

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

Blue Sheet No. 20051001

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation No. Q-050415 the purchase of One (1) 60' Hydraulic Excavator for DOT - Operations, to the low quoter meeting specifications, G.S. Equipment, Inc., at a price of \$198,355.

2. WHAT ACTION ACCOMPLISHES: Provides DOT – Operations with a new track-type/hydraulic excavator that will be used to clean out canals within Lee County. The new machine will replace an 11-year-old dragline for which the maintenance costs have exceeded 50% of the original purchase price and has meet Fleet's replacement criteria (please see Attachment #6).

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: 9 C9A		5. Meeting Date: 08-09-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code AC-4-1 <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department Transportation Division Operations By: <u>Scott Gilbertson, Director</u>

9. Background: On June 21, 2005, the Division of Purchasing received sealed quotations for the purchase of one (1) 60' hydraulic excavator for DOT - Operations. On that date, eleven responses were received; of which seven were no bids. The quotations have been thoroughly reviewed, and a recommendation is being made to award to G.S. Equipment, Inc. as the low quoter meeting all specification requirements.

Funding is available: JB5191059401.506430

Please See Attachments:

- (1) Tabulation Sheet
- (2) Department's Request to Quote
- (3) Specifications
- (4) G.S. Equipment Quotation
- (5) Department's Recommendation
- (6) Repair History of Equipment Being Replaced

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Adm.	
	<i>7-14-05</i>			<i>7/25/05</i>	<i>7/26/05</i>	<i>7/27/05</i>	<i>7/27/05</i>	<i>7/27/05</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *PL*
7-25-05
4:55
COUNTY ADMIN
FORWARDED TO:

RECEIVED BY
CO. ATTY.
7-25-05
FORWARDED TO:
Adm
7-25-05

FORMAL QUOTATION #Q-050415
 OPENING DATE: JUNE 21, 2005
 BUYER: BOB FRANCESCHINI

**LEE COUNTY, FLORIDA TABULATION SHEET
 FOR
 ONE (1) 60' HYDRAULIC EXCAVATOR**

	NATIONS RENT	FLAGLER CONSTRUCTION EQUIPMENT	G.S. EQUIPMENT	LINDER INDUSTRIAL MACHINERY
ADDENDA ACKNOWLEDGED	YES	YES	YES	YES
GRAND TOTAL DELIVERED PRICE AS SPECIFIED	\$ 189,000.00	\$ 193,075.00	\$ 198,355.00	\$ 215,230.00
DELIVER YOUR OWN VEHICLE AS OPPOSED TO COMMON CARRIER?	LINK-BELT 240LX YES	VOLVO EC240BLR NO	KOBELCO SK250LC YES	KOMATSU PC220LC-7 YES
DELIVERED WITHIN CALENDAR DAYS:	60-90	APPROX. 90	30-60	90-120
LOCAL VENDOR PREFERENCE:	YES	YES	NO	YES
MODIFICATIONS:	YES	NO	NO	NO
QUOTE SIGNED?	YES	YES	YES	YES
MEETS SPECIFICATIONS:	NO*	NO**	YES	NO***
THREE COPIES PROVIDED	YES	YES	YES	YES
NO BIDS				

*VENDOR HAS TAKEN SEVERAL MODIFICATIONS AND DOES NOT MEET/COMPLY W/ THE SPECS IN SEVERAL AREAS
 **MACHINE QUOTED DOES NOT MEET HORSEPOWER REQUIREMENTS.
 ***MACHINE QUOTED DOES NOT MEET HORSEPOWER REQUIREMENTS.

KELLY TRACTOR, NORTRAX
 EVERGLADES FARM EQUIPMENT CO.
 SOUTHEASTERN EQUIP. & MACHINERY
 M.D. MOODY, CREEL TRACTOR
 DITCH WITCH
 POSTING TIME/DATE
 FROM: / /
 UNTIL: / /
 BY:



ATTACHMENT #2
DIVISION OF
FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director
From: Marilyn Rawlings, Fleet Manager
Cc: Danny Brashear, Fleet Operations Manager
Date: April 13, 2005
Re: Quotes for 60' Hydraulic Excavator

Please proceed with the formal quotation procedure for the purchase of a new 60' Hydraulic Excavator as requested by Department Of Transportation/Operations. Attached is a drafted copy of the specs to be sent out. These specs have been reviewed by and approved by both DOT/Operations and Fleet Management.

Fleet Management and DOT/Operations have worked together to come up with a set of specs that will fulfill the needs of the department. All the necessary modifications and changes are written into the new specs. This new machine will replace asset # 019516 which has become too costly to maintain and very difficult to get parts for.

Funds are available for this project in: **JB5191059401.506430.**

If you have any questions about these specifications, please contact Danny Brashear at 461-5607.

Thank you.



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-050415

OPEN DATE: JUNE 14, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: JUNE 3, 2005

AND TIME: 2:00 P.M.

LOCATION: LEE COUNTY PURCHASING
1825 HENDRY ST., 3RD FL
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

ONE (1) 60' HYDRAULIC EXCAVATOR

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

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

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

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

June 8, 2005

Quotation No.: Q-050415

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ONE (1) 60' HYDRAULIC EXCAVATOR**

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

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

*****NOTE:**

**THE OPENING DATE FOR THIS PROJECT HAS BEEN CHANGED TO
TUESDAY, JUNE 21, 2005 AT 2:30 P.M.**

The changes to the above referenced quotation are summarized on the attached sheets.
Please review them carefully and apply them to the specifications as directed.

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

DIVISION OF PURCHASING



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

cc: Danny Brashear
Bobby Faust
Lisa Pierce/Minutes

ADDENDUM #1 FOR QUOTE NO. Q-050415
60' Hydraulic Excavator

Below is a list of changes to the quote. All items listed in **BOLD** need to be added – or reference a comment (such as “leave as written” or “direction to delete”) - and the items that have ~~strikeouts~~ will need to be deleted.

Page 22

- 2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 59,000 lbs. Not to exceed 64,000 lbs. (**LEAVE THIS AS WRITTEN.**)
- 2.2.1 Diesel powered with a minimum net horsepower of 176 ~~Horse Power @ 2,100 rpm.~~

Page 23

- 2.2.9 Engine shall be equipped with an emergency ~~shut down~~ **WARNING** system to include, alarms for high engine heat, low coolant level and low oil pressure.

Page 24

- 2.2.14 Engine shall have a **MINIMUM OF 250-HOUR** ~~500-hour~~ oil change interval.
- 2.3.4 ~~Unit shall be equipped with track length pitch of 7.48". (DELETE)~~

Page 25

- 2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs. (**LEAVE THIS AS WRITTEN.**)
- 2.3.11 Unit shall be equipped with a minimum of **31.5"** ~~32"~~ track shoes.
- 2.3.12 Unit shall not exceed an overall crawler length of ~~15' 3"~~ **16' 2"**.
- 2.3.13 Unit shall not exceed an overall crawler width of ~~11' 1"~~ **11' 6"**.

Page 27

- 2.4.15 ~~Operator's cab shall be equipped with a breaker auxiliary control valve. (DELETE)~~
- 2.4.17 ~~Operator's cab shall be equipped with a cold hydraulic oil warm up system. (DELETE)~~
- 2.5.1 Hydraulic system shall include a **MINIMUM OF 10** micron return filters.

Page 28

- 2.5.3 ~~Hydraulic system shall include main pumps rated at 63 G.P.M. each for attachment use.~~

REPLACE WITH:

THE MAIN HYDRAULIC PUMPS SHALL PROVIDE THE PROPER G.P.M. TO SUPPLY ALL ATTACHMENTS REQUIRED.

- 2.5.7 ~~Hydraulic system shall include a heavy lift system. (DELETE)~~
- 2.5.10 Hydraulic system shall include a ~~disk~~ swing brake which automatically sets when swing is disengaged, releases automatically when swing is engaged.
- 2.5.11 Hydraulic system shall include a **MINIMUM OF 10.0** ~~11.0~~ swing R.P.M.

Page 29

- 2.6.2 Unit shall be equipped with **A FULL FIELD DIAGNOSTIC KIT** ~~all specialized computer diagnostic equipment~~ necessary to service this machine as offered by the manufacturer.

