

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

Blue Sheet No. 20031053

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the award of Formal Quote Q-030642 the purchase of one rear mounted crane for Lee County Utilities, to the low quoter meeting specifications, Hydraulic Machinery, Inc. Total price is \$94,958.

WHY ACTION IS NECESSARY: Purchases over \$50,000 must be Board approved.

WHAT ACTION ACCOMPLISHES: The Terex Stinger Model RM5092 will provide Utilities with crane that will be utilized throughout all of Lee County at the new water and waste water facilities.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C10C

3. MEETING DATE:

09-23-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT *Utilities*
 - C. DIVISION
- BY: *Rick Diaz, Director*

[Signature]
9/8/03

7. BACKGROUND: On July 3, 2003, the Division of Purchasing received a request from the Division of Fleet Management and the Utilities Department to quote the purchase of a Terex Stinger Model RM5012 rear mounted crane. The anticipated cost required the use of the formal sealed quotation procedure. Sealed quotes were received on August 12, 2003. On that date four responses were received, two of which were no bids.

Funding is available from account string OD53614 48700.506430.

PLEASE SEE ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Divisions Request for Quotations
- (3) Specifications
- (4) Hydraulic Machinery Co Quotation
- (5) Divisions Recommendation of Award

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>[Signature]</i> <i>9/8/03</i>	<i>Janet Sheehan</i> <i>9-8-03</i>	<i>N/A</i>	<i>N/A</i>	<i>[Signature]</i>	<i>CA/M 9/11/03</i>	<i>[Signature]</i> <i>9.9.03</i>
					OA <i>9/10/03</i> OM <i>9/11/03</i> Risk <i>9/10/03</i> GC <i>9/10/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *9/9/03*
Time: *2:30 PM*
Forwarded to:
Co. Admin: *9/9/03 2:15 PM*

RECEIVED BY
COUNTY ADMIN: *PM*
9/9
4:25 pm
COUNTY ADMIN
FORWARDED TO:
9/11/03

ATTACHMENT I

FORMAL QUOTATION #Q-030642 LEE COUNTY, FLORIDA TABULATION SHEET FOR PURCHASE OF REAR MOUNTED CRANE	
BUYER: PATTI ARMBRUSTER	HYDRAULIC MACHINERY INC.
VENDORS	TEREX TELEX DIST
ADDENDUM #1 ACKNOWLEDGED	YES
ADDENDUM #2 ACKNOWLEDGED	YES
THREE COPIES	YES
DELIVER WITH OWN VEHICLE	NO
MAKE AND MODEL OF CRANE	STINGER 5092
DELIVER WITHIN ___ DAYS	NONE STATED
LOCAL VENDOR PREFERENCE	NO
MODIFICATIONS	YES
GRAND TOTAL	\$ 83,380.00
SIGNED	\$ 94,958.00
NO BIDS	
MD MOODY AND SONS, INC	
JIM HARDEE EQUIPMENT CO. INC	
POSTING TIME/DATE	
FROM: / /	
UNTIL: / /	
BY:	



DIVISION OF FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director

From: Marilyn Rawlings, Fleet Manager

*Bill Wolfe For MLR
7/2/03*

Date: 7/2/2003

Re: RE: Rear Mounted Crane

03 JUL -3 PM 1:05

Please proceed with the formal quotation procedure for the purchase of a rear truck mounted crane as requested by the Utilities Department. This equipment should include all standard equipment as noted on proposed bid specifications. The crane being quotes will be a Terex Stinger Model RM 4792, 25 Ton Rear Mounted Crane. All quotes should be within the brand, model and type as stated above.

The Utilities Department is requesting that this quote be processed within the Terex Stinger Brand, as the Terex Stinger crane is the only crane able to provide Hydraulic joystick control, which is a safety enhancement for operating in confined sensitive areas.

Attached are the specifications for the formal quotation package.

Thank you for your time and consideration.

ATTACHMENT 3

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
PURCHASE OF REAR MOUNTED CRANE

DATE SUBMITTED: August 12, 2003

VENDOR NAME: Hydraulic Machinery, 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: One & two

WILL YOU DELIVER WITH OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES _____

NO _____

MAKE AND MODEL OF CRANE QUOTED: Terex, RM5092

GRAND TOTAL COST \$94,958.00
(INCLUDES INSTALLATION AND FOB FORT MYERS DELIVERY)

OPTION A EXTENDED WARRANTIES

IN THE SPACE PROVIDED BELOW, PLEASE PROVIDE EXTENDED WARRANTIES AND COSTS FOR EACH WHICH ARE AVAILABLE FOR THE QUOTED EQUIPMENT

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 Hydraulic Machinery, Inc.

