation system, class H
- Drip proof generator air intake (NEMA 2, IP23)
- Electrical design to meet BS5000 Part 99, IEC60034-1, EN61000-6, NEMA MG-1.33 standards

FUEL SYSTEM

- Fuel supply tank shall be UL listed , skid-mounted fuel tank base with fuel alarm (low level/leak detected) double wall sub based with a capacity to operate generator at full load for a 24 hr period or a maximum of 545 gallons depending on application.
- Fuel tanks shall be equipped with electronic fuel gauge

EQUIPMENT FINISH

- All hardware shall be electroplated
- All painted surfaces shall have Anticorrosive protection
- All painted surfaces shall have high gloss polyurethane (or equal) paint

SECTION E - SPECIFICATIONS**TRAILER STANDARDS**

- Trailer tongue shall be equipped with 3" x1 5/8" pintle style towing mechanism, 5000 lb tongue jack/sand shoe
- Trailer plug shall be Pollak 11-604P or equal with insulated four (4) foot lead
- Safety chains shall be 3/8" grade 80 clevis slip hook and safety latch
- Trailer axle rating shall be sized to meet DOT standards for must be equipped with DOT approved electric brakes and breakaway system.
- Trailer shall include weather tight registration holder.

WEATHER PROTECTIVE ENCLOSURE:

- Weatherproof/sound attenuated enclosure. Rigid one piece top cover of sheet metal construction to include drip-edge for water run-off, epoxy based primer painted to color specification as needed per location.(Aluminum and fiberglass options shall be available)
- Air flow intake and exhaust ports to be louvered and screened against rodent infiltration.
- Heavy duty, keyed alike applicable to all units, lockable handles on all doors to allow inspection and maintenance. All hardware shall be stainless steel.
- A critical silencer is mounted inside the enclosure.
- Stainless steel flex hose between engine and silencer muffler.
- Oil and coolant drain plumbed thru-outside wall with positive shut-offs located inside the enclosure.
- Large access cover for radiator fill.
- Bulb-type rubber seals on all door openings.

AUTOMATIC VOLTAGE REGULATOR

- Voltage shall be within $\pm 0.5\%$ 3 Phase and $\pm 1.0\%$ Single Phase at steady state from no load to full load
- Fast recovery from transient load changes required

QUALITY STANDARDS

- Each unit shall meet the following industry standards; BS4999, BS5000, BS5514, IEC60034, EN61000-6, NEMA MG-1.33, NFPA 110.

TRAINING/MANUALS

- 4 sets of operation and maintenance manuals shall be provided, wiring diagrams included.
- Internet/on-line Maintenance & Operations manuals may be substituted for printed manuals where available.
- The selected vendor must provide operational training to Pinellas County employees on the safe operation and maintenance requirements of the generator as per manufacturer recommendations.

WARRANTY

- All equipment shall carry a three year on site parts and labor warranty. Warranty service shall be diagnosed within four (4) hours and repaired within 24 hours. If unit cannot be repaired within 24 hours, a loaner replacement unit must be provided at no additional cost to the County until repair is completed.

SECTION E - SPECIFICATIONS**STATIONARY UNITS****ENGINE**

- Diesel fueled internal combustion engine
- Governing, electronic (fully adjustable)
- Electrical system, 12 VDC,(24 VDC where applicable)
- Cartridge type filters
- Battery(ies), rack and cables
- Unit shall be equipped with a minimum of 65 amps internally regulated alternator
- Unit shall be equipped with a minimum of 120 volt external battery charger capable of maintaining 10 amps self regulated trickle charge.
- Unit shall be equipped with block heater capable of maintaining a “non-run” coolant temperature of 120 degrees Fahrenheit.