Page 30

- 2.6.7 Unit shall be equipped with a .75 cubic yard bucket equipped with lifting eye and replaceable teeth. **BUCKET WIDTH NOT TO EXCEED 30"; LEE COUNTY WOULD PREFER THE BUCKET TO BE 24".**
- 2.6.10 ~~Unit shall be equipped to have a minimum operating weight of 59,000 lbs. not to exceed 64,000 lbs. (DELETE)~~
- 2.6.12 ~~Unit shall be equipped with a rear mounted warning lights to be activated by the swing system. (DELETE)~~

Page 31

- 2.7.1 Unit shall be manufacturer's standard yellow ~~with clear coat.~~



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

June 8, 2005

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Quotation No.: Q-050415

Tammy Hall
District Four

John E. Albion
District Five

**LEE COUNTY ADDENDUM NUMBER TWO
TO THE SPECIFICATIONS FOR
ONE (1) 60' HYDRAULIC EXCAVATOR**

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

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

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

The following section on page 25 is deleted in its entirety:

“2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs.”

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

DIVISION OF PURCHASING

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

cc: Danny Brashear
Bobby Faust
Lisa Pierce/Minutes

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 ONE (1) 60' HYDRAULIC EXCAVATOR**

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 DELIVERED PRICE FOR
ONE (1) 60' HYDRAULIC EXCAVATOR AS SPECIFIED:**

\$ _____ (U.S. DOLLARS)

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.

Is your firm interested in being considered for the Local Vendor Preference?
Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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 ONE (1) 60' HYDRAULIC EXCAVATOR**

PROJECT OVERVIEW

The following is a project overview together with general information; several of these topics are covered in greater detail under the "Technical Specifications" section of this Request For Quotations.

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) 60' hydraulic excavator for Lee County DOT – Operations. The equipment quoted shall include all standard equipment as detailed in these specifications. Further, it shall be the manufacturer's latest production model, and be new and unused.

DELIVERY REQUIREMENTS

The grand total cost for this unit shall include F.O.B. Ft. Myers, FL delivery to the following location:

Lee County Fleet Management
2955 Van Buren Street
Fort Myers, FL 33916

Pre-delivery service should include a check for proper operating condition, and overall check for safe operating condition. The unit should be delivered without any kind of advertisement decals.

NOTE: Acceptance of this unit shall be contingent upon the delivery conditions stated throughout this Request For Quotations.

BASIS OF AWARD

The basis of award for this quote shall be the low quoter (grand total) meeting specifications.

REQUIRED SUBMITTALS

Quoters should furnish latest manufacturer's literature and specification sheets on the equipment quoted.

FIT FOR INTENDED PURPOSE

The materials used in this equipment shall be of good commercial quality for the intended service; and shall be produced by the use of current manufacturing processes. Further, the materials shall be treated to resist rust, corrosion and wear as needed.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATIONS
FOR ONE (1) 60' HYDRAULIC EXCAVATOR**

1.0 PURPOSE AND APPLICATION

- 1.1 These specifications are intended to describe the minimum requirements necessary to furnish one (1) new diesel powered, track excavator. The machine shall be new, the latest production model, shall carry the standard factory warranty and conform to all specifications listed herein. Each quote shall be accompanied by a detailed specification of the equipment submitted in response to this RFQ. Any and all parts and attachments not specifically mentioned but necessary to make the equipment complete shall be furnished by the successful quoter. The complete unit shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice and must meet all Federal, State, and OSHA regulations in force at the time of delivery. The machine must be a current model year.
- 1.2 Purpose. The purpose of this document is to provide minimum specifications and test parameters for the manufacture of a sixty foot (60') hydraulic track excavator that meet the needs and desires of Lee County. It establishes essential criteria for the design, performance, equipment, and appearance of the machine. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.
- 1.3 General. This is an engineer, design, construct, and deliver type specification. It should be noted however that this specification is written around specific needs of this department. Award shall be given to the vendor whose Quote meets these specifications at the most competitive price.
- 1.3.1 Term of contract. This contract shall be in effect for 180 days from the date of approval by Lee County Board of County Commissioners.
- 1.3.2 Quantities. Lee County anticipates purchasing one (1) machine under the terms of this contract. In addition other interested public governmental agencies who elect to do so may purchase under any contract that might arise as a result of these specifications.
- 1.3.3 Delivery. Contractor shall notify Lee County designated personnel twenty-four (24) hours before delivery. The machine(s) and its equipment shall be delivered F.O.B. to:
Lee County Fleet Management,
2955 Van Buren Street,
Fort Myers, Florida 33916.

Deliveries will be accepted by appointment only Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M. Deliveries not complying with this requirement may be rejected and will have to be redelivered at the contractor's expense. Prices shall be quoted on a delivered vehicle.

SPECIAL CONDITIONS

No quote shall be considered unless the Contractor can meet the special conditions stated herein.

- 1.4 **Liability.** In the event awarded vendor becomes aware of any design flaws or problems, these must be addressed prior to the completion of the project, otherwise vendor will assume all responsibility.
- 1.5 **Prices and Payments.** All prices shall be on a F.O.B. destination and accepted basis, at Lee County's specified location. These prices shall be complete and include the specified warranties.
 - 1.5.1 Payment shall be made in accordance with this specification and quote submitted by the vendor. Payment will be made upon acceptance of the vehicle(s) and equipment specified under these specifications.
 - 1.5.2 All prices and conditions must be specified in the response.
 - 1.5.3 Prices shall be valid for at least 90 days from the date of approval and award by the Lee County Board of County Commissioners.
 - 1.5.4 Full payment will be made after the unit is received, inspected, and found to comply with the specifications, free of damage and properly invoiced. All invoices shall include the Lee County purchase order number. Invoices shall be submitted for payment to: Lee County Finance Division, P.O. Box 2238 Fort Myers Florida 33902. Payment will be made in accordance with the terms specified in the proposal.
- 1.6 **Warranty.** The successful Respondent shall provide a minimum of a 12-month warranty on the vehicle, which covers defective parts and/or components, the improper choice of materials, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete machine unless otherwise detailed in this specification and shall include all cost for labor and parts or materials that are required to correct those deficiencies. It is not the intent of this requirement that such as light bulbs, filters, tires, brake linings, wind shield wiper blades, etc. are to be covered. *Sample of warranty should be submitted with the quote.* (See section 3.0 -- Warranty)

1.6.1 Warranties shall begin at the acceptance of the machine(s) by the Purchaser.

1.7 Materials and Workmanship. All equipment furnished shall be guaranteed to be new and of current manufacture, meet all requirements of this specification, and in an operable condition at the time of delivery.

1.7.1 All parts shall be of high quality workmanship, shall be in production at the time of response, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. The complete machine and all components, shall have the following minimum protective coatings applied: all metal parts and components, unless cadmium, chromium plated or galvanized shall have one prime coat and finish coat of paint. The prime coat material shall be specifically compounded for the respective metals to which it is applied.

1.7.2 All workmanship shall be of quality and performed in a professional manner to insure a safe and functional apparatus with an aesthetic appearance.

1.7.3 Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the written approval of Lee County. Welded, bolted, and riveted construction utilized shall be in accordance with the accepted dimensions with proper fits, clearances, and uniformity. The general appearance of the machine shall not show any evidence of poor workmanship. The purchaser shall be the final judge of the quality of workmanship.

1.7.4 The following shall be cause for vehicle rejection at time of delivery:

1.7.4.1 Rough, sharp, or unfinished edges, burrs, seams, sharp corners, joint, cracks, and dents.

1.7.4.2 Non-uniform panels. Edges that are not radiused, beveled, etc.

1.7.4.3 Paint runs, sags, orange peel, "fish eyes", etc., and any other imperfection or lack of complete coverage.

1.7.4.4 Body panels that are uneven, unsealed, or contain voids.

- 1.7.4.5 Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as door, body panels, and hinged panels.
 - 1.7.4.6 Improper body-design or interface with the chassis that could cause injury during normal use or maintenance.
 - 1.7.4.7 Improperly fabricated and routed wiring or harness.
 - 1.7.4.8 Improperly supported or secured hoses, wires, wiring harness, mechanical controls, etc.
 - 1.7.4.9 Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harness or trim.
 - 1.7.5.10 Interference of chassis components, body parts, doors, etc.
 - 1.7.5.11 Leaks of any fuel, vacuum, or fluid lines, (A/C, coolant, oil, air, etc.)
 - 1.7.5.12 Noises, panel vibrations, etc.
 - 1.7.5.13 Sagging, non-form fitting upholstery or padding.
 - 1.7.5.14 Incomplete or incorrect application of undercoating or rust proofing.
 - 1.7.5.15 Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
 - 1.7.5.16 Incomplete or improper welding.
 - 1.7.5.17 Visual deformities.
 - 1.7.5.18 Lack of uniformity and symmetry where applicable.
 - 1.7.5.19 Unsealed appurtenances or other body components, gaskets, etc.
- 1.8 In addition, any deviation from the requirements of this specification, unless previously approved by Lee County, that affects form, fit, function, durability, reliability, safety, performance or appearance shall be cause for rejection.