BY (Printed): John Calfee

BY (Signature): 

TITLE: President

FEDERAL ID # OR S.S.# 59-2418170

ADDRESS: 5024 N. 56th Street

Tampa, FL 33610

PHONE NO.: 800-683-5438

FAX NO.: 813-621-1560

CELLULAR PHONE/PAGER NO.: 813-293-6359

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: stevefoxworth@craneworx.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR THE PURCHASE OF ONE (1) TEREX STINGER
MODEL RM4792 25 TON REAR MOUNT CRANE**

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) new Terex Stinger Model RM4792 25 ton rear mount crane for the Lee County Utilities Department. The equipment quoted shall include all standard equipment as detailed in these specifications.

REQUIRED EQUIPMENT

The equipment required under this quote shall be the manufacturer's latest production model, and be new and unused.

The Terex Stinger Model RM4792 25 ton rear mount crane is the only make and model that is acceptable and will be considered under this quotation. No "substitutes" or "equals" will be allowed or considered.

DELIVERY REQUIREMENTS

The grand total cost quoted for this equipment 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

Lee County desires delivery of the equipment to be completed within 90 days from date of award and receipt of purchase order.

Pre-delivery service should include complete lubrication, adjustment of engine to proper operating conditions, and overall check for safe operating condition. The unit should be delivered without decals.

NOTE: Acceptance of this machine shall be contingent upon the delivery conditions as stated above.

BASIS OF AWARD

The basis of award for this quote shall be the lower quoter meeting specifications.

REQUIRED SUBMITTAL

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

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.

GENERAL INFORMATION

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.

The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum engine torque shall not cause rupture of permanent deformation or undue wear on any member.

Quoters shall be prepared to give a complete demonstration of the merits of the equipment offered as directed by Lee County. The unit(s) demonstrated shall be complete as offered by the vendor for this quote.

ADDITIONAL REQUIREMENTS

Training is required and shall include a minimum of eight (8) hours of operator/mechanic orientation/safety/basic maintenance. This training will take place at the Lee County Fleet Management facility.

Three (3) sets of keys shall be provided.

Two (2) complete sets of manuals (CD format is acceptable) shall be provided for troubleshooting. The text shall cover parts, electrical, operations and repair.

WARRANTY COVERAGE

In the space provided on Attachment B, please detail the standard warranty coverage(s) that come with the quoted equipment. Specific components and length of coverage on each should be explained.

OPTION A – EXTENDED WARRANTIES

In the space provided on the Proposal Quote Form, please list the extended warranty coverage(s) available for this equipment and the price(s) for each. Please include literature that details the extended warranty coverage(s) with your quote.

**Recommended Specifications
For 25 Ton Rear Mounted Truck Crane**

1.0 General Design Requirements

- 1.1 Provide a quality unit with consideration for good workmanship and with special attention to items such as welds, paint and plumbing. All safety equipment such as decals, guards, steps, ladders, grab handles, covers, etc. shall be provided based on OSHA safety standards, National Highway Traffic Safety Administration, Florida Department of Transportation standards and should be included in the price. Unit should also meet ANSI B30.5 specs for mobile and locomotive cranes.
- 1.2 Provide separate threaded automotive type grease fittings with remote greasing capabilities and positive lubrication of each pivot point that requires lubrication. The crane shall be fully lubricated before delivery to Lee County Fleet Management.
- 1.3 All hydraulic lines and hoses are to be installed in bundles and routed as straight as possible and secured in a manner to minimize wear and rubbing, where they must pass around solid objects such as the frame, body and brackets are to be protected by hose sheathing, which has braided material to resist the protrusion of sharp objects. All areas that require this protection are to be minimized.
- 1.4 Complete truck weight must not exceed 85% of the rated axle capacity on the front axle and 80% of the rated axle capacity on the rear axle. This allowance to be with a full fuel tank and a 200 lb. driver. A DOT weight slip must to be provided upon to delivery.
- 1.5 Any exhaust relocation shall provide maximum ground clearance. Galvanized or stainless steel exhaust extensions may be used as necessary. Flexible tubing & welding of exhaust tubing is not acceptable. Use formed tubing and assemble with clamps. Provide flexible attachments as required.
- 1.6 The battery ground strap must be removed when welding on the vehicle to prevent damage to the chassis electrical system. Welding ground is to be placed as close to the

welding point as possible to prevent any electrical surge through the chassis electronic components. Chassis must be completely protected from welding slag with special attention to windows and interior.