COOLING SYSTEM

- Radiator and cooling fan shall be equipped with protective guards
- Shall be sized and equipped to operate at rated max load conditions, at ambient temperatures up to and including 122° F (40° C)

GENERATOR

- Insulation system, class H
- Drip proof generator air intake (NEMA 2, IP23)
- Electrical design to meet BS5000 Part 99, IEC60034-1, EN61000-6, NEMA MG-1.33 standards

FUEL SYSTEM

- Fuel supply tank shall be double wall sub-based fuel tank capable of operating generator under full load for 72 hours or a maximum capacity of 545 gallons.
- Tank shall be equipped with low level/leak detection fuel alarm & high level fuel alarm.
- Fuel tanks shall be equipped with electronic fuel gauge

MOUNTING ARRANGEMENT

- Heavy-duty fabricated steel base with lifting points
- Anti-vibration pads to ensure vibration isolation
- Must maintain OSHA Compliance
- Stub-up pipe ready for connection to silencer pipework
- Flexible fuel lines to base with NPT connections
- Must be UL/CSA listed
- Shall consist of 3-pole with solid neutral

CONTROL SYSTEM

- The control system shall provide governing, voltage regulation, engine protection, and operator interface functions.
- Command controls shall provide a full range of alternator protection functions that are matched to the alternator provided.
- Controls provided shall include battery monitoring and testing features, and Smart-Starting (or equal) control system.
- PC-based service tools shall be available for diagnostic purposes.
- NEMA 3R enclosure.

PROTOTYPE TESTED; UL, CSA, AND CE

- DC and AC wiring harnesses
- Vibration isolated NEMA 1 enclosure with lockable hinged door

Battery charging system – 10 amps minimum

SECTION E - SPECIFICATIONS

AUTOMATIC VOLTAGE REGULATOR

- Voltage within $\pm 0.5\%$ at steady state from no load to full load

- Provides fast recovery from transient load changes

CONTROL PANEL

Single location connector point

Electrical stub-up area directly below control panel

The control panel shall perform the following functions

AC Protection

- Overcurrent and short circuit shutdown
- Overcurrent warning
- Single & 3-phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse Var

Operator Interface

- OFF/MANUAL/AUTO mode switch
- MANUAL RUN/STOP switch
- Panel lamp test switch
- Emergency Stop switch
- Alpha-numeric display with pushbutton access, for viewing shutdown engine and alternator data and providing setup controls, and adjustments
- LED lamps indicating genset running, not in auto, common warning, common shutdown

Engine Protection

- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- High and low battery voltage warning
- Weak battery warning
- Dead battery shutdown
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Redundant start disconnect
- Cranking lockout
- Sensor failure indication

Engine Data

- DC voltage
- Lube oil pressure
- Coolant temperature

TRANSFER SWITCH

- A transfer switch with microprocessor logic will be included, which offers a standard feature package, for basic standby applications on 30 - 1000 ampere systems up to 600 volts, 2, 3 or 4 pole. The NFPA-110, Type 110, Type 10 (ten-second) transfer requirement must be met.
- All transfer switches shall be matched to the requested generator
- Transfer switch may be remote mounted or attached to generator as per request.
- Transfer switch shall be automated and shall meet the following specifications

Enclosures

The transfer switch and control shall be mounted in a single-door enclosure.

Keyed locking cabinet, UL tested and Type Rated

Wire bend space complies with 1999 NEC.

Time Delay Start: 0 -15 sec (adjustable)

Transfer Time Delay: 2 - 120 sec (adjustable)

Retransfer Time Delay: 6 sec to 30 min (adjustable)

Stop Delay: 2 sec to 10 min (adjustable)

SECTION E - SPECIFICATIONS

Under voltage Sensing:

Three Phase Differential Sensing on Normal, Single Phase on Emergency

- Pickup: 85 - 100% of Nominal (adjustable)

- Dropout: 75 - 98% of Pickup (adjustable)

LED status indicators for Source Available and Switch Position on Normal and Emergency

Remote Test Terminals

Momentary Test Switch

Retransfer Bypass Switch 7-day Exerciser Clock with or without Load

Auto/Manual

UL 1008 Listed

Multi-Tap Voltage Selector

Manual Transfer Under Load

Engine Start Contacts

NEMA 4X Enclosure

- Time-Delay Functions
- Reliable digital electronic control system with surge voltage isolation, under-voltage monitoring on each power source, four standard normal/emergency source time delays, and diagnostic LEDs.
- Mechanical and electrical contactor interlocking to prevent source-to-source connection through power or control
- Programmed Transition - switches which prevent fuse blowing and circuit breaker tripping when transferring inductive loads such as large motors and transformers. Extends transfer time of the transfer switch mechanism to allow load induced voltages to decay prior to connection to the oncoming source.