- 1.9 Technical Information/Exceptions. Respondents must furnish all information requested in the spaces provided in this specification. Spaces will be marked to indicate whether the respondent complies with that paragraph. Any exceptions taken shall be listed on a separate sheet of paper and referenced by the proper number.

NOTE: Proposals failing to meet the requirements of this paragraph will not be considered.

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the sixty-foot (60') hydraulic track excavator. Vendor shall indicate below whether their proposed machine meets the requirements or if there are variances to the equipment. Exceptions to the specifications as set forth must be so stated in the quote response package. If extra space is needed to describe the product, please feel free to attach extra sheets. When doing so, be sure to reference the appropriate question number and section. Proposals taking total exception to these specifications will not be considered. Responses that do not comply with the prescribed method to take exceptions will be rejected without further consideration.

Note: The use of "Scotchlocks" in the construction of this machine is prohibited.

2.1 GENERAL:

Please specify the year, make and model of the machine being quoted:

- 2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 59,000 lbs. Not to exceed 64,000 lbs.

Does your quote comply with this requirement? Yes () No ()

2.2 ENGINE :

- 2.2.1 Diesel powered with a minimum net horsepower of 176 Horse Power @ 2,100 rpm.

Does your quote comply with this requirement? Yes () No ()

- 2.2.2 Minimum of six (6) cylinders, water-cooled, four cycle.

Does your quote comply with this requirement? Yes () No ()

2.2.3 Minimum of 358 cubic inch displacement.

Does your quote comply with this requirement? Yes () No ()

2.2.4 Engine shall be equipped with a dry type air cleaner, spin-on fuel filter, water separator and spin-on oil filter.

Does your quote comply with this requirement? Yes () No ()

2.2.5 Engine shall be equipped with an automatic engine speed controls.

Does your quote comply with this requirement? Yes () No ()

2.2.6 Engine shall be equipped with a removable radiator screen.

Does your quote comply with this requirement? Yes () No ()

2.2.7 Engine shall be equipped with a cooling package suitable for 115 degrees (F) weather.

Does your quote comply with this requirement? Yes () No ()

2.2.8 Engine shall be equipped with an electric throttle control.

Does your quote comply with this requirement? Yes () No ()

2.2.9 Engine shall be equipped with an emergency shut down system to include, alarms for high engine heat, low coolant level and low oil pressure.

Does your quote comply with this requirement? Yes () No ()

2.2.10 Engine shall be equipped with an automatic engine acceleration system.

Does your quote comply with this requirement? Yes () No ()

2.2.11 Engine shall be equipped with a heavy duty starting system, 24-volt with a minimum of 800 cold cranking amp batteries.

Does your quote comply with this requirement? Yes () No ()

2.2.12 Engine shall be equipped with a protective screen over the radiator. There shall also be a provision to clean and remove radiator without oil cooler disassembly.

Does your quote comply with this requirement? Yes () No ()

2.2.13 Inlet airflow to the engine radiator shall be from operator's side and/or above machine.

Does your quote comply with this requirement? Yes () No ()

2.2.14 Engine shall have a 500-hour oil change interval.

Does your quote comply with this requirement? Yes () No ()

2.2.15 Fuel tank shall be a minimum of 85-gallons.

Does your quote comply with this requirement? Yes () No ()

2.3 DRIVE SYSTEMS:

2.3.1 Unit shall be equipped with a minimum of a two (2) speed travel with automatic downshift.

Does your quote comply with this requirement? Yes () No ()

2.3.2 Unit shall be equipped with enclosed and guarded travel motors.

Does your quote comply with this requirement? Yes () No ()

2.3.3 Unit shall be equipped with lifetime sealed lower rollers.

Does your quote comply with this requirement? Yes () No ()

2.3.4 Unit shall be equipped with track length pitch of 7.48".

Does your quote comply with this requirement? Yes () No ()

2.3.5 Unit shall be equipped with strutted track links with sealed bushings.

Does your quote comply with this requirement? Yes () No ()

2.3.6 Unit shall be equipped with front and rear tow hooks.

Does your quote comply with this requirement? Yes () No ()

2.3.7 Unit shall have a minimum of three (3) mph travel speed in high gear.

Does your quote comply with this requirement? Yes () No ()

2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs.

Does your quote comply with this requirement? Yes () No ()

2.3.9 Unit shall be equipped with all hydraulic lines to track motors shall be fully guarded.

Does your quote comply with this requirement? Yes () No ()

2.3.10 Unit shall be equipped with heavy-duty idler recoil spring, set force minimum of 34,000lbs per side.

Does your quote comply with this requirement? Yes () No ()

2.3.11 Unit shall be equipped with a minimum of 32" track shoes.

Does your quote comply with this requirement? Yes () No ()

2.3.12 Unit shall not exceed an overall crawler length of 15' 3".

Does your quote comply with this requirement? Yes () No ()

2.3.13 Unit shall not exceed an overall crawler width of 11' 1".

Does your quote comply with this requirement? Yes () No ()

2.3.14 Unit shall have a minimum of twelve ft. five inches (12' 5") of track on the ground.

Does your quote comply with this requirement? Yes () No ()

2.3.15 Unit shall have a minimum of eight foot five inches (8' 5") track gauge.

Does your quote comply with this requirement? Yes () No ()

2.4 OPERATORS CAB:

2.4.1 Operator's cab shall be equipped with factory-installed air conditioning, heater and defroster.

Does your quote comply with this requirement? Yes () No ()

2.4.2 Operator's cab shall be equipped with operator's suspension seat with adjustable height and weight.

Does your quote comply with this requirement? Yes () No ()

2.4.3 Operator's cab shall be equipped with adjustable height armrest.

Does your quote comply with this requirement? Yes () No ()

2.4.4 Operator's cab shall be equipped with adjustable position control levers.

Does your quote comply with this requirement? Yes () No ()

2.4.5 Operator's cab shall be equipped with total pilot operational in all functions.

Does your quote comply with this requirement? Yes () No ()

2.4.6 Operator's cab shall be equipped with adjustable height pilot valves.

Does your quote comply with this requirement? Yes () No ()

2.4.7 Operator's cab shall be equipped with a full set of gauges to include, oil pressure, coolant temperature, fuel level, hour meter, tachometer, engine oil change alert and air filter indicator.

Does your quote comply with this requirement? Yes () No ()

2.4.8 Operator's cab shall be equipped with electric horns.

Does your quote comply with this requirement? Yes () No ()

2.4.9 Operator's cab shall be equipped with a self diagnostic micro-processor to include auxiliary flow control and main pressure checking.

Does your quote comply with this requirement? Yes () No ()

2.4.10 Operator's cab shall be equipped with a windshield wiper and washer.

Does your quote comply with this requirement? Yes () No ()

2.4.11 Operator's cab shall be equipped with a minimum of two (2) outside mirrors, one (1) mounted on the left side and one (1) mounted on the right side.

Does your quote comply with this requirement? Yes () No ()

2.4.12 Operator's cab shall be equipped with AM/FM radio with a minimum of two (2) speakers.

Does your quote comply with this requirement? Yes () No ()

2.4.13 Operator's cab shall have a two (2) piece retractable windshield that removes the cross bar from the operator's field of vision when retracted.

Does your quote comply with this requirement? Yes () No ()

2.4.14 Operator's cab shall be equipped with tinted glass.

Does your quote comply with this requirement? Yes () No ()

2.4.15 Operator's cab shall be equipped with a breaker auxiliary control valve.

Does your quote comply with this requirement? Yes () No ()

2.4.16 Operator's cab shall be equipped with a provision for computer and engine throttle bypass in the event of failure.