- 1.7 Electrical wiring shall be routed in looms and rubber grommets shall be used to protect the wiring where it passes through bulkhead compartments, etc. The use of scotch locks is not acceptable.
- 1.8 Travel height shall not exceed 13'6" based on a 39" chassis height.
- 1.9 Placards are to be provided for all controls, gauges, test ports, etc.
- 1.10 2" wide retro-reflective tape shall be installed on the rear bumper of the crane and around the complete unit or truck in a U pattern.
- 1.11 Unit shall meet all current ANSI B30.5 specifications for mobile cranes. (3/29/2003)

2.0 Crane

- 2.1 The crane shall be a rear mounted telescoping boom with a capacity of 25 tons at a 5' radius with all booms retracted. Crane shall be capable of handling a load of 360 degrees with no decrease in rating of the crane over the front or side. Crane shall rotate a minimum of 370 degrees from stop to stop and be non-continuous rotation.
- 2.2 Crane boom shall be 4 sections, preferably 5-sided telescopic type with high density nylon wear pads that are replaceable without removing any of the boom sections. Crane boom tip will be capable of accepting optional items such as jibs and work platforms.
- 2.3 Crane to be mounted to manufacturer's recommendation with the boom facing the front for road travel. A tie down strap will be provided to anchor crane block.
- 2.4 Boom tip height to be minimum of 102'. Cable sheaves shall be Moly (special hard plastic) in design and have a minimum of 3 sheaves on the lower sheave section to facilitate multi parting of the crane's cable.

- 2.5 All crane functions to be hydraulically operated. All hydraulic cylinders and systems will have pilot operated holding valves either integral or port mounted. Hydraulic joystick control is required.
- 2.6 Rear outriggers shall be out and down in design with a maximum of a 22' extension. Aluminum outrigger pads will be removable and have a minimum of 16" diameter. Independent controls shall be located at the rear of the crane accessible from ground level. Controls shall include hydraulic controls for the vertical outrigger and an electrical waterproof switch to operate the horizontal beam. Outrigger controls will include an override switch in case of emergency use. Storage for rear outrigger pads must be provided when not in use.
- 2.7 Front outriggers shall be out and down in design with a maximum of 17'6" extension. Independent controls shall be located at the rear of the crane accessible from ground level. Controls shall include hydraulic controls for the vertical outrigger and an electrical waterproof switch to operate the horizontal beam. Storage for front outrigger pads must be provided when not in use. All outriggers will meet the stability requirements of the crane manufacturer. Outriggers should meet all ANSI B30.5 specifications for mobile cranes (3/29/2003)
- 2.8 A 4 part metal block that weighs 250 lbs. shall be provided to enable the crane to handle its full load. Hook shall have a latch and block shall act as the down haul weight. Crane cable shall be non-rotating with a minimum of 300' of 9/16" diameter.
- 2.9 A load chart shall be mounted close to the operator's controls. An electronic crane monitoring system meeting current ANSI B30.5 (3/29/2003) specifications shall also be included showing the crane's capability under load. System shall include: available load capacity, radius indicator, boom length indicator and percentage of capacity used and an Anti-2-Block system with cable reel.
- 2.10 Crane controls shall be placed at the rear of the crane with protected operator platforms housing the following controls:

- A. Air operated foot throttles on both curb and street side;
- B. Joystick crane controls (2 on each side) using the following operating system;
 - 1. Facing to the rear, the right controls will have both hoist controls and boom elevation controls on the same joystick. Winch 2-speed control will be on the top of this control lever;
 - 2. facing to the rear, the left controls will have both telescope controls and swing controls on the same joystick;
 - 3. Crane joystick controls will be mechanical. No electric over hydraulic or all electric controls will be permitted;
- C. Engine start/stop controls for truck engine;

- 2.11 A 10-micron filter will be placed on the return side of the hydraulic tank, which will be a minimum of 90 gallons in capacity.
- 2.12 Leveling instruments must be placed in clear view for the operator to be sure the vehicle is level when using outriggers. Protected bubble levels must be mounted near the locations of the joystick controls.
- 2.13 The crane hydraulic pump will be installed directly onto an air shift power take off. Power take off controls will be installed in the truck cab. The crane manufacturer will supply the hydraulic pump only and will match the requirements for the proper operation of the crane. No drive shafts operating the hydraulic pump will be allowed.

3.0 Body

- 3.1 The crane bed will have a 16' long X 8' wide body.