WEATHER PROTECTIVE ENCLOSURE:

- Weatherproof/sound attenuated enclosure. Rigid one piece top cover of sheet metal construction to include drip-edge for water run-off, epoxy based primer painted to color specification as needed per location.(Aluminum and fiberglass options shall be available)
- Air flow intake and exhaust ports to be louvered and screened against rodent infiltration.
- Heavy duty, keyed alike, lockable handles on all doors to allow inspection and maintenance. All hardware shall be stainless steel.
- A critical silencer is mounted inside the enclosure.
- Stainless steel flex hose between engine and silencer muffler.
- Oil and coolant drain plumbed thru-outside wall with positive shut-offs located inside the enclosure.
- Large access cover for radiator fill.
- Bulb-type rubber seals on all door openings.

EQUIPMENT FINISH

- All hardware shall be electroplated
- All painted surfaces shall have Anticorrosive protection
- All painted surfaces shall have high gloss polyurethane (or equal) paint.

QUALITY STANDARDS

- Each unit shall meet the following industry standards; BS4999, BS5000, BS5514, IEC60034, EN61000-6, NEMA MG-1.33, NFPA 110.

SECTION E - SPECIFICATIONS**TRAINING/MANUALS**

- 4 sets of operation and maintenance manuals shall be provided, wiring diagrams included.
- Internet/on-line Maintenance & Operations manuals may be substituted for printed manuals where available.
- The selected vendor must provide operational training to Pinellas County employees on the safe operation and maintenance requirements of the generator as per manufacturer recommendations.

WARRANTY

- All equipment shall carry a three year on site parts and labor warranty. Warranty service shall be diagnosed within four (4) hours and repaired within 24 hours. If unit cannot be repaired within 24 hours, a loaner replacement unit must be provided at no additional cost to the County until repair is completed.

SECTION F - BID SUMMARY PAGE

Bidder shall provide specifications on each line item with their bid submittal. Bidder must provide pricing on all items listed below (portable & stationary) in order to considered for award of this bid.

PORTABLE GENERATORS

Standby Rating	Part No.	Manufacturer	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
10kw	_____	_____	2	\$ _____	\$ _____	\$ _____
30kw	_____	_____	2	\$ _____	\$ _____	\$ _____
50kw	_____	_____	2	\$ _____	\$ _____	\$ _____
80kw	_____	_____	1	\$ _____	\$ _____	\$ _____
100kw	_____	_____	2	\$ _____	\$ _____	\$ _____
125kw	_____	_____	4	\$ _____	\$ _____	\$ _____
150kw	_____	_____	2	\$ _____	\$ _____	\$ _____
200kw	_____	_____	1	\$ _____	\$ _____	\$ _____
225kw	_____	_____	1	\$ _____	\$ _____	\$ _____
250kw	_____	_____	1	\$ _____	\$ _____	\$ _____
300kw	_____	_____	2	\$ _____	\$ _____	\$ _____
325kw	_____	_____	1	\$ _____	\$ _____	\$ _____
350kw	_____	_____	1	\$ _____	\$ _____	\$ _____
400kw	_____	_____	2	\$ _____	\$ _____	\$ _____
TOTAL					\$ _____	