Does your quote comply with this requirement? Yes () No ()

2.4.17 Operator's cab shall be equipped with a cold hydraulic oil warm up system.

Does your quote comply with this requirement? Yes () No ()

2.5 HYDRAULIC SYSTEM

2.5.1 Hydraulic system shall include a 10 micron return filters.

Does your quote comply with this requirement? Yes () No ()

2.5.2 Hydraulic system shall include two variable displacement piston pumps.

Does your quote comply with this requirement? Yes () No ()

2.5.3 Hydraulic system shall include main pumps rated at 63 G.P.M. each for attachment use.

Does your quote comply with this requirement? Yes () No ()

2.5.4 Hydraulic system shall include main control valve to have replaceable sections.

Does your quote comply with this requirement? Yes () No ()

2.5.5 Hydraulic system shall include the ability to walk and use front end with no travel deviation.

Does your quote comply with this requirement? Yes () No ()

2.5.6 Hydraulic system shall include a system to increase digging power hydraulically for continuous operation.

Does your quote comply with this requirement? Yes () No ()

2.5.7 Hydraulic system shall include a heavy lift system.

Does your quote comply with this requirement? Yes () No ()

2.5.8 Hydraulic system shall include the ability to travel with pedals at full activation and lift maximum load.

Does your quote comply with this requirement? Yes () No ()

2.5.9 Hydraulic system shall include for crane operations with the ability to walk and lift maximum loads with minimum speed change to either travel or attachment.

Does your quote comply with this requirement? Yes () No ()

2.5.10 Hydraulic system shall include a disk swing brake which will automatically sets when swing disengaged, releases automatically when swing in engaged.

Does your quote comply with this requirement? Yes () No ()

2.5.11 Hydraulic system shall include an 11.0 swing R.P.M.

Does your quote comply with this requirement? Yes () No ()

2.5.12 Hydraulic system shall include a three position operating mode selector.

Does your quote comply with this requirement? Yes () No ()

2.5.13 Hydraulic system shall include a holding valve on boom and arm cylinders.

Does your quote comply with this requirement? Yes () No ()

2.5.14 Hydraulic system shall include no free swing circuitry on the machine.

Does your quote comply with this requirement? Yes () No ()

2.5.15 Hydraulic system shall include a combined flow of both pumps available to boom, arm and bucket circuit.

Does your quote comply with this requirement? Yes () No ()

2.6 OTHER EQUIPMENT:

2.6.1 Unit shall be equipped with *centralized* lube points for all front end greasing.

Does your quote comply with this requirement? Yes () No ()

2.6.2 Unit shall be equipped with all specialized computer diagnostic equipment necessary to service this machine as offered by the manufacturer.

Does your quote comply with this requirement? Yes () No ()

2.6.3 Unit shall be equipped with the vandalism protection kit.

Does your quote comply with this requirement? Yes () No ()

2.6.4 Unit shall be equipped with a travel alarm to sound warning for any forward or backwards movement of travel.

Does your quote comply with this requirement? Yes () No ()

2.6.5 Unit shall come with a "Power Tilt" system installed with factory approved hydraulic piping for hand controls.

Does your quote comply with this requirement? Yes () No ()

2.6.6 Unit shall be equipped with enough counterweight to compensate for the power tilt system.

Does your quote comply with this requirement? Yes () No ()

2.6.7 Unit shall be equipped with a .75 cubic yard bucket equipped with lifting eye and replaceable teeth.

Does your quote comply with this requirement? Yes () No ()

2.6.8 Unit shall be equipped with a 66" aquatic weed bucket. We would prefer to have one with replaceable teeth.

Does your quote comply with this requirement? Yes () No ()

2.6.9 Unit shall be equipped to have a minimum digging reach of 60'.

Does your quote comply with this requirement? Yes () No ()

2.6.10 Unit shall be equipped to have a minimum operating weight of 59,000 lbs not to exceed 64,000 lbs.

Does your quote comply with this requirement? Yes () No ()

2.6.11 Unit shall be equipped with a boom designed to allow additional arms of different lengths to be fitted for maximum versatility.

Does your quote comply with this requirement? Yes () No ()

2.6.12 Unit shall be equipped with a rear mounted warning lights to be activated by the swing system.

Does your quote comply with this requirement? Yes () No ()

2.6.13 Unit shall be equipped with three front mounted work lights and two rear mounted working lights. All lights to be halogen.

Does your quote comply with this requirement? Yes () No ()

2.7 EXTERIOR PAINT:

2.7.1 Unit shall be manufacturer's standard yellow with clear coat.

Does your quote comply with this requirement? Yes () No ()

2.8 MANUALS:

2.8.1 Unit shall be delivered with two (2) complete sets of manuals to include, parts, repairs, operational, wiring diagrams, hydraulic, etc. must be supplied with the machine. The manuals can be paper or CDs.

Does your quote comply with this requirement? Yes () No ()

2.8.2 Unit shall be delivered with manufacturer's literature shall be provided with bid, which clearly identifies make and model being sold.

Does your quote comply with this requirement? Yes () No ()

2.8.3 Unit shall be delivered with a certified weight slip upon delivery.

Does your quote comply with this requirement? Yes () No ()

2.9 SPARE KEYS:

2.9.1 Unit shall be delivered with three (3) complete sets of keys.

Does your quote comply with this requirement? Yes () No ()

2.10 TRAINING:

2.10.1 There shall be a minimum of two (2) full days of complete operational and mechanical training on the machine and components within at Lee County's site. The awarded vendor will be responsible for all costs – including travel, lodging, etc. - associated with this training. (Please include all training costs in your grand total quoted for the machine.)

Does your quote comply with this requirement? Yes () No ()

NOTE: ALL WORKMANSHIP SHALL BE OF THE HIGHEST QUALITY. SUB-STANDARD WORK WILL BE REJECTED.

3.0 WARRANTY INFORMATION

3.1.1 Unit shall have a minimum warranty period of twelve (12) months or fifteen hundred (1,500) hours on total unit and during this warranty period, all transportation costs to and from the machine, the awarded vendor will be responsible for all charges.

Does your quote comply with this requirement? Yes () No ()

3.1.2 During this warranty period, the awarded vendor will be responsible for conducting all oil sampling test. A copy of each test will be sent to Lee County Fleet Management.

Does your quote comply with this requirement? Yes () No ()

3.1.3 During the warranty period if the machine will be down for a period of time longer than forty-eight (48) hours, the awarded vendor will provide a loaner machine to Lee County at no additional cost to Lee County.

Does your quote comply with this requirement? Yes () No ()

Warranty Work – The vendor must maintain a normal supply of replacement parts and be equipped with personnel and facilities to provide such services as necessary to keep the equipment in operation with a minimum of delay. Warranty work on the vehicle or equipment quoted shall be performed within 30 miles of Fort Myers or the awarded vendor shall (in a timely manner):

- 1) Transport at his expense to and from Fort Myers and perform the necessary work;
- 2) Designate a local agency to perform work at same terms and conditions;
- 3) Travel to Lee County to perform work on site;
- 4) Allow Lee County to perform warranty work.

If arrangements cannot be made within 48 hours Lee County will have the right to perform work itself. In this case the selling dealer shall reimburse Lee County for labor rate at \$59.00 per hour and parts at cost, plus 10% handling.

List below the location of the manufacturer's nearest service facility and parts depot to the Purchaser's location.

Name: _____

Address: _____

Phone: _____

Additional warranty or logistical services may be listed below.