The body will have the capacity to carry a 12,000lb load within a 10 square foot area. The cross members will be a minimum of 6" channel on 16" centers with a 3/16" tread plate floor. The body will have tie down rails for the nylon strap systems installed under the street side the body. A 2.5" X ½" flat bar strap will be installed on the curbside of the body to anchor the strap ends used for tie downs. A 36" headboard of 3/16" formed sheet metal 72" wide shall be the front of the bed. A boom support for the crane main boom shall be properly welded and anchored to the sub frame.

- 3.2 A short ladder fixed to the body to access the bed-mounted toolboxes. Ladder shall be fixed and welded in place to the structure of the bed.

4.0 Delivery Requirements

- 4.1 Unit must be duly certified by a crane inspector before delivery to Lee County Fleet Management. This will be based on the current ANSI B30.5 specifications for mobile cranes.
- 4.2 Crane must be delivered with two (2) complete sets of manuals, electrical, hydraulic, and mechanical and operator's manuals. Manuals can either be provided in print or electronic media. Three complete sets of keys including keys for all compartments on machine will be delivered with machine.
- 4.3 Warranty will include a two-year warranty on parts and service and five (5) year warranty on structural components of crane. This warranty will go into effect the first day of the cranes operation with Lee County. A detailed list of all warranties must be provided; any other extended warranties on components will be provided on a price sheet as possible options.
- 4.4 Training schedules will be arranged for both mechanics and crane operators duration eight (8) hours total. Cranes hydraulic and mechanical abilities will be explained and service of the various components.
- 4.5 A minimum of eight (8) hours must be included for both mechanics and crane operators. The crane's hydraulic

and mechanical abilities and service of the various components will be explained.

- 4.6 Successful bidder will demonstrate a history of sales & installations of truck mounted cranes and be prepared to offer up to 10 customers in the business as proof in the last 4 years. Any dealer offering equipment must be able to provide complete warranty service within 200 miles of Lee County.
- 4.7 Successful dealer will offer any type of optional items needed to better make use of this crane. A complete list will be included in the bid package.
- 4.8 Training schedule should be established with Mr. Danny Brashear Shop Superintendent Lee County Fleet Management 2955 Van Buren Street, Ft Myers, Florida. Telephone number 239-338-3233.
- 4.9 Terex Stinger Crane RM 4792 pricing will include installation on a new International 7400 SBA 6x4, truck will be provided by Lee County Fleet Management. Truck will be dropped shipped to your location.

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.

Three road service vehicles and full service
shop in Tampa, FL.

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 X

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

ATTACHMENT B – WARRANTY COVERAGE DETAILS

MAJOR CONTRACT - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

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:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance 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 the 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 policies.***

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.

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
3434 Hancock Bridge Pkwy #307
N. Ft. Myers, FL 33903

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
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny July 25, 2003
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Quote No.: Q-030642

LEE COUNTY ADDENDUM NUMBER TWO TO THE SPECIFICATIONS
FOR PURCHASE OF REAR MOUNTED CRANE

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON
THE "PROPOSAL QUOTE FORM" - PAGE 12.**

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

(1) Please correct page 22, section 3.2 to read "A short ladder fixed to the bed in front of the rear wheels, so we can access the bed-mounted toolboxes (Lee County will furnish and mount the toolboxes). Ladder should be fixed and welded in place to the structure of the bed. This ladder should be recessed under the bed and be able to pull out and fold down to use. A safety pin or latch system must be used to insure the ladder will stay in place while being used."

(2) Also on page 22, section 4.3 The warranty should be a standard warranty. It is listed as two years and standard appears to be only one with five years on structural components of crane.

(3) Due to the addendums we will be changing the opening date to August 12, 2003, at 2:30.

If there are any questions regarding this addendum, please call Patti Armbruster 689-7385.

LEE COUNTY DIVISION OF PURCHASING

Patti Armbruster, CPPB
Buyer

cc: Danny Brashear, Fleet Management
Lisa Pierce, Minutes Department
Quote File



BOARD OF COUNTY COMMISSIONERS

Bob Janes
District One

Douglas R. St. Camy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

July 25, 2003

Quote No.: Q-030642

**LEE COUNTY ADDENDUM NUMBER ONE TO THE SPECIFICATIONS
FOR PURCHASE OF REAR MOUNTED CRANE**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON
THE "PROPOSAL QUOTE FORM" - PAGE 12.**

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

(1) Lee County has changed the model number from RM4792 to RM5092.