SECTION F - BID SUMMARY PAGE

STATIONARY GENERATORS

Standby Rating	Part No.	Manufacturer	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
30kw	_____	_____	4	\$_____	\$_____	\$_____
50kw	_____	_____	4	\$_____	\$_____	\$_____
80kw	_____	_____	12	\$_____	\$_____	\$_____
100kw	_____	_____	12	\$_____	\$_____	\$_____
125kw	_____	_____	10	\$_____	\$_____	\$_____
150kw	_____	_____	10	\$_____	\$_____	\$_____
175kw	_____	_____	2	\$_____	\$_____	\$_____
200kw	_____	_____	8	\$_____	\$_____	\$_____
250kw	_____	_____	4	\$_____	\$_____	\$_____
300kw	_____	_____	5	\$_____	\$_____	\$_____
350kw	_____	_____	1	\$_____	\$_____	\$_____
400kw	_____	_____	5	\$_____	\$_____	\$_____
500kw	_____	_____	3	\$_____	\$_____	\$_____
600kw	_____	_____	1	\$_____	\$_____	\$_____
750kw	_____	_____	4	\$_____	\$_____	\$_____
800kw	_____	_____	1	\$_____	\$_____	\$_____
900kw	_____	_____	5	\$_____	\$_____	\$_____
1000kw	_____	_____	3	\$_____	\$_____	\$_____
1500kw	_____	_____	2	\$_____	\$_____	\$_____
2000kw	_____	_____	6	\$_____	\$_____	\$_____
					TOTAL	\$_____

SECTION F - BID SUMMARY PAGE

PORTABLE GENERATOR TOTAL \$ _____
STATIONARY GENERATOR TOTAL \$ _____

GRAND TOTAL \$ _____

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

***REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: _____

E-MAIL ADDRESS: _____
(ACCOUNT REPRESENTATIVE)

COMPANY EMAIL ADDRESS: _____
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756-5113

We, the undersigned have declined to submit a bid for No. 056-0045-B for Generator Lease Program.

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

MANDATORY
 NON-MANDATORY

BID
 RFP

PRE-BID CONFERENCE
SIGN-IN SHEET

TITLE: Generator Lease program

BID/RFP NUMBER: 056-0045-B (TS)

DATE: January 4, 2006

Please provide "ALL" information and print clearly

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
1) Pinellas County Purchasing 400 S Ft Harrison Avenue Annex Bldg - 6 th Floor Clearwater, FL 33756	Name: <i>TIM SHOBY</i> <i>Tim Shoby</i> Phone #: 727-464-4271 Fax #: 727-464-3925 Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX NUMBER & EMAIL ADDRESS
2) <i>Pinellas County</i> <i>400 S Ft Harrison Avenue</i> <i>Annex Bldg - 6th Floor</i> <i>Clearwater, FL 33756</i>	Name: <i>JACK STEAON621</i> Phone #: 582-3048 Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
3) <i>STANOBY Systems Inc.</i> <i>700 S. John Rodes Blvd. D-1</i> <i>Melbourne, FL 32904</i>	Name: <i>LARRY DAVIS</i> Phone #: <i>(321) 952-1606</i> Fax #: <i>(321) 952-6969</i> Email Address: <i>LDPH1PH1@aol.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
4) <i>COASTAL SERVICE & SUPPLY, INC.</i> <i>8080 ULMERTON ROAD</i> <i>LARGO, FL 33771</i>	Name: <i>ANDY SPETZ</i> Phone #: <i>727-536-5078</i> Fax #: <i>727-530-5078</i> Email Address: <i>SALESDEPT@COASTALSERVICE.COM</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
5) <i>Pinellas Co Fleet</i>	Name: <i>Scott Mueller</i> Phone #: <i>582-3069</i> Fax #: Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE PHONE, FAX & EMAIL ADDRESS
6)	Name: Phone #: Fax #: Email Address:

**BOARD OF COUNTY
COMMISSIONERS**

John Morroni - Chairman
Kenneth T. Welch - Vice Chairman
Ronnie Duncan
Calvin D. Harris
Susan Latvala
Karen Williams Seel
Robert B. Stewart



Joseph Lauro, CPPO/CPPB
Director

December 28, 2005

TO: ALL INTERESTED BIDDERS
REQUEST FOR PROPOSAL: GENERATOR LEASE PROGRAM
PROPOSAL NUMBER: 056-0045-B (TS)
BID SUBMITTAL IS DUE: JANUARY 31, 2006 @ 3:00 PM