Please explain below how all warranty repairs not provided by one of the above vendors will be reimbursed to Lee County.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

- 1. How many employees are available to service this contract? _____**

- 2. Describe the types and amount of equipment you have available to service this contract.**

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

INSURANCE GUIDE

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

Requirement #1 :

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

Requirement #2 :

Certificate holder shall be listed as follows :

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

Requirement #3 :

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

1. **Insurance Requirements: These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.**
 - a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee
 - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

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

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

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

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

2. **Verification of Coverage:**

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

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. **Special Requirements:**

- a. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

11. The mailing envelope has been addressed to:

MAILING ADDRESS

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

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

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

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

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

Do not offer this product Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ONE (1) 60' HYDRAULIC EXCAVATOR**

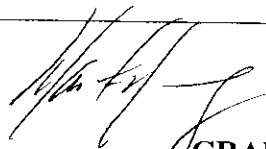
DATE SUBMITTED: 4/21/05

VENDOR NAME: G.S. EQUIPMENT, 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, 2



**GRAND TOTAL DELIVERED PRICE FOR
ONE (1) 60' HYDRAULIC EXCAVATOR AS SPECIFIED:**

\$ 198,355.00 (U.S. DOLLARS)

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

YES NO

TO BE DELIVERED WITHIN 30 - 60 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

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:

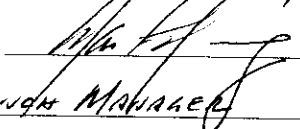
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

BY (Printed): MARC F. YOUNG

BY (Signature): 

TITLE: Branch Manager

FEDERAL ID # OR S.S.# 59-2955621

ADDRESS: 4555 LAREDO AVE

FT. MYERS, FL. 33905

PHONE NO.: (239) 334-6063

FAX NO.: (239) 334-4530

CELLULAR PHONE/PAGER NO.: (941) 809-8703

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 974578

E-MAIL ADDRESS: GSEQUIPMENT.NET / MYOUNG0728@AOL.COM

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR ONE (1) 60' HYDRAULIC EXCAVATOR**

PROJECT OVERVIEW

The following is a project overview together with general information; several of these topics are covered in greater detail under the "Technical Specifications" section of this Request For Quotations.

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) 60' hydraulic excavator for Lee County DOT – Operations. The equipment quoted shall include all standard equipment as detailed in these specifications. Further, it shall be the manufacturer's latest production model, and be new and unused.

DELIVERY REQUIREMENTS

The grand total cost for this unit shall include F.O.B. Ft. Myers, FL delivery to the following location:

Lee County Fleet Management
2955 Van Buren Street
Fort Myers, FL 33916

Pre-delivery service should include a check for proper operating condition, and overall check for safe operating condition. The unit should be delivered without any kind of advertisement decals.

NOTE: Acceptance of this unit shall be contingent upon the delivery conditions stated throughout this Request For Quotations.

BASIS OF AWARD

The basis of award for this quote shall be the low quoter (grand total) meeting specifications.

REQUIRED SUBMITTALS

Quoters should furnish latest manufacturer's literature and specification sheets on the equipment quoted.

FIT FOR INTENDED PURPOSE

The materials used in this equipment shall be of good commercial quality for the intended service; and shall be produced by the use of current manufacturing processes. Further, the materials shall be treated to resist rust, corrosion and wear as needed.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATIONS
FOR ONE (1) 60' HYDRAULIC EXCAVATOR**

1.0 PURPOSE AND APPLICATION

- 1.1 These specifications are intended to describe the minimum requirements necessary to furnish one (1) new diesel powered, track excavator. The machine shall be new, the latest production model, shall carry the standard factory warranty and conform to all specifications listed herein. Each quote shall be accompanied by a detailed specification of the equipment submitted in response to this RFQ. Any and all parts and attachments not specifically mentioned but necessary to make the equipment complete shall be furnished by the successful quoter. The complete unit shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice and must meet all Federal, State, and OSHA regulations in force at the time of delivery. The machine must be a current model year.
- 1.2 Purpose. The purpose of this document is to provide minimum specifications and test parameters for the manufacture of a sixty foot (60') hydraulic track excavator that meet the needs and desires of Lee County. It establishes essential criteria for the design, performance, equipment, and appearance of the machine. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.
- 1.3 General. This is an engineer, design, construct, and deliver type specification. It should be noted however that this specification is written around specific needs of this department. Award shall be given to the vendor whose Quote meets these specifications at the most competitive price.
- 1.3.1 Term of contract. This contract shall be in effect for 180 days from the date of approval by Lee County Board of County Commissioners.
- 1.3.2 Quantities. Lee County anticipates purchasing one (1) machine under the terms of this contract. In addition other interested public governmental agencies who elect to do so may purchase under any contract that might arise as a result of these specifications.
- 1.3.3 Delivery. Contractor shall notify Lee County designated personnel twenty-four (24) hours before delivery. The machine(s) and its equipment shall be delivered F.O.B. to:
Lee County Fleet Management,
2955 Van Buren Street,
Fort Myers, Florida 33916.

Deliveries will be accepted by appointment only Monday through Friday, between the hours of 8:00 A.M. and 4:00 P.M. Deliveries not complying with this requirement may be rejected and will have to be redelivered at the contractor's expense. Prices shall be quoted on a delivered vehicle.

SPECIAL CONDITIONS

No quote shall be considered unless the Contractor can meet the special conditions stated herein.

- 1.4 **Liability.** In the event awarded vendor becomes aware of any design flaws or problems, these must be addressed prior to the completion of the project, otherwise vendor will assume all responsibility.
- 1.5 **Prices and Payments.** All prices shall be on a F.O.B. destination and accepted basis, at Lee County's specified location. These prices shall be complete and include the specified warranties.
 - 1.5.1 Payment shall be made in accordance with this specification and quote submitted by the vendor. Payment will be made upon acceptance of the vehicle(s) and equipment specified under these specifications.
 - 1.5.2 All prices and conditions must be specified in the response.
 - 1.5.3 Prices shall be valid for at least 90 days from the date of approval and award by the Lee County Board of County Commissioners.
 - 1.5.4 Full payment will be made after the unit is received, inspected, and found to comply with the specifications, free of damage and properly invoiced. All invoices shall include the Lee County purchase order number. Invoices shall be submitted for payment to: Lee County Finance Division, P.O. Box 2238 Fort Myers Florida 33902. Payment will be made in accordance with the terms specified in the proposal.
- 1.6 **Warranty.** The successful Respondent shall provide a minimum of a 12-month warranty on the vehicle, which covers defective parts and/or components, the improper choice of materials, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete machine unless otherwise detailed in this specification and shall include all cost for labor and parts or materials that are required to correct those deficiencies. It is not the intent of this requirement that such as light bulbs, filters, tires, brake linings, wind shield wiper blades, etc. are to be covered. *Sample of warranty should be submitted with the quote.* (See section 3.0 – Warranty)

1.6.1 Warranties shall begin at the acceptance of the machine(s) by the Purchaser.

1.7 Materials and Workmanship. All equipment furnished shall be guaranteed to be new and of current manufacture, meet all requirements of this specification, and in an operable condition at the time of delivery.

1.7.1 All parts shall be of high quality workmanship, shall be in production at the time of response, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices. The complete machine and all components, shall have the following minimum protective coatings applied: all metal parts and components, unless cadmium, chromium plated or galvanized shall have one prime coat and finish coat of paint. The prime coat material shall be specifically compounded for the respective metals to which it is applied.

1.7.2 All workmanship shall be of quality and performed in a professional manner to insure a safe and functional apparatus with an aesthetic appearance.

1.7.3 Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the written approval of Lee County. Welded, bolted, and riveted construction utilized shall be in accordance with the accepted dimensions with proper fits, clearances, and uniformity. The general appearance of the machine shall not show any evidence of poor workmanship. The purchaser shall be the final judge of the quality of workmanship.

1.7.4 The following shall be cause for vehicle rejection at time of delivery:

1.7.4.1 Rough, sharp, or unfinished edges, burrs, seams, sharp corners, joint, cracks, and dents.

1.7.4.2 Non-uniform panels. Edges that are not radiused, beveled, etc.

1.7.4.3 Paint runs, sags, orange peel, "fish eyes", etc., and any other imperfection or lack of complete coverage.

1.7.4.4 Body panels that are uneven, unsealed, or contain voids:

- 1.7.4.5 Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as door, body panels, and hinged panels.
 - 1.7.4.6 Improper body-design or interface with the chassis that could cause injury during normal use or maintenance.
 - 1.7.4.7 Improperly fabricated and routed wiring or harness.
 - 1.7.4.8 Improperly supported or secured hoses, wires, wiring harness, mechanical controls, etc.
 - 1.7.4.9 Loose, vibrating, abrading body parts, components, subassemblies, hoses, wiring harness or trim.
 - 1.7.5.10 Interference of chassis components, body parts, doors, etc.
 - 1.7.5.11 Leaks of any fuel, vacuum, or fluid lines, (A/C, coolant, oil, air, etc.)
 - 1.7.5.12 Noises, panel vibrations, etc.
 - 1.7.5.13 Sagging, non-form fitting upholstery or padding.
 - 1.7.5.14 Incomplete or incorrect application of undercoating or rust proofing.
 - 1.7.5.15 Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
 - 1.7.5.16 Incomplete or improper welding.
 - 1.7.5.17 Visual deformities.
 - 1.7.5.18 Lack of uniformity and symmetry where applicable.
 - 1.7.5.19 Unsealed appurtenances or other body components, gaskets, etc.
- 1.8 In addition, any deviation from the requirements of this specification, unless previously approved by Lee County, that affects form, fit, function, durability, reliability, safety, performance or appearance shall be cause for rejection.