Listed in three locations on Page 15, it should read as follows: "Terex Stinger Model RM5092 25 Ton Rear Mount Crane."

(2) The decals from the Manufacturer are acceptable. All safety decals per OSHA safety standards are required.

If there are any questions regarding this addendum, please call Patti Armbruster 689-7385.

LEE COUNTY DIVISION OF PURCHASING

Patti Armbruster, CPPB
Buyer

Post-it® Fax Note	7671	Date	7-24-03	# of pages	1
To	Steve Foxworth	From	Patti A		
Co./Dept	Hydraulic Machinery	Co	Lee Co Purchasing		
Phone #		Phone #	239-689-7386		
Fax #	813-621-1560	Fax #	239-689-7390		

cc: Danny Brashear, Fleet Management
Lisa Pierce, Minutes Department
Quote File

ATTACHMENT 4



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-030642

OPEN DATE: AUGUST 8, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: JULY 24, 2003

AND TIME: 2:00 P.M.

LOCATION: 3434 HANCOCK BRIDGE PKWY
N. FT. MYERS, FL 33918

REQUEST FOR QUOTATIONS

TITLE:

PURCHASE OF A REAR MOUNTED CRANE

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

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

PHYSICAL ADDRESS
3434 HANCOCK BRIDGE PKWY, #307
NORTH FORT MYERS, FL 33903

BUYER: PATTI ARMBRUSTER, CPPB
BUYER
PHONE NO.: (239) 689-7386



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

July 25, 2003

Quote No.: Q-030642

**LEE COUNTY ADDENDUM NUMBER ONE TO THE SPECIFICATIONS
FOR PURCHASE OF REAR MOUNTED CRANE**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON
THE "PROPOSAL QUOTE FORM" - PAGE 12.**

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

(1) Lee County has changed the model number from RM4792 to RM5092.

Listed in three locations on Page 15, it should read as follows: "Terex Stinger
Model RM5092 25 Ton Rear Mount Crane."

(2) The decals from the Manufacturer are acceptable. All safety decals per OSHA
safety standards are required.

If there are any questions regarding this addendum, please call Patti Armbruster
689-7385.

LEE COUNTY DIVISION OF PURCHASING

Patti Armbruster, CPPB
Buyer

cc: Danny Brashear, Fleet Management
Lisa Pierce, Minutes Department
Quote File



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

July 25, 2003

Quote No.: Q-030642

**LEE COUNTY ADDENDUM NUMBER TWO TO THE SPECIFICATIONS
FOR PURCHASE OF REAR MOUNTED CRANE**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON
THE "PROPOSAL QUOTE FORM" - PAGE 12.**

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

- (1) Please correct page 22, section 3.2 to read "A short ladder fixed to the bed in front of the rear wheels, so we can access the bed-mounted toolboxes (Lee County will furnish and mount the toolboxes). Ladder should be fixed and welded in place to the structure of the bed. This ladder should be recessed under the bed and be able to pull out and fold down to use. A safety pin or latch system must be used to insure the ladder will stay in place while being used."
- (2) Also on page 22, section 4.3 The warranty should be a standard warranty. It is listed as two years and standard appears to be only one with five years on structural components of crane.
- (3) Due to the addendums we will be changing the opening date to August 12, 2003, at 2:30.

If there are any questions regarding this addendum, please call Patti Armbruster 689-7385.

LEE COUNTY DIVISION OF PURCHASING

Patti Armbruster, CPPB
Buyer

cc: Danny Brashear, Fleet Management
Lisa Pierce, Minutes Department
Quote File

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) 689-7385.

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
PURCHASE OF REAR MOUNTED CRANE**

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers: _____

WILL YOU DELIVER WITH OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES _____

NO _____

MAKE AND MODEL OF CRANE QUOTED: _____

GRAND TOTAL COST \$ _____
(INCLUDES INSTALLATION AND FOB FORT MYERS DELIVERY)

OPTION A EXTENDED WARRANTIES

IN THE SPACE PROVIDED BELOW, PLEASE PROVIDE EXTENDED WARRANTIES AND COSTS FOR EACH WHICH ARE AVAILABLE FOR THE QUOTED EQUIPMENT

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 THE PURCHASE OF ONE (1) TEREX STINGER
MODEL RM4792 25 TON REAR MOUNT CRANE**

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) new Terex Stinger Model RM4792 25 ton rear mount crane for the Lee County Utilities Department. The equipment quoted shall include all standard equipment as detailed in these specifications.

REQUIRED EQUIPMENT

The equipment required under this quote shall be the manufacturer's latest production model, and be new and unused.

The Terex Stinger Model RM4792 25 ton rear mount crane is the only make and model that is acceptable and will be considered under this quotation. No "substitutes" or "equals" will be allowed or considered.

DELIVERY REQUIREMENTS

The grand total cost quoted for this equipment 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

Lee County desires delivery of the equipment to be completed within 90 days from date of award and receipt of purchase order.

Pre-delivery service should include complete lubrication, adjustment of engine to proper operating conditions, and overall check for safe operating condition. The unit should be delivered without decals.

NOTE: Acceptance of this machine shall be contingent upon the delivery conditions as stated above.

BASIS OF AWARD

The basis of award for this quote shall be the lower quoter meeting specifications.

REQUIRED SUBMITTAL

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

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.

GENERAL INFORMATION

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.

The design of the mechanical members shall be such that the stress imposed through normal shock loads at maximum engine torque shall not cause rupture of permanent deformation or undue wear on any member.

Quoters shall be prepared to give a complete demonstration of the merits of the equipment offered as directed by Lee County. The unit(s) demonstrated shall be complete as offered by the vendor for this quote.

ADDITIONAL REQUIREMENTS

Training is required and shall include a minimum of eight (8) hours of operator/mechanic orientation/safety/basic maintenance. This training will take place at the Lee County Fleet Management facility.

Three (3) sets of keys shall be provided.

Two (2) complete sets of manuals (CD format is acceptable) shall be provided for troubleshooting. The text shall cover parts, electrical, operations and repair.

WARRANTY COVERAGE

In the space provided on Attachment B, please detail the standard warranty coverage(s) that come with the quoted equipment. Specific components and length of coverage on each should be explained.

OPTION A – EXTENDED WARRANTIES

In the space provided on the Proposal Quote Form, please list the extended warranty coverage(s) available for this equipment and the price(s) for each. Please include literature that details the extended warranty coverage(s) with your quote.

**Recommended Specifications
For 25 Ton Rear Mounted Truck Crane**

1.0 General Design Requirements

- 1.1 Provide a quality unit with consideration for good workmanship and with special attention to items such as welds, paint and plumbing. All safety equipment such as decals, guards, steps, ladders, grab handles, covers, etc. shall be provided based on OSHA safety standards, National Highway Traffic Safety Administration, Florida Department of Transportation standards and should be included in the price. Unit should also meet ANSI B30.5 specs for mobile and locomotive cranes.
- 1.2 Provide separate threaded automotive type grease fittings with remote greasing capabilities and positive lubrication of each pivot point that requires lubrication. The crane shall be fully lubricated before delivery to Lee County Fleet Management.
- 1.3 All hydraulic lines and hoses are to be installed in bundles and routed as straight as possible and secured in a manner to minimize wear and rubbing, where they must pass around solid objects such as the frame, body and brackets are to be protected by hose sheathing, which has braided material to resist the protrusion of sharp objects. All areas that require this protection are to be minimized.
- 1.4 Complete truck weight must not exceed 85% of the rated axle capacity on the front axle and 80% of the rated axle capacity on the rear axle. This allowance to be with a full fuel tank and a 200 lb. driver. A DOT weight slip must to be provided upon to delivery.
- 1.5 Any exhaust relocation shall provide maximum ground clearance. Galvanized or stainless steel exhaust extensions may be used as necessary. Flexible tubing & welding of exhaust tubing is not acceptable. Use formed tubing and assemble with clamps. Provide flexible attachments as required.
- 1.6 The battery ground strap must be removed when welding on the vehicle to prevent damage to the chassis electrical system. Welding ground is to be placed as close to the

welding point as possible to prevent any electrical surge through the chassis electronic components. Chassis must be completely protected from welding slag with special attention to windows and interior.

- 1.7 Electrical wiring shall be routed in looms and rubber grommets shall be used to protect the wiring where it passes through bulkhead compartments, etc. The use of scotch locks is not acceptable.
- 1.8 Travel height shall not exceed 13'6" based on a 39" chassis height.
- 1.9 Placards are to be provided for all controls, gauges, test ports, etc.
- 1.10 2" wide retro-reflective tape shall be installed on the rear bumper of the crane and around the complete unit or truck in a U pattern.
- 1.11 Unit shall meet all current ANSI B30.5 specifications for mobile cranes. (3/29/2003)

2.0 Crane

- 2.1 The crane shall be a rear mounted telescoping boom with a capacity of 25 tons at a 5' radius with all booms retracted. Crane shall be capable of handling a load of 360 degrees with no decrease in rating of the crane over the front or side. Crane shall rotate a minimum of 370 degrees from stop to stop and be non-continuous rotation.
- 2.2 Crane boom shall be 4 sections, preferably 5-sided telescopic type with high density nylon wear pads that are replaceable without removing any of the boom sections. Crane boom tip will be capable of accepting optional items such as jibs and work platforms.
- 2.3 Crane to be mounted to manufacturer's recommendation with the boom facing the front for road travel. A tie down strap will be provided to anchor crane block.
- 2.4 Boom tip height to be minimum of 102'. Cable sheaves shall be Moly (special hard plastic) in design and have a minimum of 3 sheaves on the lower sheave section to facilitate multi parting of the crane's cable.

- 2.5 All crane functions to be hydraulically operated. All hydraulic cylinders and systems will have pilot operated holding valves either integral or port mounted. Hydraulic joystick control is required.
- 2.6 Rear outriggers shall be out and down in design with a maximum of a 22' extension. Aluminum outrigger pads will be removable and have a minimum of 16" diameter. Independent controls shall be located at the rear of the crane accessible from ground level. Controls shall include hydraulic controls for the vertical outrigger and an electrical waterproof switch to operate the horizontal beam. Outrigger controls will include an override switch in case of emergency use. Storage for rear outrigger pads must be provided when not in use.
- 2.7 Front outriggers shall be out and down in design with a maximum of 17'6" extension. Independent controls shall be located at the rear of the crane accessible from ground level. Controls shall include hydraulic controls for the vertical outrigger and an electrical waterproof switch to operate the horizontal beam. Storage for front outrigger pads must be provided when not in use. All outriggers will meet the stability requirements of the crane manufacturer. Outriggers should meet all ANSI B30.5 specifications for mobile cranes (3/29/2003)
- 2.8 A 4 part metal block that weighs 250 lbs. shall be provided to enable the crane to handle its full load. Hook shall have a latch and block shall act as the down haul weight. Crane cable shall be non-rotating with a minimum of 300' of 9/16" diameter.
- 2.9 A load chart shall be mounted close to the operator's controls. An electronic crane monitoring system meeting current ANSI B30.5 (3/29/2003) specifications shall also be included showing the crane's capability under load. System shall include: available load capacity, radius indicator, boom length indicator and percentage of capacity used and an Anti-2-Block system with cable reel.
- 2.10 Crane controls shall be placed at the rear of the crane with protected operator platforms housing the following controls:

- A. Air operated foot throttles on both curb and street side;
- B. Joystick crane controls (2 on each side) using the following operating system;
 - 1. Facing to the rear, the right controls will have both hoist controls and boom elevation controls on the same joystick. Winch 2-speed control will be on the top of this control lever;
 - 2. facing to the rear, the left controls will have both telescope controls and swing controls on the same joystick;
 - 3. Crane joystick controls will be mechanical. No electric over hydraulic or all electric controls will be permitted;
- C. Engine start/stop controls for truck engine;

- 2.11 A 10-micron filter will be placed on the return side of the hydraulic tank, which will be a minimum of 90 gallons in capacity.
- 2.12 Leveling instruments must be placed in clear view for the operator to be sure the vehicle is level when using outriggers. Protected bubble levels must be mounted near the locations of the joystick controls.
- 2.13 The crane hydraulic pump will be installed directly onto an air shift power take off. Power take off controls will be installed in the truck cab. The crane manufacturer will supply the hydraulic pump only and will match the requirements for the proper operation of the crane. No drive shafts operating the hydraulic pump will be allowed.

3.0 Body

- 3.1 The crane bed will have a 16' long X 8' wide body.

The body will have the capacity to carry a 12,000lb load within a 10 square foot area. The cross members will be a minimum of 6" channel on 16" centers with a 3/16" tread plate floor. The body will have tie down rails for the nylon strap systems installed under the street side the body. A 2.5" X ½" flat bar strap will be installed on the curbside of the body to anchor the strap ends used for tie downs. A 36" headboard of 3/16" formed sheet metal 72" wide shall be the front of the bed. A boom support for the crane main boom shall be properly welded and anchored to the sub frame.

- 3.2 A short ladder fixed to the body to access the bed-mounted toolboxes. Ladder shall be fixed and welded in place to the structure of the bed.

4.0 Delivery Requirements

- 4.1 Unit must be duly certified by a crane inspector before delivery to Lee County Fleet Management. This will be based on the current ANSI B30.5 specifications for mobile cranes.
- 4.2 Crane must be delivered with two (2) complete sets of manuals, electrical, hydraulic, and mechanical and operator's manuals. Manuals can either be provided in print or electronic media. Three complete sets of keys including keys for all compartments on machine will be delivered with machine.
- 4.3 Warranty will include a two-year warranty on parts and service and five (5) year warranty on structural components of crane. This warranty will go into effect the first day of the cranes operation with Lee County. A detailed list of all warranties must be provided; any other extended warranties on components will be provided on a price sheet as possible options.
- 4.4 Training schedules will be arranged for both mechanics and crane operators duration eight (8) hours total. Cranes hydraulic and mechanical abilities will be explained and service of the various components.
- 4.5 A minimum of eight (8) hours must be included for both mechanics and crane operators. The crane's hydraulic

and mechanical abilities and service of the various components will be explained.

- 4.6 Successful bidder will demonstrate a history of sales & installations of truck mounted cranes and be prepared to offer up to 10 customers in the business as proof in the last 4 years. Any dealer offering equipment must be able to provide complete warranty service within 200 miles of Lee County.
- 4.7 Successful dealer will offer any type of optional items needed to better make use of this crane. A complete list will be included in the bid package.
- 4.8 Training schedule should be established with Mr. Danny Brashear Shop Superintendent Lee County Fleet Management 2955 Van Buren Street, Ft Myers, Florida. Telephone number 239-338-3233.
- 4.9 Terex Stinger Crane RM 4792 pricing will include installation on a new International 7400 SBA 6x4, truck will be provided by Lee County Fleet Management. Truck will be dropped shipped to your location.

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.

ATTACHMENT B – WARRANTY COVERAGE DETAILS

MAJOR CONTRACT - where unusual hazards exist, or where contracts which exceed three-hundred-sixty-five (365) calendar days in duration, or where the project costs exceed \$500,000.

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:

\$1,000,000 per accident
\$1,000,000 disease limit
\$1,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 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:

\$1,000,000 bodily injury per person (BI)
\$3,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$3,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance 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 the 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 policies.***
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.

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
3434 Hancock Bridge Pkwy #307
N. Ft. Myers, FL 33903

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

Quote Number
Opening Date and/or Receiving Date

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

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

___ Do not offer this product ___ Insufficient time to respond.

___ Unable to meet specifications (why)

___ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT 5

Lee County Fleet Management
2955 Van Buren Street
Ft. Myers, FL 33916
Phone - (239-) 338-3239
Fax - (239) 338-3234

03 AUG 26 AM 10: 57

Memorandum

To: Janet Sheehan, Purchasing Director
From: Marilyn L. Rawlings Fleet Manager *MR*
Date: 8/21/2003
Re: Prepare a Blue Sheet for the purchase of one Terex Stinger Model RM5092, rear mounted crane.

Please prepare a Blue Sheet for the purchase one Terex Stinger Model RM5092, rear mounted crane for the Department of Utilities.

ACTION REQUESTED:

Approve the purchase of one (1) new Terex Stinger Model RM5092, rear mounted crane for the Department of Utilities from Hydraulic Machinery, Inc., at the price given in the formal Quote # Q - 030642 in the amount of \$ 94,958.00. Hydraulic Machinery was the lowest quoter meeting all the specifications.

WHY ACTION IS NECESSARY:

Board approval is required as this expenditure will exceed \$50,000.00.

WHAT ACTION ACCOMPLISHES:

The Terex Stinger Model RM5092, rear mounted crane will provide the Department of Utilities with one new crane that could be utilized throughout all of Lee County at the new water and waste water facilities. Normally each facility would have it's own crane. Utilities would be able to save money on the testing, certification and maintenance on each crane by utilizing this one crane truck.

Funds for this purchase are available from account string # OD 53614 48700.506430.

03 AUG 26 AM 10: 58

MEMORANDUM
FROM
THE DIVISION OF PURCHASING

2003 SEP -9 PM 2:27
RECEIVED BY
LEE CO. ATTORNEY

DATE: SEPT 3, 2003

TO: MARILYN RAWLINGS
FLEET MANAGER

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20031053

PROJECT: One (1) Rear Mount Crane

TYPE: Formal Quotation

AWARDED TO: Hydraulic Machinery, Inc.

Attn. Ms. Rawlings – When you have finished your review of this package, please forward it to Rick Diaz, Utilities Department.

Attn. Mr. Diaz – When you have finished your review of this package, please forward it to Kristie Kroslack in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Patti Armbruster at 689-7385.

SEP 5 2003