ADDENDUM NO. 1

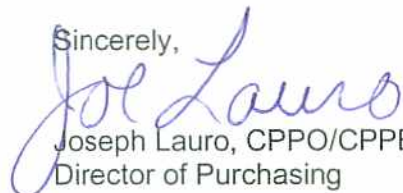
Following is additional information, clarifications, questions and responses relative to referenced (ITB):

Pre-Bid Conference:

The Pre-Bid Conference is scheduled for Wednesday, January 4, 2006 @ 9:00 am. To be held at Pinellas County Fleet, 2nd Floor Conference Room, 9685 Ulmerton Road, Largo Fl. The Bid Document listed the pre-bid conference as Monday, January 4, 2006.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 under Addendum No. 1 and return with completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



TS

**BOARD OF COUNTY
COMMISSIONERS**

KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART



Joseph Lauro, CPPO/CPPB
Director

January 13, 2006

TO: ALL INTERESTED BIDDERS
REQUEST FOR PROPOSAL: GENERATOR LEASE PROGRAM
PROPOSAL NUMBER: 056-0045-B (TS)
BID SUBMITTAL IS DUE: JANUARY 31, 2006 @ 3:00 PM

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced (ITB):

- 1) This bid is for the lease of Stationary and Portable Generators and the Master Transfer Switches, delivery only, FOB Destination, freight included. It does **not** include the installation.
- 2) Transfer Switch and Generators, 400kw and below -280 volts, above 400kw- 480 volts.
- 3) Page 10, Section B # 7, TERMS OF LEASE, include the following "The selected vendor will provide a zero cost buyout option at the end of the three-year lease".
- 4) Page 14, Section E, PORTABLE GENERATORS, replace 10kw with 15kw.
- 5) Page 15, Section E, Specifications, CONTROL SYSTEM, include the following "Voltage Switch (480/277VAC3 Phase/Wye or 208/120VAC/3 Phase/Wye or 240/120VAC/3 Phase Delta".
- 6) Page 15, Section E, Specifications, include the following "RECEPTACLE PANEL: Panel shall include the following receptacles were applicable: one (1) 30amp. 250v NEMA L6-30 with circuit breaker, two (2) 20 amp. 125v NEMA L5-20 with circuit breaker, two (2) 20 amp. DUPLEX G.F.I. with circuit breaker, and one (1) 50 amp. 125/250v twist-lock with circuit breaker".

PLEASE ADDRESS REPLY TO:
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Clearwater, Florida 33756
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7) Page 16, Section E, Specifications, WEATHER PROTECTIVE ENCLOSURE: Weather proof/sound attenuated enclosure, include the following "72dba @ 23 feet"

8) Page 19, Section E, Specifications:
Replace with the following:

- LED status indicators for Source Available and Switch Position on Normal and Emergency
- Remote Test Terminals
- Momentary Test Switch
- Retransfer Bypass Switch
- Programmable 7-day Exerciser Clock with or without Load
- Auto/Manual- Test Feature
- UL 1008 Listed
- Engine Start Contacts
- NEMA 1X Enclosure
- Time-Delay Functions
- Reliable digital electronic control system with surge voltage isolation, under-voltage monitoring on each power source, four standard normal/emergency source time delays, and diagnostic LEDs.
- Mechanical and electrical contactor interlocking to prevent source-to-source connection through power or control
- Open Transition Switch
- In-Phase Monitor

9) Page 19, Section E, Specifications, WEATHER PROTECTIVE ENCLOSURE: Weather proof/sound attenuated enclosure, include the following "72dba @ 23 feet"

10) Page 20, Section E, Specifications, WARRANTY, Replace with the following:

- All equipment shall carry a three year on site parts and labor warranty. Warranty service shall be diagnosed within four (4) hours and repaired within 48 hours. If unit cannot be repaired within 48 hours, a loaner replacement unit must be provided at no additional cost to the County until repair is completed.

11) Questions on Portable Generators

a. Would you prefer a standard color for the bid with other colors as an option as needed?