1.9 Technical Information/Exceptions. Respondents must furnish all information requested in the spaces provided in this specification. Spaces will be marked to indicate whether the respondent complies with that paragraph. Any exceptions taken shall be listed on a separate sheet of paper and referenced by the proper number.

NOTE: Proposals failing to meet the requirements of this paragraph will not be considered.

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the sixty-foot (60') hydraulic track excavator. Vendor shall indicate below whether their proposed machine meets the requirements or if there are variances to the equipment. Exceptions to the specifications as set forth must be so stated in the quote response package. If extra space is needed to describe the product, please feel free to attach extra sheets. When doing so, be sure to reference the appropriate question number and section. Proposals taking total exception to these specifications will not be considered. Responses that do not comply with the prescribed method to take exceptions will be rejected without further consideration.

Note: The use of "Scotchlocks" in the construction of this machine is prohibited.

2.1 GENERAL:

Please specify the year, make and model of the machine being quoted:

2005 KOBELCO SK250LC LONG REACH

2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 59,000 lbs. Not to exceed 64,000 lbs. (LEAVE THIS AS WRITTEN)

Does your quote comply with this requirement? Yes () No ()

2.2 ENGINE :

2.2.1 Diesel powered with a minimum net horsepower of 176 Horse Power @ ~~2,100 rpm~~

Does your quote comply with this requirement? Yes () No ()

2.2.2 Minimum of six (6) cylinders, water-cooled, four cycle.

Does your quote comply with this requirement? Yes () No ()

2.2.3 Minimum of 358 cubic inch displacement.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.4 Engine shall be equipped with a dry type air cleaner, spin-on fuel filter, water separator and spin-on oil filter.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.5 Engine shall be equipped with an automatic engine speed controls.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.6 Engine shall be equipped with a removable radiator screen.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.7 Engine shall be equipped with a cooling package suitable for 115 degrees (F) weather.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.8 Engine shall be equipped with an electric throttle control.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.9 Engine shall be equipped with an emergency ^{WARNING} ~~shut-down~~ system to include, alarms for high engine heat, low coolant level and low oil pressure.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.10 Engine shall be equipped with an automatic engine acceleration system.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.11 Engine shall be equipped with a heavy duty starting system, 24-volt with a minimum of 800 cold cranking amp batteries.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.12 Engine shall be equipped with a protective screen over the radiator. There shall also be a provision to clean and remove radiator without oil cooler disassembly.

Does your quote comply with this requirement? Yes (✓) No ()

2.2.13 Inlet airflow to the engine radiator shall be from operator's side and/or above machine.

Does your quote comply with this requirement? Yes () No ()

2.2.14 Engine shall have a ^{MINIMUM OF 250-HOUR} ~~500-hour~~ oil change interval.

Does your quote comply with this requirement? Yes () No ()

2.2.15 Fuel tank shall be a minimum of 85-gallons.

Does your quote comply with this requirement? Yes () No ()

2.3 DRIVE SYSTEMS:

2.3.1 Unit shall be equipped with a minimum of a two (2) speed travel with automatic downshift.

Does your quote comply with this requirement? Yes () No ()

2.3.2 Unit shall be equipped with enclosed and guarded travel motors.

Does your quote comply with this requirement? Yes () No ()

2.3.3 Unit shall be equipped with lifetime sealed lower rollers.

Does your quote comply with this requirement? Yes () No ()

2.3.4 ~~Unit shall be equipped with track length pitch of 7.48". (DELETE)~~

Does your quote comply with this requirement? Yes () No ()

2.3.5 Unit shall be equipped with strutted track links with sealed bushings.

Does your quote comply with this requirement? Yes () No ()

2.3.6 Unit shall be equipped with front and rear tow hooks.

Does your quote comply with this requirement? Yes () No ()

2.3.7 Unit shall have a minimum of three (3) mph travel speed in high gear.

Does your quote comply with this requirement? Yes () No ()

~~2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs.~~

Does your quote comply with this requirement? Yes () No ()

2.3.9 Unit shall be equipped with all hydraulic lines to track motors shall be fully guarded.

Does your quote comply with this requirement? Yes () No ()

2.3.10 Unit shall be equipped with heavy-duty idler recoil spring, set force minimum of 34,000lbs per side.

Does your quote comply with this requirement? Yes () No ()

2.3.11 Unit shall be equipped with a minimum of ^{31.5"}~~32"~~ track shoes.

Does your quote comply with this requirement? Yes () No ()

2.3.12 Unit shall not exceed an overall crawler length of ^{16'2"}~~15'3"~~.

Does your quote comply with this requirement? Yes () No ()

2.3.13 Unit shall not exceed an overall crawler width of ^{11'6"}~~11'1"~~.

Does your quote comply with this requirement? Yes () No ()

2.3.14 Unit shall have a minimum of twelve ft. five inches (12'5") of track on the ground.

Does your quote comply with this requirement? Yes () No ()

2.3.15 Unit shall have a minimum of eight foot five inches (8'5") track gauge.

Does your quote comply with this requirement? Yes () No ()

2.4 OPERATORS CAB:

2.4.1 Operator's cab shall be equipped with factory-installed air conditioning, heater and defroster.

Does your quote comply with this requirement? Yes () No ()

2.4.2 Operator's cab shall be equipped with operator's suspension seat with adjustable height and weight.

Does your quote comply with this requirement? Yes () No ()

2.4.3 Operator's cab shall be equipped with adjustable height armrest.

Does your quote comply with this requirement? Yes () No ()

2.4.4 Operator's cab shall be equipped with adjustable position control levers.

Does your quote comply with this requirement? Yes () No ()

2.4.5 Operator's cab shall be equipped with total pilot operational in all functions.

Does your quote comply with this requirement? Yes () No ()

2.4.6 Operator's cab shall be equipped with adjustable height pilot valves.

Does your quote comply with this requirement? Yes () No ()

2.4.7 Operator's cab shall be equipped with a full set of gauges to include, oil pressure, coolant temperature, fuel level, hour meter, tachometer, engine oil change alert and air filter indicator.

Does your quote comply with this requirement? Yes () No ()

2.4.8 Operator's cab shall be equipped with electric horns.

Does your quote comply with this requirement? Yes () No ()

2.4.9 Operator's cab shall be equipped with a self diagnostic micro-processor to include auxiliary flow control and main pressure checking.

Does your quote comply with this requirement? Yes () No ()

2.4.10 Operator's cab shall be equipped with a windshield wiper and washer.

Does your quote comply with this requirement? Yes () No ()

2.4.11 Operator's cab shall be equipped with a minimum of two (2) outside mirrors, one (1) mounted on the left side and one (1) mounted on the right side.

Does your quote comply with this requirement? Yes () No ()

2.4.12 Operator's cab shall be equipped with AM/FM radio with a minimum of two (2) speakers.

Does your quote comply with this requirement? Yes () No ()

2.4.13 Operator's cab shall have a two (2) piece retractable windshield that removes the cross bar from the operator's field of vision when retracted.

Does your quote comply with this requirement? Yes () No ()

2.4.14 Operator's cab shall be equipped with tinted glass.

Does your quote comply with this requirement? Yes () No ()

2.4.15 ~~Operator's cab shall be equipped with a breaker auxiliary control valve.~~ (DELETE)

Does your quote comply with this requirement? Yes () No ()

2.4.16 Operator's cab shall be equipped with a provision for computer and engine throttle bypass in the event of failure.

Does your quote comply with this requirement? Yes () No ()

2.4.17 ~~Operator's cab shall be equipped with a cold hydraulic oil warm-up system.~~ (DELETE)

Does your quote comply with this requirement? Yes () No ()

2.5 HYDRAULIC SYSTEM

2.5.1 Hydraulic system shall include a ^{MINIMUM OF} 10 micron return filters.

Does your quote comply with this requirement? Yes () No ()

2.5.2 Hydraulic system shall include two variable displacement piston pumps.

Does your quote comply with this requirement? Yes () No ()

2.5.3 ~~Hydraulic system shall include main pumps rated at 63 G.P.M. each for attachment use.~~ *THE MAIN HYDRAULIC PUMPS SHALL PROVIDE THE PROPER G.P.M. TO SUPPLY ALL ATTACHMENTS REQUIRED.*

Does your quote comply with this requirement? Yes () No ()

2.5.4 Hydraulic system shall include main control valve to have replaceable sections.

Does your quote comply with this requirement? Yes () No ()

2.5.5 Hydraulic system shall include the ability to walk and use front end with no travel deviation.

Does your quote comply with this requirement? Yes () No ()

2.5.6 Hydraulic system shall include a system to increase digging power hydraulically for continuous operation.

Does your quote comply with this requirement? Yes () No ()

2.5.7 ~~Hydraulic system shall include a heavy lift system.~~ (DELETE)

Does your quote comply with this requirement? Yes () No ()

2.5.8 Hydraulic system shall include the ability to travel with pedals at full activation and lift maximum load.

Does your quote comply with this requirement? Yes () No ()

2.5.9 Hydraulic system shall include for crane operations with the ability to walk and lift maximum loads with minimum speed change to either travel or attachment.

Does your quote comply with this requirement? Yes () No ()

2.5.10 Hydraulic system shall include a ~~disk~~ swing brake which will automatically sets when swing disengaged, releases automatically when swing in engaged.

Does your quote comply with this requirement? Yes () No ()

2.5.11 Hydraulic system shall include *A MINIMUM OF 10.0* ~~an 11.0~~ swing R.P.M.

Does your quote comply with this requirement? Yes () No ()

2.5.12 Hydraulic system shall include a three position operating mode selector.

Does your quote comply with this requirement? Yes (✓) No ()

2.5.13 Hydraulic system shall include a holding valve on boom and arm cylinders.

Does your quote comply with this requirement? Yes (✓) No ()

2.5.14 Hydraulic system shall include no free swing circuitry on the machine.

Does your quote comply with this requirement? Yes (✓) No ()

2.5.15 Hydraulic system shall include a combined flow of both pumps available to boom, arm and bucket circuit.

Does your quote comply with this requirement? Yes (✓) No ()

2.6 OTHER EQUIPMENT:

2.6.1 Unit shall be equipped with centralized lube points for all front end greasing.

Does your quote comply with this requirement? Yes (✓) No ()

2.6.2 Unit shall be equipped with ^{A FULL FIELD DIAGNOSTIC KIT} ~~all specialized computer diagnostic equipment~~ necessary to service this machine as offered by the manufacturer.

Does your quote comply with this requirement? Yes (✓) No ()

2.6.3 Unit shall be equipped with the vandalism protection kit.

Does your quote comply with this requirement? Yes (✓) No ()

2.6.4 Unit shall be equipped with a travel alarm to sound warning for any forward or backwards movement of travel.

Does your quote comply with this requirement? Yes (✓) No ()

2.6.5 Unit shall come with a "Power Tilt" system installed with factory approved hydraulic piping for hand controls.

Does your quote comply with this requirement? Yes (✓) No ()

2.6.6 Unit shall be equipped with enough counterweight to compensate for the power tilt system.

Does your quote comply with this requirement? Yes () No ()

2.6.7 Unit shall be equipped with a .75 cubic yard bucket equipped with lifting eye and replaceable teeth. *BUCKET WIDTH NOT TO EXCEED 30"; LEE COUNTY WOULD PREFER THE BUCKET TO BE 24".*

Does your quote comply with this requirement? Yes () No ()

2.6.8 Unit shall be equipped with a 66" aquatic weed bucket. We would prefer to have one with replaceable teeth.

Does your quote comply with this requirement? Yes () No ()

2.6.9 Unit shall be equipped to have a minimum digging reach of 60'.

Does your quote comply with this requirement? Yes () No ()

~~2.6.10 Unit shall be equipped to have a minimum operating weight of 59,000 lbs. not to exceed 64,000 lbs. (DELETE)~~

Does your quote comply with this requirement? Yes () No ()

2.6.11 Unit shall be equipped with a boom designed to allow additional arms of different lengths to be fitted for maximum versatility.

Does your quote comply with this requirement? Yes () No ()

~~2.6.12 Unit shall be equipped with a rear mounted warning lights to be activated by the swing system. (DELETE)~~

Does your quote comply with this requirement? Yes () No ()

2.6.13 Unit shall be equipped with three front mounted work lights and two rear mounted working lights. All lights to be halogen.

Does your quote comply with this requirement? Yes () No ()

2.7 EXTERIOR PAINT:

2.7.1 Unit shall be manufacturer's standard yellow. ~~with clear coat.~~

Does your quote comply with this requirement? Yes (✓) No ()

2.8 MANUALS:

2.8.1 Unit shall be delivered with two (2) complete sets of manuals to include, parts, repairs, operational, wiring diagrams, hydraulic, etc. must be supplied with the machine. The manuals can be paper or CDs.

Does your quote comply with this requirement? Yes (✓) No ()

2.8.2 Unit shall be delivered with manufacturer's literature shall be provided with bid, which clearly identifies make and model being sold.

Does your quote comply with this requirement? Yes (✓) No ()

2.8.3 Unit shall be delivered with a certified weight slip upon delivery.

Does your quote comply with this requirement? Yes (✓) No ()

2.9 SPARE KEYS:

2.9.1 Unit shall be delivered with three (3) complete sets of keys.

Does your quote comply with this requirement? Yes (✓) No ()

2.10 TRAINING:

2.10.1 There shall be a minimum of two (2) full days of complete operational and mechanical training on the machine and components within at Lee County's site. The awarded vendor will be responsible for all costs – including travel, lodging, etc. - associated with this training. (Please include all training costs in your grand total quoted for the machine.)

Does your quote comply with this requirement? Yes (✓) No ()

NOTE: ALL WORKMANSHIP SHALL BE OF THE HIGHEST QUALITY. SUB-STANDARD WORK WILL BE REJECTED.

3.0 WARRANTY INFORMATION

3.1.1 Unit shall have a minimum warranty period of twelve (12) months or fifteen hundred (1,500) hours on total unit and during this warranty period, all transportation costs to and from the machine, the awarded vendor will be responsible for all charges.

Does your quote comply with this requirement? Yes () No ()

3.1.2 During this warranty period, the awarded vendor will be responsible for conducting all oil sampling test. A copy of each test will be sent to Lee County Fleet Management.

Does your quote comply with this requirement? Yes () No ()

3.1.3 During the warranty period if the machine will be down for a period of time longer than forty-eight (48) hours, the awarded vendor will provide a loaner machine to Lee County at no additional cost to Lee County.

Does your quote comply with this requirement? Yes () No ()

Warranty Work – The vendor must maintain a normal supply of replacement parts and be equipped with personnel and facilities to provide such services as necessary to keep the equipment in operation with a minimum of delay. Warranty work on the vehicle or equipment quoted shall be performed within 30 miles of Fort Myers or the awarded vendor shall (in a timely manner):

- 1) Transport at his expense to and from Fort Myers and perform the necessary work;
- 2) Designate a local agency to perform work at same terms and conditions;
- 3) Travel to Lee County to perform work on site;
- 4) Allow Lee County to perform warranty work.

If arrangements cannot be made within 48 hours Lee County will have the right to perform work itself. In this case the selling dealer shall reimburse Lee County for labor rate at \$59.00 per hour and parts at cost, plus 10% handling.

List below the location of the manufacturer's nearest service facility and parts depot to the Purchaser's location.

Name: G.S. EQUIPMENT, INC.

Address: 4555 LAREDO AVE.

FT. MYERS, FL. 33905

Phone: (239) 334-6063

Additional warranty or logistical services may be listed below.

Please explain below how all warranty repairs not provided by one of the above vendors will be reimbursed to Lee County.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

- 1. How many employees are available to service this contract? _____**

- 2. Describe the types and amount of equipment you have available to service this contract.**

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

INSURANCE GUIDE

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

Requirement #1 :

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

Requirement #2 :

Certificate holder shall be listed as follows :

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

Requirement #3 :

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

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

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

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

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

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

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

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

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

2. Verification of Coverage:

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

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.



LEE COUNTY SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

June 8, 2005

Quotation No.: Q-050415

LEE COUNTY ADDENDUM NUMBER ONE TO THE SPECIFICATIONS FOR ONE (1) 60' HYDRAULIC EXCAVATOR

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

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

*****NOTE:**

**THE OPENING DATE FOR THIS PROJECT HAS BEEN CHANGED TO
TUESDAY, JUNE 21, 2005 AT 2:30 P.M.**

The changes to the above referenced quotation are summarized on the attached sheets.
Please review them carefully and apply them to the specifications as directed.

If there are any questions regarding this addendum, please contact Bob Franceschini at 39-
344-5450.

DIVISION OF PURCHASING

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

cc: Danny Brashear
Bobby Faust
Lisa Pierce/Minutes

Post-it® Fax Note	7671	Date	6/8/05	# of pages	3
To	Marc Young	From	BOB		
Co./Dept.	GS EQUIP	Co.			
Phone #		Phone #	344-5450		
Fax #	334-4530	Fax #			

ADDENDUM #1 FOR QUOTE NO. Q-050415
60' Hydraulic Excavator

Below is a list of changes to the quote. All items listed in **BOLD** need to be added – or reference a comment (such as “leave as written” or “direction to delete”) - and the items that have ~~strikeouts~~ will need to be deleted.

Page 22

- ✓ 2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 59,000 lbs. Not to exceed 64,000 lbs. (**LEAVE THIS AS WRITTEN.**)
- ✓ 2.2.1 Diesel powered with a minimum net horsepower of 176 ~~Horse Power @ 2,100 rpm.~~

Page 23

- ✓ 2.2.9 Engine shall be equipped with an emergency ~~shut down~~ **WARNING** system to include, alarms for high engine heat, low coolant level and low oil pressure.

Page 24

- ✓ 2.2.14 Engine shall have a **MINIMUM OF 250-HOUR** ~~500-hour~~ oil change interval.
- ✓ 2.3.4 ~~Unit shall be equipped with track length pitch of 7.48". (DELETE)~~

Page 25

- ✓ 2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs. (**LEAVE THIS AS WRITTEN.**)
- ✓ 2.3.11 Unit shall be equipped with a minimum of **31.5"** ~~32"~~ track shoes.
- ✓ 2.3.12 Unit shall not exceed an overall crawler length of ~~15' 3"~~ **16' 2"**.
- ✓ 2.3.13 Unit shall not exceed an overall crawler width of ~~11' 1"~~ **11' 6"**.

Page 27

- ✓ 2.4.15 ~~Operator's cab shall be equipped with a breaker auxiliary control valve. (DELETE)~~
- ✓ 2.4.17 ~~Operator's cab shall be equipped with a cold hydraulic oil warm up system. (DELETE)~~
- ✓ 2.5.1 Hydraulic system shall include a **MINIMUM OF 10** micron return filters.

Page 28

- ✓ 2.5.3 ~~Hydraulic system shall include main pumps rated at 63 G.P.M. each for attachment use.~~
REPLACE WITH:
THE MAIN HYDRAULIC PUMPS SHALL PROVIDE THE PROPER G.P.M. TO SUPPLY ALL ATTACHMENTS REQUIRED.
- ✓ 2.5.7 ~~Hydraulic system shall include a heavy lift system. (DELETE)~~
- ✓ 2.5.10 Hydraulic system shall include a disk swing brake which automatically sets when swing is disengaged, releases automatically when swing is engaged.
- ✓ 2.5.11 Hydraulic system shall include a **MINIMUM OF 10.0** ~~11.0~~ swing R.P.M.

Page 29

- ✓ 2.6.2 Unit shall be equipped with **A FULL FIELD DIAGNOSTIC KIT** ~~all specialized computer diagnostic equipment~~ necessary to service this machine as offered by the manufacturer.

Page 30

- ✓ 2.6.7 Unit shall be equipped with a .75 cubic yard bucket equipped with lifting eye and replaceable teeth. **BUCKET WIDTH NOT TO EXCEED 30"; LEE COUNTY WOULD PREFER THE BUCKET TO BE 24"**.
- ✓ 2.6.10 ~~Unit shall be equipped to have a minimum operating weight of 59,000 lbs. not to exceed 64,000 lbs. (DELETE)~~
- ✓ 2.6.12 ~~Unit shall be equipped with a rear mounted warning lights to be activated by the swing system. (DELETE)~~

Page 31

- ✓ 2.7.1 Unit shall be manufacturer's standard yellow ~~with clear coat.~~



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Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

June 8, 2005

Quotation No.: Q-050415

LEE COUNTY ADDENDUM NUMBER TWO
TO THE SPECIFICATIONS FOR
ONE (1) 60' HYDRAULIC EXCAVATOR

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL QUOTE FORM (PAGE 13 OF THE QUOTE PACKAGE).

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

The following section on page 25 is deleted in its entirety:

✓ "2.3.8 Unit shall be equipped with a minimum drawbar pull of 51,000 lbs."

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

DIVISION OF PURCHASING

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

cc: Danny Brashear
Bobby Faust
Lisa Pierce/Minutes

Addendum # 2		Date	6/8/05	# of page	3/
Post-it® Fax Note	7671	From	BOB		
To	Marc Young				
Co./Dept.	G S EQUIP				
Phone #	3445450				
Fax #	3344530				



To: Janet Sheehan, Purchasing Director
From: Marilyn L. Rawlings, Fleet Manager
Date: 6/29/2005
Re: 60' Hydraulic Excavator

Please prepare a Blue Sheet for the purchase of one Kobelco Excavator Model SK250LC, for the Department of Transportation, Operation Division.

ACTION REQUESTED:

Approve the award of the formal quotation # Q-050415 to purchase one (1) Kobelco 60' Hydraulic Excavator in the amount of \$198,355 from G.S. Equipment Inc.

WHY ACTION IS NECESSARY:

Board approval is required, as this expenditure will exceed \$50,000.

WHAT ACTION ACCOMPLISHES:

This purchase will provide the department of Transportation / Operation with a new track-type, hydraulic excavator that will be used to clean out canals within Lee County. This new excavator will replace a rubber tire dragline that has become too costly to maintain. (See attachment for details)

MANGEMANT RECOMMENDATIONS:

Approve this request to give the department a more dependable and reliable machine.

Funds for this purchase are available from account string #JB5191059401.506430.

BACKGROUND:

Lee County Fleet Management, Purchasing and Department of Transportation / Operations have worked together to write a set of specifications that allowed for a wide range of vendors to respond.

The old rubber tire dragline has become too costly to maintain and has meet all Fleet Management's replacement criteria. The dragline is eleven years old and the maintenance cost has exceeded 50% of the original purchased cost. It is very hard to find replacement parts for the current dragline.

**EQUIPMENT HISTORY
COST & QTY PER METER**

Report based on information from 1/1/1994 - 6/24/2005, grouped by Equipment Class, presented in EQUIPMENT TOTALS format

Truck, With Crane, 46-55 feet, Diesel

Asset #	Year	Make	Model	Department	Current Odometer	Fuel CPM	Maint & Repair CPM	Accident CPM	Operating CPM	Total CPM
019516	1994	LITTLE GIANT	32	TOP CANAL	3133	0.000	35.633	0.002	\$35.633	\$35.635

This dragline is over 11-years old. This machine has over 16% of downtime. 3,735 out of 22,880 hours, are listed as downtime. Parts are also becoming very difficult to find for this machine.

The maintenance cost has exceeded 50% of the original purchased cost. New cost was, \$207,132 and the maintenance cost is at \$111,639.52.

ATTACHMENT

**MEMORANDUM
FROM
THE DIVISION OF PURCHASING**

DATE: JULY 14, 2005

TO: MARILYN RAWLINGS
FLEET MANAGER

FROM: *Janet*
JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20051001

PROJECT: One (1) 60' Hydraulic Excavator

TYPE: Formal Quote

AWARDED TO: G.S. Equipment, Inc.

Handwritten initials
Attn. Ms. Rawlings – When you have finished your review of this package, please forward it to Scott Gilbertson, DOT.

Handwritten mark
Attn. Mr. Gilbertson - When you have finished your review of this package, please forward it to Jed Schneck in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Bob Franceschini at 344-5457.



RECEIVED
JUL 22 2005