Pinellas County's Response: Yes, standard color shall be white

b. Electronic governors on smaller units are generally an unnecessary expensive due to their usage. Would you prefer mechanical governors on the portable units?

Pinellas County's Response: No, We would prefer to stay with electronic governors

c. We usually provide a bulkhead connector for the charger and block heater on portable units so you can plug in the power cord to an outside connector on the unit. On larger units you may need two, one for the charger and one for the heater unless you go with a wristlock plug for applications over 20amps.

Pinellas County's Response: We will stay with the standard power cord connectors.

12) Questions on Stationary units

- a. Standard color as above #1?

Pinellas County's Response: White

- b. Pg 17 exhaust connector appears to conflict with the enclosure spec. and looks like it was written for a non-enclosed genset.

Pinellas County's Response: There should not be a conflict. The silencer/muffler is to be mounted inside the enclosure wherever applicable to meet enclosure sound requirements.

13) General Questions

- a. Require that a laptop may be used, but is not necessary to program the controls on the transfer switch, generator, or engine.

Pinellas County's Response: This will be at the vendors' discretion.

- b. Require all necessary patch cords and programs be provided with unit.

Pinellas County's Response: Agree, this should be included.

14) Page 22, Section F, BID SUMMARY PAGE, STATIONARY GENERATORS, 500kw and above will not be considered as part of the required Bid Submittal; however they will be listed as optional equipment. In additional, provide pricing for remote communications modules for the stationary generators. Replace pages 21, 22 and 23 with the following four (4) pages:

SECTION F – REVISED BID SUMMARY PAGE

Bidder shall provide specifications on each line item with their bid submittal. Bidder must provide pricing on all items listed below (portable & stationary) in order to be considered for award of this bid.

PORTABLE GENERATORS

Standby Rating	Part No.	Manufacturer	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
15kw	_____	_____	2	\$ _____	\$ _____	\$ _____
30kw	_____	_____	2	\$ _____	\$ _____	\$ _____
50kw	_____	_____	2	\$ _____	\$ _____	\$ _____
80kw	_____	_____	1	\$ _____	\$ _____	\$ _____
100kw	_____	_____	2	\$ _____	\$ _____	\$ _____
125kw	_____	_____	4	\$ _____	\$ _____	\$ _____
150kw	_____	_____	2	\$ _____	\$ _____	\$ _____
200kw	_____	_____	1	\$ _____	\$ _____	\$ _____
225kw	_____	_____	1	\$ _____	\$ _____	\$ _____
250kw	_____	_____	1	\$ _____	\$ _____	\$ _____
300kw	_____	_____	2	\$ _____	\$ _____	\$ _____
325kw	_____	_____	1	\$ _____	\$ _____	\$ _____
350kw	_____	_____	1	\$ _____	\$ _____	\$ _____
400kw	_____	_____	2	\$ _____	\$ _____	\$ _____
					TOTAL	\$ _____

SECTION F – REVISED BID SUMMARY PAGE

STATIONARY GENERATORS

Standby Rating	Part No.	Manufacturer	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
30kw	_____	_____	4	\$ _____	\$ _____	\$ _____
50kw	_____	_____	4	\$ _____	\$ _____	\$ _____
80kw	_____	_____	12	\$ _____	\$ _____	\$ _____
100kw	_____	_____	12	\$ _____	\$ _____	\$ _____
125kw	_____	_____	10	\$ _____	\$ _____	\$ _____
150kw	_____	_____	10	\$ _____	\$ _____	\$ _____
175kw	_____	_____	2	\$ _____	\$ _____	\$ _____
200kw	_____	_____	4	\$ _____	\$ _____	\$ _____
250kw	_____	_____	4	\$ _____	\$ _____	\$ _____
300kw	_____	_____	5	\$ _____	\$ _____	\$ _____
350kw	_____	_____	1	\$ _____	\$ _____	\$ _____
400kw	_____	_____	5	\$ _____	\$ _____	\$ _____

Remote Communications Module:	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
For All Stationary Units Only	73	\$ _____	\$ _____	\$ _____

PORTABLE GENERATOR TOTAL \$ _____

STATIONARY GENERATOR TOTAL \$ _____

GRAND TOTAL \$ _____

SECTION F – REVISED BID SUMMARY PAGE

OPTIONAL FOR STATIONARY GENERATORS (NOT BEING USED AS BASIS TO DETERMINE AWARD)

Standby Rating	Part No.	Manufacturer	Quantity	Unit Cost Factor	Lease Rate	Monthly Lease Payment
500kw	_____	_____	3	\$ _____	\$ _____	\$ _____
600kw	_____	_____	1	\$ _____	\$ _____	\$ _____
750kw	_____	_____	4	\$ _____	\$ _____	\$ _____
800kw	_____	_____	1	\$ _____	\$ _____	\$ _____
900kw	_____	_____	5	\$ _____	\$ _____	\$ _____
1000kw	_____	_____	3	\$ _____	\$ _____	\$ _____
1500kw	_____	_____	2	\$ _____	\$ _____	\$ _____
2000kw	_____	_____	6	\$ _____	\$ _____	\$ _____

SECTION F - BID SUMMARY PAGE

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

*REMIT TO NAME (AS SHOWN ON INVOICE)

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: _____

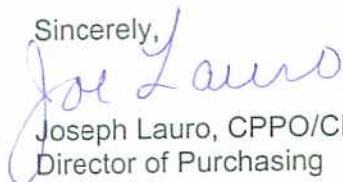
E-MAIL ADDRESS:
(ACCOUNT REPRESENTATIVE)

COMPANY EMAIL ADDRESS:
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in blue ink that reads "Joe Lauro". The signature is written in a cursive style with a large initial "J".

Joseph Lauro, CPPO/CPPB
Director of Purchasing

TS

**BOARD OF COUNTY
COMMISSIONERS**

KENNETH T. WELCH - CHAIRMAN
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Joseph Lauro, CPPO/CPFB
Director

January 23, 2006

TO: ALL INTERESTED BIDDERS
REQUEST FOR PROPOSAL: GENERATOR LEASE PROGRAM
PROPOSAL NUMBER: 056-0045-B (TS)
BID SUBMITTAL IS DUE: JANUARY 31, 2006 @ 3:00 PM

ADDENDUM NO. 3

Following is additional information, clarifications, questions and responses relative to referenced (ITB):

- 1) **Question:** Page 10, Section B # 7, TERMS OF LEASE: Does Pinellas County want a Fair Market Value Buyout option, a Zero Cost Buyout option or both? **Pinellas County's Response:** Delete Fair Market Value (FMV) Buyout Option of equipment at the end of the lease term and replace with a zero cost buyout option at the end of the three-year lease.
- 2) **Question:** Do portable units have an automatic transfer switch, if so; are they to be mounted on the unit or a building? **Pinellas County's Response:** No, Portable units do not require a transfer switch.
- 3) **Question:** Please explain full responsibility of "off loading"? **Pinellas County's Response:** It is the County's responsibility to provide the unloading of the equipment.
- 4) **Question:** Is the County allowing "third party" financing? **Pinellas County's Response:** Yes, the contract is with the selected vendor and the third party financing would be considered a subcontractor, see Section A, General Conditions number 32 "Assignment/Subcontracting/Corporate Acquisitions And/Or Mergers".
- 5) **Question:** Portables, Can we integrate the fuel tank as part of the trailer, instead of using the factory provided tank? **Pinellas County's Response:** Yes, as long as it is integrated a part of the trailer, sub base only.
- 6) **Question:** Some of the units will have an upgraded radiator to meet the 122 degree Fahrenheit ambient? **Pinellas County's Response:** Yes, you will have to provide a bid with an upgraded radiator.

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- 7) **Question:** On the bid summary pages, does the County want unit price only or factor the quantity into the monthly lease payment? **Pinellas County's Response:** the County wants the unit price, however, the portable generator total and the stationary generator total will include the quantities factored into the total price.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 under Addendum No. 3 and return with completed bid package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing