

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

Blue Sheet No. 20030177

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of the following project for the Department of Transportation: # PB030307, the purchase of one (1) new LeeBoy 685 motor grader from L.B. Smith, Inc. at a price of \$84,384.00 via a piggyback of the City of Punta Gorda's Formal Bid #F02043-EQ.

WHY ACTION IS NECESSARY: Section 11.0.3.1 of the Lee County Purchasing and Payment Procedures Manual exempts "the purchase of equipment that has gone through the Administrative Code Procedure, such as State Contracts or Federal General Services Administration Schedules, providing the purchase, rental, or lease amount does not exceed \$50,000.00." As this expenditure will exceed \$50,000.00, Board approval is required.

WHAT ACTION ACCOMPLISHES: This purchase allows Lee County DOT to replace an aging motor grader (#019412); which has met Fleet Management's replacement criteria for maximum age and maintenance costs.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C9A

3. MEETING DATE:

03-11-2003

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 Transportation
- C. DIVISION

BY: Scott Gilbertson, P.E., Director

7. BACKGROUND:

--BACKGROUND BEGINS ON PAGE TWO--

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>Mrawle 2/12/03</i>	<i>Scott Sheehan 3-10-03</i>	<i>N/A</i>	<i>RKH</i>	<i>[Signature] 2/17/03</i>	OA <i>RK 2/17</i>	OM <i>[Signature] 2/17/03</i>	Risk <i>[Signature] 2/17/03</i>	GC <i>[Signature] 2/17/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>2/17/03</i>
Time: <i>2:00 pm</i>
Forwarded To: <i>Budget 2/17/03 2:25 pm</i>

RECEIVED BY COUNTY ADMIN. <i>[Signature]</i>
<i>2-17-03</i>
<i>3:40</i>
COUNTY ADMIN. REFERRED TO: <i>BH</i>
<i>2/18 5:00</i>

--BACKGROUND CONTINUED FROM PAGE ONE--

On January 13, 2003, the Division of Purchasing received a request from the Department of Transportation, and the Division of Fleet Management to obtain BOCC approval for the purchase of one (1) new LeeBoy 685 motor grader from L.B. Smith, Inc. at a price of \$84,384.00 via a piggyback of the City of Punta Gorda's Formal Bid #F02043-EQ.

Section 10.1, "Piggybacking" of the Lee County Purchasing & Payment Procedures Manual allows Lee County to utilize the quotes/bids/contracts of other governmental entities as long as the procurement has gone through their competitive quoting/bidding process.

Purchasing Services and Fleet Management have reviewed and verified both the specifications used and the award information. In addition, permission has been received from the City of Punta Gorda and L.B. Smith, Inc. to utilize the contract.

Section 11.0.3.1 of the Lee County Purchasing and Payment Procedures Manual exempts "the purchase of equipment that has gone through the Administrative Code Procedure, such as State Contracts or Federal General Services Administration Schedules, providing the purchase, rental, or lease amount does not exceed \$50,000.00." As this expenditure will exceed \$50,000.00, Board approval is required.

Therefore, Board approval is requested for the purchase of one (1) new LeeBoy 685 motor grader from L.B. Smith, Inc. at a price of \$84,384.00 via a piggyback of the City of Punta Gorda's Formal Bid #F02043-EQ.

Account #PC5410117500.506430

- ATTACHMENTS:
- (1) Department Request for Purchase
 - (2) City of Punta Gorda's Tabulation Sheet
 - (3) Punta Gorda's Specifications/L.B. Smith, Inc.'s Quoted Pricing
 - (4) Punta Gorda's Recommendation of Award
 - (5) Authorization to Piggyback from Punta Gorda
 - (6) Authorization to Piggyback from L.B. Smith, Inc.
 - (7) Repair History of Equipment Being Replaced



LEE COUNTY

DIVISION OF FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director
From: Marilyn Rawlings, Fleet Manager *MR*
Date: 1/13/2003
Re: Blue Sheet for the purchase of (1) LeeBoy 685 Motor Grader

Please prepare a blue sheet for the piggyback of Quote #F02043-EQ from the City of Punta Gorda for the purchase of one LeeBoy 685 Motor Grader.

ACTION REQUESTED:

Approve the piggyback of the City of Punta Gorda's bid #F02043-EQ for the purchase of one LeeBoy 685 Motor Grader from L.B. Smith, Inc of Fort Myers Florida in the amount of \$84,384.

WHY ACTION IS NECESSARY:

Section 11.0.3.1 of the Lee County Purchasing and Payment Procedures Manual exempts "the purchase of equipment that has gone through the Administrative Code Procedure, such as State Contracts or Federal General Services Administration Schedules, providing the purchase, rental, or lease amount does not exceed \$50,000." As this expenditure will exceed \$50,000, Board approval is necessary.

WHAT ACTION ACCOMPLISHES:

Approving of this piggyback will allow Lee County to eliminate an additional bidding process and will expedite delivery of the equipment.

BACKGROUND:

Lee County Fleet Management received a request from Department of Transportation to replace the aging motor grader (#019412). An identical motor grader was competitively bid and purchased by City of Punta Gorda on July 15, 2002. This piece of equipment has met Fleet's replacement criteria in the following areas of maximum age and high maintenance costs.

This motor grader will provide road maintenance in the edge-of-pavement shoulder repairs, drop-off repairs and right-of-way maintenance for Department of Transportation Operations.

(See attachments). Account String to be charged is PC 5410117500506430.

Please find all supporting documentation attached.

Cc: Donat Lawes

03 JAN 15 PM 12:35

\$75,000

LEE COUNTY GOVERNMENT, DIVISION OF FLEET MANAGEMENT
EQUIPMENT AND VEHICLE REQUEST FORM
(PLEASE PRINT OR TYPE)

575-3671

1. DEPARTMENT/DIVISION: (name) LEE CO. DOT OPERATIONS
(number) _____

2. REQUESTED BY: (print) CARRIE JOHNSTON PHONE #: 941-6943334

3. IS THIS A REPLACEMENT EQUIPMENT OR VEHICLE? [X] YES [] NO
If yes: Asset #: 19412 Yr: 1991 Make: DRESSER Model: 830 Meter: 5292

4. WHAT TYPE OF EQUIPMENT OR VEHICLE ARE YOU REQUESTING?

Select all appropriate boxes:

- Sedan
- Station Wagon
- Sport Util Veh
- Pickup Truck
- Cab & Chassis
- Van
- Other
- Mid-Size
- Full-Size
- Regular Cab
- Extended Cab
- Crew Cab
- 2 Wheel Drive
- 4 Wheel Drive^B
- 1/4 Ton
- 1/2 Ton
- 3/4 Ton
- 1 Ton
- Class 6
- Class 7
- Class 8
- 2 Door
- 3 Door L-Side
- 3 Door R-Side
- 4 Door
- Utility Body^A
- Flat Bed^A
- Dump Truck^A
- Cargo
- 7 Passenger
- 12 Passenger
- 15 Passenger
- Sliding Door
- Swing Door
- Single RW
- Gasoline
- Diesel
- 4 Cylinder
- 6 Cylinder
- 8 Cylinder
- 10 Cylinder
- Dual RW

Additional description for vehicles or equipment: 685B LEE BOY GRADER

^B Please provide detailed justification on separate sheet.

5. WHAT, IF ANY, SPECIAL OPTIONS OR ACCESSORIES ARE REQUIRED? Please check all appropriate options below and list any additional options on the lines below: i.e. lift gates, 50' telescopic boom, emergency lighting package, light-bar, 60" hydraulic rotary mower, etc. Please attach brochures if applicable:

ALL COUNTY VEHICLES ARE ORDERED WITH FOLLOWING STANDARD OPTIONS: Air Conditioning, AM/FM Radio, Automatic Transmission, Rear Anti-Lock Brakes.

- AM/FM/Cassette
- Arrow Board^A
- Long Bed
- Short Bed
- Bed Liner
- Strobe Light
- Floor - Carpet
- Floor - Rubber
- Limited Slip
- Power Win/Locks
- Seats - Cloth
- Seats - Vinyl
- Trailer Hitch Receiver
- Tires - All Terrain
- Tow Package
- Windows - Tinted

110 HP TURBO ENGINE, TANDEM DR., 10 FT SLIDING MOLD BOARD, ELECTRONIC GAUGE ^{PACKS}

FAIL SAFE BRAKING, 2 SPEED HYDROSTATIC TRAN. VANDALISM PROTECTION PACKAGE,
AUTOMATIC ENGINE SHUTDOWN SYSTEM FULLY ENCLOSED AIR COND. CAB.

6. WHAT WILL BE THE PRIMARY USE OF THE NEW EQUIPMENT OR VEHICLE? MAINTAIN
ROAD SHOULDERS, ROADS AND RIGHT OF WAYS
THROUGHOUT LEE COUNTY

^A Specify Dimensions or Model 685B LEE BOY
(used by Charlotte County)

4 inch 3.5
height: 5.4
age: 47
13.7
MS

**LEE COUNTY GOVERNMENT, DIVISION OF FLEET MANAGEMENT
EQUIPMENT AND VEHICLE REQUEST FORM**
(PLEASE PRINT OR TYPE)

7. FUNDING SOURCE:

Vehicle Replacement Fund

Capital, Please Specify Account String PC 5410117500 - 506430

Other, Please Specify Account String _____

If needed, please provide additional account strings: _____

8. WE ARE AUTHORIZING A PURCHASE NOT TO EXCEED: \$ 75,000

<u>Bobby Faust</u> REQUESTED BY	<u>10/22/02</u> DATE	_____ 1 ST LEVEL APPROVAL	_____ DATE
<u>[Signature]</u> 2 ND LEVEL APPROVAL	<u>10-22-2002</u> DATE	<u>[Signature]</u> DIVISION DIRECTOR	<u>10/25/02</u> DATE

Option 1: QUOTES AND REQUISITION. This option authorizes Fleet Management to obtain quotes and authorizes Fleet Management to issue a requisition using the account string(s) provided above.

Option 2: VEHICLE REPLACEMENT FUND PURCHASES. This option authorizes Fleet Management to obtain quotes and authorizes Fleet Management to purchase the equipment or vehicle using motor pool funds (formerly known as surcharge funds).

<u>[Signature]</u> DEPARTMENT DIRECTOR	<u>10/28/02</u> DATE
<u>[Signature]</u> * COUNTY MANAGER / DESIGNEE	<u>10-29-02</u> DATE

* REQUIRED FOR ALL PURCHASES BETWEEN \$ 25,000 - \$50,000.

SUBMIT THIS COMPLETED FORM TO FLEET MANAGEMENT

<input checked="" type="checkbox"/> RECOMMENDED	<input type="checkbox"/> N.R.A.T.T.	<u>[Signature]</u> FLEET ACQUISITION SPECIALIST	<u>11-15-02</u> DATE
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DECLINED	<u>[Signature]</u> FLEET MANAGER	<u>1/13/03</u> DATE

**SIG
HE**

		CREELE TRACTOR		KELLY TRACTOR		L. B SMITH		LINDER		MD MOODY		NORTRAX		
ITEM NO	DESCRIPTION	QTY	UOM	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
2. BID SCHEDULE														
2.1	2002 MOTOR GRADER	1	EA	\$ 94,838.00	NO BID	\$ 84,384.00	NO BID	NO BID	NO BID	NO BID	NO BID	\$ 74,788.00		
				NEW HOLLAND RG100		LEEBOY #885						PSI MG818		
2.4	2002 LOADER	1	EA	\$ 127,083.00	\$ 102,228.00	\$ 106,400.00	\$ 92,053.00	\$ 92,300.00	\$ 92,300.00	\$ 92,300.00	\$ 92,300.00	\$ 96,250.00		
				NEW HOLLAND LW110	CATERPILLAR 924GZ	VOI.VO L7DD	KOMATSU WA180-3	HYUNDAI HL740	JOHN DEERE 444H					
TOTAL UNIT PRICE #2.3 & 2.4				\$ 221,921.00	\$ 102,228.00	\$ 190,784.00	\$ 92,053.00	\$ 92,300.00	\$ 92,300.00	\$ 92,300.00	\$ 92,300.00	\$ 171,048.00		
OPTIONAL: WARRANTY														
2.5	GRADER	1	YR	\$ 1,159.00	NO BID	INCLUDED	NO BID	NO BID	NO BID	NO BID	NO BID	NO CHARGE		
2.6	LOADER	1	YR	\$ 1,130.00	\$ 2,315.00	INCLUDED	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00		
TOTAL UNIT PRICE #2.5 & 2.6				\$ 2,289.00	\$ 2,315.00	\$ -	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00		
OPTIONAL: TRADE IN														
2.7	GRADER			\$ 11,000.00	\$ 5,900.00	\$ 10,000.00	\$ 9,000.00	NO BID	NO BID	NO BID	NO BID	\$ 8,000.00		
2.8	LOADER			\$ 17,000.00	\$ 13,900.00	\$ 20,000.00	\$ 15,000.00	NO BID	NO BID	NO BID	NO BID	\$ 16,000.00		
TOTAL TRADE IN OFFER 2.7 & 2.8				\$ 28,000.00	\$ 19,800.00	\$ 30,000.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,000.00	
DELIVERY SCHEDULE:														
GRADER				30-60 DAYS	N/A	60 DAYS	N/A	N/A	N/A	N/A	N/A	45 DAYS		
LOADER				30-60 DAYS	56 DAYS	60 DAYS	90 DAYS	90 DAYS	45 DAYS	45 DAYS	45 DAYS	60 DAYS		
VARIANCES														
GRADER:				NONE	SEE ATTACHMENT	NONE LISTED	SEE VARIANCES	SEE VARIANCES	SEE VARIANCES	SEE VARIANCES	SEE VARIANCES	SEE VARIANCES	SEE VARIANCES	
SEE ATTACHED SPEC SHEET					-RPM/HP does not meet minimum specs 18.15 (Cat 18.85)	-Bucket cap not = +hydraulic system not equal	-Bucket cap not = -Tires not as specified	-Bucket cap not = -Tires not as specified	-accessibility to for maint & entry not equal	-accessibility to for maint & entry not equal	-accessibility to for maint & entry not equal	-accessibility to for maint & entry not equal	GRADER -scraper in different location -muff board does not move back and forth	
LOADER SEE ATTACHED												LOADER - 122 HP - not equal - 4 cyl - not equal		
-110 HP - not equal														

→ Did not meet specs see attached

ATTACHMENT #2

B123456789 P.01
10
F001
B1 02-2003 04-02-01

BID #F02043-EQ-GRADER-LOADER

Opened by: MARY KELLYDescription: MOTOR GRADER & WHEEL
LOADERVerified by: TELA THOMPSON

Opening Date: APRIL 18, 2002

Attended Opening: MARIAN DAY

Time: 3:00 P.M.

OR AS SOON THEREAFTER

Page 1 of 1

FIRM	BID REC'D DATE & TIME	Total Unit Price Section 3 (3.1 & 3.2)	Total Unit Price Section 3 (3.3 & 3.4)	Total Unit Price Section 3 (3.5 & 3.6)	NO Addenda to Acknowledge	ATTENDED BID OPENING
Linder Industrial Machinery Company 2201 Rockfill Road Fort Myers, FL 33916	04/18/02 2:30 pm	\$92,053	\$1,000	\$24,000		Heath Draper
W.E. Johnson Equipment Co. 2310 Rockfill Road SE Fort Myers, FL 33916- 4820	04/16/02 11:25 am	NO BID				
L.B. Smith, Inc. 2320 Bruner Lane SE Fort Myers, FL 33912	04/16/02 11:25 am	\$190,784	\$0	\$30,000		James Terrill III
Nortrax A John Deere Retailer 4343 NW 76 th Avenue Miami, FL 33166	04/18/02 1:40 pm	\$171,046	\$750	\$24,000		Eny Sanchez
M.D. Moody & Sons, Inc. 1901 Benchmark Ave. Fort Myers, FL 33905	04/18/02 2:02 pm	\$92,300	\$2,000	NO BID		Rich Cochran
Ringhaver P.O. Box 30169 Tampa, FL 33630-3619	04/18/02 11:05 am	NO BID				
Kelly Tractor Co. 8241 Pascal Drive Punta Gorda, FL 33950- 4727	04/18/02 2:29 pm	\$102,226	\$2,315	\$19,800		Gary Anderson
Creel Tractor Company 3771 Palm Beach Blvd. Fort Myers, FL 33916	04/18/02 2:28 pm	\$221,921	\$2,269	\$28,000		Norm NoPresti

****OFFERS FROM THE VENDORS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY ARE HEREBY REJECTED AS LATE.**

CITY OF PUNTA GORDA
PUBLIC WORKS DEPARTMENT

I N T E R O F F I C E M E M O

TO: Marian Day, Procurement Manager
FROM: Bob Craig, Right-of-Way Supervisor *BL*
DATE: May 13, 2002
SUBJECT: Justification for Caterpillar Loader 924 GZ and
Lee Boy 685 Motor Grader

LOADER

- 1. HYUNDA HL-740-3 LOADER - Does not meet bid specs.
 - A. Bid. #31.3 has 2 valve not 3. Specified Caterpillar does.
 - B. 38.3 steering wheel pivot is in floor.
 - C. 8.6 no storage for operator convenience
- 2. KOMATSU WA-180-3 - Does not meet bid specs.
 - A. No extended warranty - Caterpillar does
 - B. No variance listed. Bucket does not meet specification. Hydraulic system does not meet specs. Caterpillar does meet bid specification for TI-924 GZ Caterpillar loader.
- 3. JOHN DEERE 444H - Does not meet bid specifications.
 - A. Bid #31.4 John Deere bid 4 cylinder motor, 110 horsepower. Bid requested 6 cylinder, 122 horsepower. Caterpillar 924.GZ meets bid specifications.

GRADER

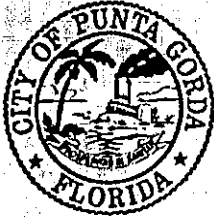
- 1. PSI MG618 does not meet bid specifications
 - A. Bid 21.5 scarifier mounted to front - bid specs call for center mount.
 - 21.8 Planetary Reduction Hydrostatic Drive
 - Lee Boy full hydrostatic meets bid specs
 - No front grading blade
 - No moldboard side shift
 - Lee Boy grader 685 is equipped with both

MEMO.MD/PW.BC

02 MAY 15 AM 9:22

PURCHASING

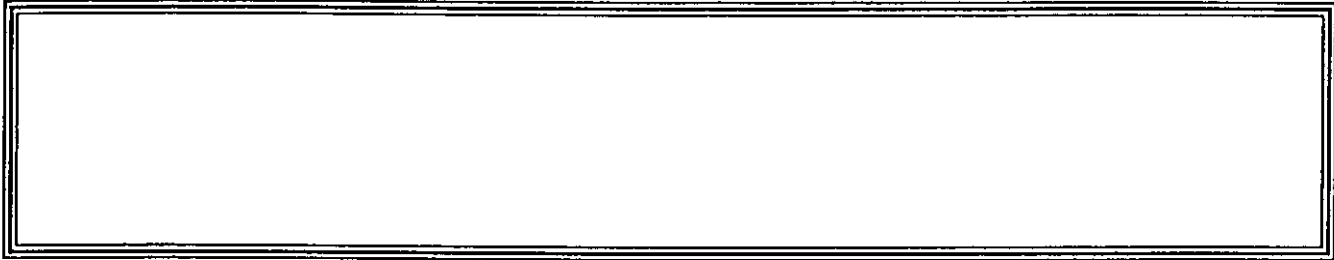
CITY OF PUNTA GORDA, FLORIDA



INVITATION TO BID

PHONE: (941) 575-3351
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950



RE: FORMAL BID #F02043-EQ-GRADER-LOADER/0916

Dear Sir/Madam:

The City of Punta Gorda is accepting sealed Formal Bids to "PROVIDE TWO (2) SEPERATE PIECES OF EQUIPMENT, MODEL YEAR 2002: ITEM #1 - PROVIDE A 110 HORSEPOWER, LEEBOY 685 MOTORGRADER OR EQUAL. ITEM #2 - PROVIDE A WHEEL LOADER, CATERPILLER #924GZ OR EQUAL. " We invite you to respond. This Bid will open on **APRIL 18, 2002 at 3:00 p.m., or soon thereafter**, in the City Hall Council Chambers, 326 W. Marion Avenue, Punta Gorda, Florida. For information regarding this bid, please contact the Procurement Division at (941) 575-3376.

ALL BID RESPONSES MUST BE MAILED/DELIVERED to the City of Punta Gorda, City Clerks Office, 326 W. Marion Avenue, Punta Gorda, Florida, 33950; NO LATER THAN APRIL 18, 2002, 3:00 P.M. Submittal must also be time/date stamped, by the City Clerk's Office, prior to the above date and time.

PREVIEWING TRADE-IN EQUIPMENT - bidders where necessary shall make all investigations to familiarize herself/himself regarding the proposed trade-in loader and grader or any other pertinent data as required by bid conditions. No pleas of ignorance by the bidder of conditions that exist as a result of failure to make required inspections shall be acceptable. Contact Mr. Bob Craig, Right-of-Way Supervisor, Public Works, 941-575-5050 for an appointment to view the equipment. Acceptance of the **OPTIONAL** trade-in offers shall be at the sole discretion of the City.

Thank you for your interest in the City of Punta Gorda.

Sincerely,
CITY OF PUNTA GORDA

Tela A. Thompson
Technical Specifications Writer

****THE CITY WILL NOT ACCEPT ON-LINE OR FACSIMILE BID SUBMISSIONS****

City of Punta Gorda
Invitation for Bid
Bidder's Checklist

REQUIRED SUBMITTAL for Formal Sealed Bid #F02043-EQ-GRADER-LOADER/0916

PROPOSAL WILL NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and/or submitted with your proposal.

Has your company completed the following: (Please indicate by an "X" in the box)

- Complete Bid Offer (original) with an original manual signature, and one (1) copy inclusive of two (2) sets of descriptive literature, brochures and/or supporting data. The Bid Offer consists of : 1) Bid Certification, 2) Compliance with Bid Package, 3) Comments and Variances, 4) References, 5) Cost Proposal, 6) Public Entity Crime Information, 7) Drug Free Workplace, 8) Indemnification/Hold Harmless
- Bid *must be sealed in an envelope* with the bid number and time and date of opening on the front of the envelope.
- Acknowledge in the bid any and all addenda issued or manually sign each addendum sheet and submit it with your proposals.
- Erasures or other descriptive literature, brochures, and/or data must be initialed by the person signing the bid.
- No Bid Response sheet (if applicable).
Not Applicable.
- If you desire a copy of the bid tabulation, include a Self-Addressed, Stamped Envelope for a bid tabulation to be mailed.
- Other: Attachment page to Bid page 19, Section 3 - Comments & Variances,
A. General Terms & Conditions.

*******BID RESPONSE WILL NOT BE ACCEPTED
ON-LINE OR BY FACSIMILE*******

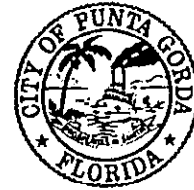


SUBMIT BID TO:

CITY OF PUNTA GORDA, FLORIDA

City of Punta Gorda
City Clerk
Punta Gorda, Florida 33950

GENERAL CONDITIONS PART I



THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF PUNTA GORDA. THE CITY OF PUNTA GORDA MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1. DEFINED TERMS

Terms used in these General Conditions are defined and have the meanings assigned to them. The term "Bidder" means one that submits a bid directly to CITY, as distinct from a sub-bidder, who submits a bid to the Bidder. The term "Successful Bidder" means the lowest responsive, responsible Bidder to whom CITY (on the basis of CITY's evaluation) makes an award. The term "CITY" refers to the CITY of PUNTA GORDA, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, General Conditions, Special Conditions, the Bid Form, Non-Collusive Affidavit, Public Entity information, Certificate(s) of Insurance if required, Payment and Performance Bonds if required, Corporate Resolution, Bid Security if required, and proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

Complete sets of Bid Documents must be used in preparing bids; the CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 No bid will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible or unreliable by the CITY.
- 3.2 As a part of the Bid evaluation process, CITY may conduct a background investigation including a record check by the PUNTA GORDA Police Department, Bidder's submission of a Bid constitutes acknowledgement of the process and consent to such investigation. CITY shall be the sole judge in determining Bidder's qualifications.

4. EXAMINATION OF BID DOCUMENTS

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Bid documents thoroughly; (b) consider federal, state and local tax laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the Bid Documents; and d) notify CITY'S Procurement Division of all conflicts, errors, and discrepancies in the Bid documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section 4, that without exception the Bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

5. SUBMITTING BID

- 5.1 Bids shall be returned in a sealed envelope addressed, with the label provided, to the City Clerk's Office, City Hall, 326 W. Marion Avenue, Punta Gorda, Florida, 33950, with your return address in the upper left corner and the bid number, title, opening time and date in the lower left corner. **THE CITY WILL NOT ACCEPT ON-LINE OR FACSIMILE SUBMISSIONS.**
- 5.2 Responsibility for getting this bid to the City on or before the specified time and date is solely and strictly that of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Offers by telephone, telegram, facsimile machines, ect. will not be acceptable. Bids must be received and stamped on the outside of the envelope with the time and date, at the City Clerk's Office before the hour and date specified for opening.



5.3 Bids received after the specified time and date will not be accepted or considered. All bids received by the time and date so specified shall be opened and read aloud within the Council Chambers at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Procurement Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend. Your return proposal shall consist of each page of Bid Offer as received and, where and when required, all informational data annotated.

5.4 All interested firms are required to submit one (1) original and one (1) copy of their completed Bid Offer and two (2) complete sets of literature/brochures, if applicable.

5.5 LATE BIDS – Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

6. ACCEPTABLE BID

For your proposal to be acceptable, all blank spaces must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification form.

7. NO BID

A respondent who is on the bid mailing list, but who decides not to submit a bid, must still respond by returning only the "NO BID" response form, marking it "NO BID" and explaining the reason in the space provided. Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the bid mailing list. NOTE: To qualify as a response, a bidder must submit the NO BID Response Form marked "NO BID" and explain the reason for the "NO BID". The form must have a manual signature and company name, and must be received as per the paragraph named "SUBMITTING BID".

8. BID TABULATIONS

Sealed bids/proposals are not public records, subject to the provisions of 119.03(m) and 120.57(3)(a) F.S., until such time as notice of a decision or intended decision is provided, or within ten (10) days after bid/proposal opening, whichever is earlier. A copy of the bid tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope.

9. BIDDER REGISTRATION

Bidders who obtain bid documents from other sources must officially register with the City's Procurement Division in order to be placed on the mailing list for any forthcoming addendum or other official communications. Failure to register as a prospective Bidder may cause your submittal to be rejected as non-responsive if you have failed to submit a response without an addendum acknowledgement of the most current addendum.

10. INTERPRETATION OF BIDDING DOCUMENT - ADDENDUMS

If there is any doubt as to the true meaning of these specifications, such inquiries regarding items or areas of the bid documents shall be directed to the Purchasing Agent in written form at the address stated in paragraph "SUBMITTING BID", for receipt no later than ten (10) working days prior to the bid opening. Inquiries must reference the date of bid opening, and bid number. Failure to comply with this condition shall result in the bidder waiving his/her right to dispute the bid specifications.

Any change to this bid shall be made by an addendum duly issued to each vendor in receipt of the original bid package. Receipt of such an addendum must be so noted on or within your bid response.

11. RESERVED RIGHTS – SPLIT BIDS

The City reserves the right to split bids, to waive formalities in any bid, and to reject any or all bids in whole or in part, with or without cause and/or to accept the bid that in its judgement will be for the best interest of the City. The City specifically reserves the right to reject any conditional bid and will normally reject those, which make it impossible to determine the true amount of the bid.

12. ALTERNATE BIDS

Alternate bids will not be accepted.

13. TIE BIDS

Wherein all factors are equal with respect to price, quality and delivery, in addition to the Drug Free Workplace Affidavit, the following will be taken into consideration: Commodities manufactured in this State shall take precedence; or by using the number of valid complaints on file of the vendor/contractor; or a foreign manufacturer with a factory within the State of Florida employing over 200 employees shall take precedence over any foreign manufacturer; or a minority owned firm; award the contract to the identical bidder closest to the point of delivery. In the event that none of the above is applicable, reject all bids and rebid promptly. (Ref: Florida Administrative Code, Chapter 13A 1.11 and the Florida State Statutes, Chapter 287.057)

14. BID DATA

Bidders shall furnish complete and detailed Bid Data as specified within the bid package. Bids furnished without data, or incomplete submissions may be rejected at the discretion of the City of Punta Gorda. Exceptions to the requirements, if any, shall be noted in complete detail. Failure by the bidder to detail each exception to a bid or requirement results in the bidder being required to meet each specification or requirement exactly as stated.



15. MISTAKES BY BIDDER

- 15.1 In the event of any errors, which have been corrected in the preparation of your proposal, such errors must be initialed and dated by the official/representative signing the bid. Lack of such validation shall be just cause for non-acceptance of bids where it is not clear when or how the correction was made.
- 15.2 Within the cost proposal section, unit prices must be shown. In the event of an error in the extension of a price, the unit price shall prevail.

16. SPECIAL TAXES/FRIEGHT

Your cost proposal shall include any freight, handling, delivery, surcharges or other incidental charges. The City of Punta Gorda is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

17. PROPOSAL WITHDRAWAL

All bids will remain open for a period of at least ninety (90) days after the date and hour set for the opening of bids. No bidder may withdraw his/her proposal during this ninety (90) day period. The City may, in their sole discretion, release any Bid and return the Bid Security prior to that date.

18. AWARD OF BID

- 18.1 The award shall be let to the lowest responsive responsible bidder who fulfills all criteria of specifications with consideration to favorable references and whose evaluation by City indicates that the award will be in the best interest of the City. Bidders are also responsible for total compliance with all other pertinent factors relating to this total bid package.
- 18.2 Simultaneously, with delivery of the executed counterparts of the Agreement to the City, the Bidder shall deliver to City the required Contract Security.

19. SUBSTITUTIONS

In the event the elected vendor due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the vendor will be allowed to substitute an item of equal or better quality provided:

- The product is sold at the contract price
- The City is contacted in writing in advance of the substitution
- The City retains the right to determine "equal or better quality"

If the contractor is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the contractor.

20. CANCELLATION CLAUSE

The City or the elected vendor has the right to terminate this contract and all other subsequent contracts, in full for justifiable reasons, by submission of a letter of such intent, thirty (30) days in advance during the contract period.

21. DEFAULT

With reference to default, wherein the elected firm fails to perform to the contract's terms and conditions, written notification from the City stating the nature of non-conformance which shall be remedied within a ten (10) calendar day period. If not corrected within the above time frame, the second notice shall be initiated stating that the City has taken additional procurement action in order to satisfy the balance of the contract. At this time, the firm shall be removed from the Vendor's List and shall not be eligible for award until the City has been reimbursed for all procurement costs to satisfy the base contract.

22. DELAYS AND EXCUSED PERFORMANCE

Elected firm shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the elected firm's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

23. DELIVERY

Vendors must indicate a delivery date in their bid response. Delivery time may become a basis for making an award. Failure to state delivery time may be used as a basis for rejection of bids. In the event deliveries are not made as specified to a City delivery point, the Purchasing Agent shall reserve the right to purchase any bid item from the next lowest bidder. Repetitive failure to meet deliveries shall be just cause to cancel the contract in its entirety.

24. USE OF TRADE/BRAND NAMES

When brand names, model, part numbers, and/or manufacturer's names are utilized in the context of the specifications, these are used only for description and are not a statement of preference. The item, product, or products, which differ from the brand name referenced, shall be considered if "the offered item or products meet the salient characteristics stated in the solicitation. Offers shall not be rejected because of differences which do not affect the suitability of the item or products for their intended use." Bidders are required to state exactly what they intend to furnish, and if varied from that specified, so indicate in spaces provided unless otherwise noted.

Appropriate brochures or catalogs are to be furnished and detailed information must be annotated where requested. Acceptance of any substitute item and/or commodity shall be the ultimate prerogative of the City.

These specifications are not meant to describe any particular brand, rather to establish the minimum specifications and requirements of the City of Punta Gorda, Florida for which the item is purchased.



25. QUALITY CONTROL

If it is requested, elected vendor is to initiate a thorough quality control in conjunction with each respective item listed within the specification section of the bid and any other applicable instructions before actual delivery of the item or equipment to the City.

26. QUALITY TERMS

To the extent a reasonable opportunity is available, in terms of equipment, these items to be checked out for functional operation, time required, one (1) day after receipt. The seller agrees to repair the product or to replace any malfunctioning parts, components, or assemblies at no charge to the buyer during this period. The right to reject nonconforming goods is retained for both latent and patent defects.

27. BUY AMERICAN

Items or materials built and/or constructed within North America (United States, Canada, and Mexico) which have 75% or more content considered to be domestic, (standard used by U.S. Government). An exception to the above would be when the application of such a theory would be inconvenient with the Public or City's interest with consideration of Life Cycle Costing principals or an unreasonable increase in cost

28. DRUG FREE WORKPLACE AFFIDAVIT

The City of Punta Gorda has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Punta Gorda workplace.

The City of Punta Gorda requests the attached Drug Free Workplace Affidavit to accompany your bid response. This form has been adopted by the City in accordance with the DrugFree Workplace Act. The City will not disqualify any bidder who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tie breaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

29. MATERIAL SAFETY DATA SHEET, MSDS

In compliance with Chapter 442, Florida State Statues, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET, MSDS, for any and all commodities contained in this formal bid that include a toxic substance as listed on the Florida Substance List. Elected vendor shall forward all MSDS's within 30 days of receipt of a valid purchase order to: City of Punta Gorda, Procurement Division, 326 W. Marion Avenue, Punta Gorda, Florida 33950.

30. APPLICABLE LAWS

Bidders are advised that all City contracts and/or documentation pertinent to this formal bid are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statues, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statues shall prevail as the basis for contractual obligations between in the elected vendor and the City for any terms and conditions not specifically stated within the context of this contract.

31. PUBLIC RECORD LAW

Correspondence, materials, and documents receive pursuant to Formal Bids become public records subject to the provisions of Chapter 119, Florida Statutes, subject to the right and prohibition to inspect thereunder.

32. CONFLICT OF INTEREST

No employee of an agency acting in his official capacity as a purchasing agent, or public officer acting in his official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his own agency from any business entity of which he or his spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or his spouse or child or any combination of them, has a material interest. (Defined as direct or indirect ownership of more than 5 percent of the total assets on capital stock of any business entity). Reference Paragraph 112-313(3) and 112-312(12) Florida State Statutes.

33. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Your firm shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

34. CONTRACT WORK HOURS/SAFETY STANDARDS ACT

Your firm shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).

35. SAFETY COMPLIANCE

It shall be the Contractors sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City of Punta Gorda. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.

36. CONTRACT

The City and the elected vendor agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

37. NO ASSIGNMENT OF CONTRACT

The vendor may not make any assignment of the contractual agreement between the parties, in whole or in part, without prior written authorization as may be given by the City, at its sole discretion.

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent.



INTRODUCTION
FOR
PURCHASE OF EQUIPMENT (2) ITEMS
FORMAL BID #F02043-EQ-GRADER-LOADER/0916

The documents contained with this formal bid package constitute the complete set of specifications and bid forms. All bid forms and documents must be fully executed and submitted in sealed envelopes as specified in these Special Conditions. The face of the envelope in the lower left-hand corner must state the bid number, date of opening and the time of opening. The bidder's name and address must also be stated in the top left corner of the envelope. BIDS NOT SUBMITTED ON THE CITY'S BID FORMS SHALL BE REJECTED. With a submission of a bid the bidder agrees to be subject to all terms and conditions specified herein. Upon submission of a bid response to the City's Invitation to Bid constitutes a binding offer by the bidder. Any and all bids, which do not comply with these requirements, may be rejected at the option of the City.

SCOPE: The City of Punta Gorda is requesting Sealed Formal Bids Provide two (2) separate pieces of equipment, Model Year 2002: Item #1 – Provide a 110 Horsepower, LEEBOY 685 Motorgrader or equal. Item #2 – Provide a wheel loader, Caterpillar #924GZ or equal. The instructions contained herein must be followed in order for bids to be considered responsive. The City reserves the right to reject any or all bids.

GENERAL REQUIREMENTS

The specifications contained herein are general in nature in relation technical requirements for the purchase of a new 2002, Articulated Motorgrader and a Wheel Loader. The City is providing a manufacturer and model for desired pieces of equipment, this information is to be used as a guideline of the City's minimum requirements. The items proposed must meet or exceed the specification of the manufacturer and model number provided.

Bids shall be delivered to the Office of the City Clerk, 326 W. Marion Avenue, Punta Gorda, Florida, on or before the time and date of Bid Opening, on APRIL 18, 2002 at 3:00 p.m. Bids will be opened and read in public in the City Hall Council Chambers on the date of the bid opening at 3:00 p.m., or soon thereafter.



PART II
SPECIAL CONDITIONS
PURCHASE OF EQUIPMENT (2) ITEMS
Formal Bid #F02043-EQ-GRADER-LOADER/0916

1. SPECIAL CONDITIONS

The following special conditions that may vary from the General Conditions shall have precedence.

2. DELIVERED PRICES

Your cost proposal shall be inclusive of any freight, handling, delivery, surcharges, or any other incidental charges that may be required for completing the project.

3. SHIPPING INSTRUCTIONS

Delivery of materials shall be between the hours of 8:00 a.m. – 2:30 p.m., Monday through Friday to the City's Fleet Maintenance Building at, 975 West Virginia Avenue, Punta Gorda, Florida, 33950. In the event delivery is attempted outside of the above referenced delivery time frame, the City will not be responsible for any additional expenses incurred for re-delivery. The Vendor shall contact Dave Paull, Supervisor Fleet Maintenance, at 941-575-5086, twenty-four hours (24 Hr) prior to delivery of this equipment. Vendor shall be responsible for all items covered within this contract until they are delivered and accepted at the designated delivery point. Vendor shall bear all risk on rejected or damaged items after notice of rejection. Such items must be removed by and at the expense of the vendor.

4. WARRANTY

Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City. A one (1) year warranty shall apply unless otherwise required for a longer period when and as specified in the bid specifications.

5. SERVICE OR PARTS MANUALS

Elected vendor will furnish upon delivery two (2) copies of parts and service manuals applicable to each piece of equipment.



6. INSURANCE REQUIREMENTS

The City of Punta Gorda is to be specifically included as an additional insured, with regards to General Liability and the following must also be stated on the certificate. The City of Punta Gorda shall be named as Certificate Holder.

NOTE: The Certificate Holder should also read as follows:

The City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, Florida 33950

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable. The Certificate must state the bid/quote number and title. This does not pertain to Worker's Compensation.

In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy. Unless otherwise specified, it shall be the responsibility of the elected contractor to insure that all subcontractors comply with the same insurance requirements spelled out above.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

The successful bidder, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the City Certificate of Insurance as follows:

Comprehensive General Liability - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual liability Endorsement.

Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employee Non-Ownership.

Workers Compensation - Statutory Limits

7. COMPLIANCE

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has complied with every requirement of this bid package.

8. CHANGE ORDER TO CONTRACT

8.1. *THE FOLLOWING IS A DESCRIPTION OF THE CHANGE ORDER AUTHORITY LEVELS FOR THE CITY.*



- 8.1.1. **CITY REPRESENTATIVE OR CITY PROJECT MANAGER.** *If the City has named a City Representative or Project Manager in this bid this authority will be applicable. The City representative or project manager has the authority to approve change order request in an amount up to \$750.00 and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the City representative or project manager.*
- 8.1.2. **PROCUREMENT MANAGER.** *The Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 10% of the total contract price with a maximum cap of Fifty Thousand Dollars (\$50,000), with the exception of contracts requiring City Council's sole approval for an award. The Procurement manager may authorize contract time extension in excess of five (5) days and non-monetary change, which are not considered minor, which do not result in a change in the contract amount.*
- 8.1.3. **CITY MANAGER.** *The City Manager may approve all change orders with the exception of contracts that require solely the City Council's approval or change orders or construction change orders exceeding Fifty Thousand Dollars (\$50,000).*

9. CONTRACT/BID FORMS

9.1. INK/TYPEWRITTEN

All forms forwarded with a bid proposal response must be thoroughly completed in ink or typewritten including all affidavits and response to annotated items.

9.2. BIDS SUBMITTED BY CORPORATIONS

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

9.3. BIDS SUBMITTED BY PARTNERSHIPS

Bids by partnership must be executed in the partnership name and signed by a partner, his title must appear under his/her signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

9.4. MODIFICATIONS AND WITHDRAWAL OF BIDS

Bids which may be modified or withdrawn and have been delivered to the City Clerk's Office at any time prior to the opening time and date must be altered or withdrawn by written request to the Procurement Division, 326 W. Marion Avenue, Punta Gorda, FL 33950

10. INDEMNIFICATION/HOLD HARMLESS

The elected firm shall defend, indemnify and hold the City, The City's representatives or agents and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act of omission of the elected firm, its subconsultants and their officers, directors, general accepted professional standards: any material



breach of the elected firms' representatives as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

All bidders will be required to complete the Indemnification/Hold Harmless Agreement as provided with this bid package and return the same with their bid response. Failure to complete, sign and return the required form may be just cause to deem the bid response as non-responsive.



PART III
TECHNICAL SPECIFICATIONS
PURCHASE OF EQUIPMENT (2) ITEMS
FORMAL BID #F02043-EQ-GRADER-LOADER/0916

1. *Any comments or variances to the below specifications are to be specifically detailed in the Bid Offer, Section 3-C.*

2. **MOTOR GRADER** New 2002 Year Leeboy 685 Motor Grader

2.1. Shall be a new 2002 Model Leeboy 685 Motor Grader or equal with the following:

- COMPLY 2.1.1. Cummins 4BT3.9 P Turbo Diesel 110 HP with 28 gallon fuel capacity
- COMPLY 2.1.2. Operating Weight: 15,100 Pounds (lbs)
- COMPLY 2.1.3. Dimensions - 21'8" Overall Length, 7' Overall Width
- COMPLY 2.1.4. Moldboard Dimensions – 10'X18"X5/8" with 3' of side shift, 30 degrees of hydraulic tilt, 7" of penetration with replaceable blade
- COMPLY 2.1.5. Center Mounted Scarifier 38" wide with 8" penetration
- COMPLY 2.1.6. Front Mounted 7' Dozer Blade
- COMPLY 2.1.7. Steering – Hydraulic power steering with articulation to allow a 10' 6" turning radius and a 13 degree front wheel lean to either side
- COMPLY 2.1.8. Drive System – Hydrostatically powered 4 wheel tandem, chain driven, by a two speed gear box allows 0-20 mph
- COMPLY 2.1.9. Tires – (6) 15"X19.5" NHS on 12.25" Rims
- COMPLY 2.1.10. Cab and R134-A Air Condition, heater & defrost, low profile canopy with ROPS and Suspension Seat
- 2.2. ENGINE
- COMPLY 2.2.1. ENGINE – CUMMINS 4BT3.9P, TURBOCHARGED DIESEL, 110 HP, 4 stroke cycle, turbocharged, in-line, 4 cylinder diesel engine
- COMPLY 2.2.2. BORE & STROKE – 4.02x4.72in. (102.108 x 119.888 mm)
- COMPLY 2.2.3. Displacement 239.3 cu. In. (3.92 L), Compression Ratio 18.5: 1, Maximum net torque 184 lb. Per foot.
- COMPLY 2.3. LUBRICATION SYSTEM - Pressure system with full flow filter
- COMPLY 2.4. COOLING FAN – Suction type
- COMPLY 2.5. AIR CLEANER – Dry



- COMPLY 2.6. ELECTRICAL SYSTEM – 12 Volt with 60 amp alternator
- COMPLY 2.7. BATTERIES – Two (2)-12 volt, 900 amp. With 135 minutes reserve capacity
- COMPLY 2.8. TRANSMISSION – Hydrostatic with heavy duty off road Dana type two speed box on a no-spin differential – Speed range 0-20 MPH.
- COMPLY 2.9. REAR DRIVE – Oscillating tandems with 1.25 inch pitch heavy duty roller chain in oil bath
- COMPLY 2.10. FRONT AXLE – Fabricated steel frame with 8620 alloy steel spindles, tapered roller bearing tapered roller bearing.
- COMPLY 2.11. OSCILLATION (TOTAL) 40 DEGREES AND CLEARANCE 14 INCHES AT CENTER LINE
- COMPLY 2.12. WHEEL LEAN (EITHER DIRECTION) 26 DEGREES
- COMPLY 2.13. TIRES – 15 X 19.5 NHS
- COMPLY 2.14. STEERING – Hydraulic power steering with articulation to allow a 10 foot 6 inches. 26 degrees each way.
- COMPLY 2.15. BRAKES – A pinion disc brake operated with a fail brake system and a hand operated emergency/parking brake.
- COMPLY 2.16. HYDRAULIC SYSTEM – One 4.26 cubic inch per revolution variable volume hydraulic pump for drive, 0.6 cubic inch per revolution hydraulic pump for other components and a 5.43 cubic inch per revolution variable volume drive motor.
- COMPLY 2.17. ARTICULATION – Range/18 degrees of articulation (each way)
- COMPLY 2.18. MOLDBOARD – A-36 hot rolled shaped plate, Length 10' 0", Height 18", Thickness 0.625
- COMPLY 2.19. CUTTING EDGE – Harden and abrasive resistant, Thickness 0.625 x Width 6 inches
- COMPLY 2.20. BLADE RANGE
- COMPLY 2.20.1. Lift above ground 12.5 inches
- COMPLY 2.20.2. Penetration 7.0 inches
- COMPLY 2.20.3. Blade Side Shift 36.0 inches right or left
- COMPLY 2.20.4. Rotation 120 degrees
- COMPLY 2.20.5. Shoulder reach outside wheels (frame straight) 36.0 inches
- COMPLY 2.20.6. Articulated 43.0 inches
- COMPLY 2.20.7. Pitch at Ground 30 degrees forward tilt
- 2.21. BLADE LIFT MECHANISM
- COMPLY 2.21.1. Control Dual lever, Hydraulic
- COMPLY 2.21.2. Stroke 22.0 inches



- COMPLY 2.21.3. Connection Trunion mounted w/HD greaseable tie rod ends
- 2.22. MOLDBOARD TURNTABLE
- COMPLY 2.22.1. Totally enclosed greaseable housing that supports and allows moldboard to rotate. Turntable is designed to extend the life by eliminating moisture and debris from the support surfaces of the mechanism. DIMENSIONS - 30 inch diameter X 3 inches thick. GREASE POINTS - 2-Located at the bottom of the turntable and 3-at the top.
- COMPLY 2.22.2. Front Blade: Type A-36 Hot Rolled Shaped Plate, 7 feet in length, 18 inches in height and 0.625 inches thick. Cutting Edge: Harden and abrasive resistant shall be 6 inches in height and 0.625 inches thick.
- COMPLY 2.23. BLADE RANGE - Lift above ground shall be 12 inches with a penetration of 3 inches
- COMPLY 2.24. SCARIFIER - Shall be 38 inches wide with a 5 tooth center mounted, teeth spaced 9.5 inches apart and shall be belly mounted behind the moldboard. TEETH - Five (5) with harden shaft and replaceable bits
- COMPLY 2.25. RANGE - Lift above ground at 9.5 inches with penetration at 8 inches
- COMPLY 2.26. DRAWBAR - Rectangular tube 4 x 6 x .500 inch wall with universal swivel
- COMPLY 2.27. MAIN FRAME - Rectangular tube 3 x 8 x .500 inch, weight per foot at 110 pounds per foot average
- COMPLY 2.28. DIMENSIONS - Length at 21 feet 8 inches, Width at 7 feet 0 inches, & Height at 8 feet 10 inches
- COMPLY 2.29. WEIGHT - Over 15, 200 pounds with options, the front at 5,800 and the rear at 9,400
- COMPLY 2.30. CAPACITIES - Fuel Tank 28 gallons, Cooling System 5.25 gallons, Crankcase 2.5 gallons, Hydraulic system 28 gallons and Tandem Housing each at 8.33 gallons
- COMPLY 2.31. INSTRUMENTATION - Circuit breaker protected, Fuel gauge, Amp meter, Engine oil pressure, Hour meter, Tachometer, Automatic shutdown for low oil pressure or high Coolant (Water) Temperature
- COMPLY 2.32. OPERATOR AREA (CAB) - Full cushioned adjustable operator seat with tilt steering console. All gauges are located so they are easily readable
- COMPLY 2.33. STANDARD EQUIPMENT - Back-up Alarm, Rear Turn signals, Rear Four way flashers, Head Lights, Full cushioned operators seat w/cushioned arm rest, Low profile canopy with ROPS, Tool Box, Foot operated forward/reverse control.
- COMPLY 2.34. OPTIONS - Full fabricated cab 70.75" high x 44" wide x 46" long, base 71" long roof with heater & defrost, Air Conditioner, Work lights, Front Dozier Blade (scarifier) 7' long,
- COMPLY 2.35. OPTIONS - Front Loader Blade shall be constructed with 1/4" type A-36 plate steel, overall dimension would be 87" wide x 31" tall x 18"/Cutting edge harden and abrasive resistant thickness and height at .625" x 6".
- COMPLY 2.36. OPTION - Vandalism Protection, Beacon, Fail Safe Brakes, Dead Engine Steering, Rear Wipers, Horn, and Sand Tires.



3. **WHEEL LOADER** New 2002 Year Volvo L70D Wheel Loader

- COMPLY 3.1. Shall be a new 2002 Model Caterpillar 924GZ Wheel Loader or equal with the following:
- COMPLY 3.1.1. Engine Power Train – Gross Engine 122 HP/Net Engine 114 HP, 6-cylinder
- COMPLY 3.1.2. Cab and Air
- COMPLY 3.1.3. Three valve/three lever hydraulic controls
- COMPLY 3.1.4. 20.5R.25 radial tires
- COMPLY 3.1.5. Beacon light
- COMPLY 3.1.6. Heavy-Duty oil cooler
- COMPLY 3.1.7. Crankcase guards
- COMPLY 3.1.8. Power train guards
- COMPLY 3.1.9. Counter weights
- COMPLY 3.1.10. Hydraulic quick coupler
- COMPLY 3.1.11. 2.6 cubic yard bucket
- COMPLY 3.1.12. Set pallet forks
- COMPLY 3.1.13. 84" clearing rake with clamps
- COMPLY 3.1.14. Air ride seat
- COMPLY 3.2. POWERTRAIN – 6 cylinder 122 HP Diesel Engine, suction fan, single lever transmission control, fuel priming pump, muffler, enclosed/sealed brakes, autoshift transmission (4F/3R), standard differentials, torque converter, unit core serviceable radiator, transmission oil level, gauge, lubed for life driveshaft, air cleaner, dustbowl, air filter, service indicator, heavy-duty oil cooler.
- COMPLY 3.3. QUICK COUPLER – the machine shall be equipped with a quick coupler that is designed by the equipment manufacturer as an integral component of the linkage system.
- COMPLY 3.3.1. The coupler shall have positive pin engagement activated from the operator's compartment.
- EXCEPTION 3.4. BUCKETS -- shall be equipped with a bolt-on cutting edge consisting of at least four reversible sections, 2.7 cubic yard capacity.
- COMPLY 3.4.1. Bucket shall have maximum width of 2550 mm (100 in.)
- COMPLY 3.4.2. Reach at full lift and 45 degrees discharge shall be at least 42 in. (1067 mm.)
- COMPLY 3.5. STRUCTURES – operator compartment and engine shall be resiliently mounted to isolate vibration from the machine frame.
- COMPLY 3.5.1. The machine frame shall have center-point articulation to allow front and rear wheels to track.
- COMPLY 3.5.2. Articulation hitch design shall allow the machine to turn left or right a minimum of forty (40) degrees.



- COMPLY 3.5.3. Machine shall be equipped with grouped, remote lubrication points.
- COMPLY 3.5.4. Articulation joint must have double tapered roller bearings both on top and bottom.
- COMPLY 3.6. ELECTRICAL – Fifty (50) ampere alternator, backup alarm, two (2) 950 CCA maintenance free batteries, Halogen flood lights (front & rear), directional signals (front & rear), 24 volt direct electric starting, ignition key start/stop switch, switch, battery disconnect.
- COMPLY 3.7. TIRES – 20.5 X 25 radial tires, radial, L-2 Michelins
- COMPLY 3.8. OPERATOR'S COMPARTMENT ENVIRONMENT – ROPS cab shall be standard equipment, gauges (engine coolant temperature, hydraulic oil temperature, fuel level, transmission oil temperature), heater/defroster, hydraulic control lever locks, ROPS cab, two door-sound suppressed and pressurized, wiper/washer (front & rear, intermittent) door (fixed glass), seat cloth covered, seat belt, 3 inch (75mm) retractable, tinted glass, adjustable steering column, rear window defrost, rearview mirrors, inside (2), cigar lighter, operator warning system-indicators, lockable storage box, ground level door release.
- COMPLY 3.8.1. The cab operator sound level shall be no more that 73 dB (A) with doors and windows closed.
- COMPLY 3.8.2. Steering column/console shall have tilt adjustment to facilitate access & egress of the cab and to maximize operator comfort.
- COMPLY 3.8.3. The steering wheel pivot point shall be in the console, not in the floor, and shall be infinitely positionable.
- COMPLY 3.8.4. The cab shall be equipped with a sun visor, two rear view mirrors (internal) and equipped with a heater and defroster.
- COMPLY 3.8.5. The front window shall be equipped with a washer and 2 speed intermittent wiper, rear window shall be equipped with a washer and intermittent wiper.
- COMPLY 3.8.6. Cab shall have a lockable storage compartment, cooler holder, vacuum bottle holder, and a cup holder.
- COMPLY 3.8.7. Operator's seat shall be a cloth-covered suspension type with adjustments for height, weight, fore/aft and suspension dampening.
- COMPLY 3.8.8. Operator's seat shall include adjustable armrests on left and right; and, implement lever console shall have an adjustable wrist rest, and driver seat to be air ride.
- COMPLY 3.8.9. Seat shall include a 3-inch (76mm) seat belt which is retractable and noncinching.
- COMPLY 3.8.10. The machine shall be equipped with front and rear working lights, stop and tail lights and directional signals.
- COMPLY 3.8.11. A test circuit shall be provided as a quick means of testing warning system operations.
- COMPLY 3.8.12. The ladder to the cab shall have a flexible bottom step.
- COMPLY 3.9. OPERATING SPECIFICATIONS/DIMENSIONS – the machine shall have a wheelbase of at least 9'2" (2800mm) for good machine stability.
- COMPLY 3.9.1. Overall machine height over the top of the ROPS cab/canopy shall not exceed 10'5"(3159mm) with 17.5 tires.
- NOTE: 10'6" WITH 20.5 X 25 TIRES.
- COMPLY 3.9.2. Tread width over tires shall not 97"(2466mm) over the widest tire provided.



- COMPLY 3.9.3. Fuel fill must be located outside the engine compartment for safety.
- COMPLY 3.10. ATTACHMENTS (optional equipment) – machine shall be equipped with an air conditioning system for the operator’s compartment that uses environmentally safe R134a refrigerant.
- COMPLY 3.10.1. Machine shall be equipped with a powertrain guard.
- COMPLY 3.10.2. Operator compartment shall have sliding windows available on either right or left side doors.
- COMPLY 3.10.3. Machine shall have rear counterweight of 385 pounds (additional counterweight available if required for a particular application).
- COMPLY 3.10.4. Operator compartment shall have radio prep packages available from the factory. Includes all equipment/add stereo AM/FM.
- COMPLY 3.10.5. Machine shall be equipped with a lockable, external tool box for storage of routine maintenance tools
- COMPLY 3.10.6. Third auxiliary hydraulic valves lines shall be equipped with quick disconnect fittings.
- COMPLY 3.10.7. Root Rake with top clamps 84”.
- COMPLY WITH THE 3.11. OTHER STANDARD EQUIPMENT – automatic bucket positioner, return to dig, automatic lift
EXCEPTIONS OF (2) kickout, fenders, hydraulic diagnostic connectors, load sensing steering, pilot hydraulic implement
ITEMS UNDERLINED. controls, sealed Z-bar design loader linkage, vandalism protection-locked service points, swing
out hydraulically driven fan, solid hood, standard counterweight, extended life coolant antifreeze,
standard hydraulic oil cooler, engine enclosure-lockable, drawbar hitch, secondary and parking
brakes, hydraulics-2 valve, 1 lever.

4. PREVIEWING TRADE-IN EQUIPMENT

Bidders where necessary shall make all investigations to familiarize herself/himself regarding the proposed trade-in loader and grader or any other pertinent data as required by bid conditions. No pleas of ignorance by the bidder of conditions that exist as a result of failure to make required inspections shall be acceptable. Contact Mr. Bob Craig, Right-of-Way Supervisor, Public Works, 941-575-5050 for an appointment to view the equipment. Acceptance of trade-in offers shall be at the sole discretion of the City.



**PART IV
BID OFFER
PURCHASE OF EQUIPMENT (2) ITEMS
FORMAL BID #F02043-EQ-GRADER-LOADER/0916**

***ALL BIDDERS MUST COMPLETE AND RETURN THE FOLLOWING
PAGES IN ORDER FOR THEIR BID OFFER TO BE CONSIDERED
RESPONSIVE.***

SECTION 1 - BID CERTIFICATION

SEALED BIDS: This form and all subsequent pages must be fully completed and returned as your bid offer in a sealed envelope. Bids not submitted on the attached forms may be rejected. All bids are subjected to the conditions specified in the General and Special Conditions as stated in this bid package. Those bid submissions, which do not comply with these conditions, are subject to rejection.

All bids shall be submitted to: City of Punta Gorda, City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, FL 33950

BID TITLE: MOTOR GRADER and WHEEL
LOADER

BID NUMBER: #F02043-EQ-GRADER-
LOADER/0916

BIDS WILL BE OPENED AT 3:00 p.m. (EST) or as soon thereafter, on APRIL 18, 2002, and may not be withdrawn during the ninety (90) calendar days following such date and time.

PURCHASING AGENT (NAME AND CONTACT NUMBERS:

TELA A. THOMPSON
TECHNICAL SPEC WRITER
PHONE: (941) 575-3351

FAX (941) 575-3340

DATE OF ISSUE:

APRIL 1, 2002

BID OPENING
LOCATED AT: CITY HALL COUNCIL CHAMBERS
326 MARION AVENUE
PUNTA GORDA, FL



Proposal of L.B. Smith, Incorporated (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida doing business as * Corporation, to the CITY OF PUNTA GORDA (hereinafter called "CITY"). *Insert "a corporation", "a partnership", or "an individual" as applicable.

- 1 In compliance with your Advertisement for BIDS, BIDDER hereby proposes to provide all items as specified for the 2002, Motor Grader and Wheel Loader - FORMAL BID #F02043-EQ-GRADER-LOADER/0916 at the prices stated below.
- 2 By presentation of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto, certified as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.
- 3 In submitting this Bid, BIDDER represents, that:

BIDDER has examined all pages of the Formal Bid Document and is in receipt and acknowledges the following addenda:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

DESCRIPTION	PAGES
GENERAL CONDITIONS	1 - 4
INTRODUCTION	5
SPECIAL CONDITIONS	6 - 9
TECHNICAL SPECIFICATIONS	10 - 15
BID OFFER (SECTIONS #1 THROUGH #9)	16 - 25
ATTACHMENTS	NONE

- 4 BIDDER has examined the site and locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as BIDDER deems necessary;
- 5 This Bid is genuine and not made in the interest of or in behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- 6 BIDDER will complete the WORK. (The unit prices quoted in the Bid Schedule for the particular items are to be used for computing the progress payments to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement sections of the technical specifications. The total shall be inclusive of all work necessary to complete the project.)



7 The following work will be accomplished by the Subcontractors listed below:

Work	Subcontractor/Address/Phone#

8 Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

L.B. Smith, Incorporated
Attention: Dean L. Bengford, Branch Manager
2320 Bruner Lane Southeast
Fort Myers, Florida 33912

9 The BIDDER certifies that this Bid Offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same commodities/services, and is in all respects fair and without collusion or fraud. the BIDDER agrees to abide by all conditions of this BID and certify that the BIDDER's agent is authorized to sign this Bid for the BIDDER. By signature on this form, Bidder acknowledges and accepts without limitation, pages one through five of the General Conditions as well as any special conditions if applicable.

CORRECT AND LEGAL NAME OF BIDDER:	L.B. Smith, Incorporated
TYPED/PRINTED NAME OF BIDDER'S AUTHORIZED AGENT:	Dean L. Bengford
TITLE OF AGENT:	Branch Manager
SIGNATURE OF BIDDER'S AUTHORIZED AGENT:	<i>Dean L. Bengford</i>
MAILING ADDRESS: L.B. Smith, Inc. 2320 Bruner Lane Southeast Fort Myers, Florida 33912	E-MAIL ADDRESS: dean.bengford@lbsmith.com
TELEPHONE: (239) 481-8554	FAX: (239) 481-3302
FEDERAL ID NO. OR SOCIAL SECURITY NO. OF BIDDER:	Federal ID No. 2310 99090
TOTAL OF ALL ITEMS BID	\$ 190,784.00 Less \$30,000. for trades = \$160,784.00
Attest: <i>Diana E. Young</i>	Signed this 5th day of April, 20 02



SECTION 2 – COMPLIANCE WITH BID PACKAGE

PIGGYBACK CLAUSE

It is understood and agreed by the City of Punta Gorda and the successful bidder(s) that any local governmental entity (Lee, Sarasota, Desoto, Charlotte, and Collier Counties) may purchase the materials and/or services specified herein in accordance with the prices submitted by the successful bidder(s). It is also understood and agreed that each local entity will establish its own contract with a successful bidder, place its own orders, be invoiced there from and make its own payments to the successful bidder in accordance with the terms of the contract established between the local governmental entity and the successful bidder. It is also hereby mutually understood and agreed that the City of Punta Gorda is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than the City of Punta Gorda.

The bidder hereby agrees to the above stated provisions of the piggyback clause:

Yes: No:

ACCEPTING CONTENTS OF BID

I have read and accept responsibility for the contents of each page of this formal bid package by my signature given in the Cost Proposal.

Concur Nonconcurrency

SECTION 3 - COMMENTS AND VARIANCES

Indicate all comments and variances to the following specifications. The City reserves the right to accept or reject any and all variances as is deemed to be in the best interest of the City.

Refer all comments and variances to the applicable paragraph/section and page number in the bid package.

A. General Terms & Conditions – Pages 1 through 4

Please see the attached page in reference to this section.

Sales, service,
parts and rental of
construction
equipment

LB. Smith, Inc.

2320 Bruner Lane SE, Ft. Myers, Florida 33912 • (941) 481-8554
FAX (941) 481-3302

Note: This is an addition to page 19

City of Punta Gorda
Formal Bid #F02043-EQ-GRADER-LOADER/0916

SECTION 3 – COMMENTS AND VARIANCES

A. General Terms & Conditions – Pages 1 through 4

Exception to item 3.4., Page 13 Buckets (Wheel loader)

(1.) Bucket shall be equipped with Three (3) Piece Edge Saver.

Exception to item 3.11., Page 15 Other Standard Equipment (Wheel loader)

Exceptions refer to the following: “sealed Z-bar design loader linkage” and “ swing out hydraulically driven fan” as stated in bid requirements.

Volvo use’s Torque Parallel Linkage, which offers safety and many other things for you as a customer:

- (1.) Gives you the ability to level lift when you have your forks attached. It is not necessary to readjust the fork angle as you raise the Boom.
- (2.) The Bucket roll back and roll over is much greater which keeps more of your heaped load capacity in the Bucket and also offers a better dump angle.
- (3.) The way the Torque Parallel Linkage is designed allows us to use a bucket with a wider opening which makes is easier to fill the bucket and carry and hold a greater heaped load.
- (4.) See the attached literature for more details.
- (5.) Fan is belt driven, not hydraulically driven.





B. Special Terms & Conditions – Pages 6 through 9

C. Technical Specifications – Pages 10 through 15

SECTION 4 – REFERENCES

Name three (3) governmental agencies, preferably, for which you have performed work and to which you refer:

AGENCY	CONTACT	PHONE # & FAX #
East County Water Control 601 East County Lane Lehigh Acres, Fl 33936	David Lindsey	(239) 368-0044 (239) 368-3412 Fax
Glades County P.O. Box 10 Moore Haven, Fl 33471	Micheal E. Jones	(863) 946-0771 (863) 946-3773 Fax
Charlotte County Fleet Mgmt 7000 Florida Street Punta Gorda, Fl 33950	Carole Smith	(239) 575-3619 (239) 743-1384 Fax



SECTION 5 - COST PROPOSAL
PURCHASE OF EQUIPMENT (2) ITEMS
FORMAL BID #F02043-EQ-GRADER-LOADER/0916

1. *Having read thoroughly the context of this bid package, our firm is offering the following cost proposal. Our cost proposal consists of a total delivered price to the City, inclusive of any freight, surcharges, and any other miscellaneous incidental charges.*
2. *The specifications contained herein are general in nature in relation to technical requirements for the purchase of a new 2002, 110 HP, LeeBoy 685 Articulated Motor Grader or equal and a 2002, Caterpillar 924GZ Wheel Loader or equal. The City is providing a manufacturer and model for desired piece of equipment; this information is to be used as a guideline of the City's minimum requirements. The item proposed must meet or exceed the specification of the manufacturer and model number provided.*
3. **BID SCHEDULE**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE
3.1	2002 LeeBoy 685 Motor Grader or Equivalent Motor Grader	2002 Leeboy 685 1 Each	\$ 84,384.00
3.2	2002 Caterpillar 924GZ Wheel Loader or Equivalent Wheel Loader	2002 Volvo L70D 1 Each	\$ 106,400.00
TOTAL UNIT PRICE OF 3.1 AND 3.2			\$ 190,784.00
3.3	OPTIONAL: Extended Warranty – MOTOR GRADER (One Additional Year)		\$ Included
3.4	OPTIONAL: Extended Warranty – WHEEL LOADER (One Additional Year)		\$ Included
TOTAL UNIT PRICE OF OPTIONAL ITEMS 3.3 AND 3.4			\$ 0.00
3.5	OPTIONAL: TRADE – IN Leeboy 440 Motorgrader, 1985 model, S/N # 85-137, includes blades & scarifier		\$ 10,000.00
3.6	OPTIONAL: TRADE – IN Cat IT18 Loader, 1987 model, S/N #:9NB01005, includes bucket, rake, forks, broom & material arm.		\$ 20,000.00
TOTAL TRADE-IN OFFER FOR OPTIONAL ITEMS 3.5 AND 3.6			\$ 30,000.00



5. **ADDITIONAL WARRANTY INFORMATION: Please complete if applicable.**

5.1. Factory Warranty -Elected vendor will ensure that any factory service required while the item or items are under warranty, that such service shall be performed at the nearest authorized dealer, with no extra charge of any nature. Any defective part, components, or assembly which will not fulfill or that would jeopardize the end function use of the item shall be replaced at no extra charge to the City, inclusive of the return of the item/equipment and return deliver of same at no extra charge.

5.2. Name and address of nearest authorized dealer:

L. B. SMITH, INCORPORATED

2320 BRUNER LANE SOUTHEAST

FORT MYERS, FLORIDA 33912

5.3. Extended Warranty - Vendor frequently furnish an extended warranty through themselves, the manufacturer, or both. Accordingly, list the items such as the intended warranty if applicable and available:

Leeboy Standard Warranty (1) One Year

Volvo Standard Warranty (1) One Year

6. **Please state the following:**

6.1. Payment terms: Balance due upon receipt of invoice.

6.2. Firm Delivery Schedule for Motor Grader: 60 consecutive calendar days after receipt of Purchase Order. * Or sooner

6.3. Firm Delivery Schedule for Wheel Loader: 60 consecutive calendar days after receipt of Purchase Order. *Or sooner



SECTION 6 - PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Dean L. Bengford, being an authorized representative of the firm of L.B. Smith, Inc.,

located at 2320 Bruner Lane SE City: Fort Myers State: Florida Zip:

33912, have read and understand the contents of the above.

Signature: Dean L. Bengford Date: 4/11/02 Phone: (239) 481-8554

Fax Number: (239) 481-3302 Federal I.D. #: 2310 99090



SECTION 8 - INDEMNIFICATION/HOLD HARMLESS

The elected firm shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its subconsultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

Concur X Variance _____

I, Dean L. Bengford, being an authorized representative of the firm of
L.B. Smith, Inc. located at City Fort Myers,

State Florida, Zip Code 33912 Phone: (239) 481-8554

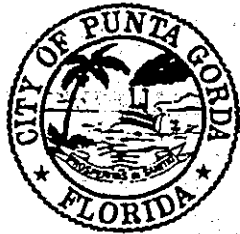
Fax: (239) 481-3302. Having read and understood the contents above, hereby submit
accordingly as of this Date, April 5, and 200 2.

Dean L. Bengford, Branch Manager
Please Print Name


Signature

This signed document will remain on file with the City for a period of one (1) year from the date of signature or for the term of the contract, whichever is longer.

ATTACHMENT #4



CITY OF PUNTA GORDA, FLORIDA

PHONE: (941) 575-3349
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950

May 13, 2002

Mr. Dean L. Bengford
L.B. Smith, Inc.
2320 Bruner Lane SE
Fort Myers, FL 33912

RE: NOTICE OF AWARD – BID #F02043-EQ-GRADER-LOADER/0916

Dear Mr. Bengford:

The City is pleased to inform L.B. Smith, Inc. that you have been awarded the portion of the referenced bid for furnishing and delivering a 2002 LeeBoy 685 Motor Grader in accordance with the specifications for a bid price of \$84,384.00 less the optional trade-in of the City's 1985 LeeBoy 440 Motor Grader for \$10,000.00.

As stated in your Bid Offer, delivery shall be made to the City within sixty (60) consecutive calendar days from receipt of order. In addition, per our conversation today, the total warranty period shall be for two (2) years at the conditions stated in the bid.

Upon receipt of your Certificate of Insurance, naming the City as an additional insured, a purchase order will be forwarded under separate cover.

Thank you for your interest in the City of Punta Gorda.

Sincerely,
CITY OF PUNTA GORDA

Kathleen A. Shevnock

Kathleen A. Shevnock, CPPB
Contract Administrator

ATTACHMENT *A5*



CITY OF PUNTA GORDA, FLORIDA

PHONE: (941) 575- 3349
FAX: (941) 575-3340

PROCUREMENT DIVISION
326 West Marion Avenue
Punta Gorda, Florida, 33950

November 15, 2002

Lee County Board of County Commissioners
Fleet Management
Attn: Don Lawes

RE: AUTHORITY TO PIGGY-BACK
BID #F02043-EQ-GRADER-LOADER

Dear Mr. Lawes:

Please accept this letter as approval for Lee County to piggyback the City's bid for purchase of a LeeBoy 685 Motor Grader, which was awarded to L.B. Smith, Inc. of Fort Myers, FL.

A copy of bid with the vendor's response and the City's award letter are included with this letter.

If you require additional information, please do not hesitate to contact me.

Sincerely,
CITY OF PUNTA GORDA

Kathleen A. Shevnock

Kathleen A. Shevnock, CPPB
Contract Administrator

ATTACHMENT #6

Sales, service,
parts and rental of
construction
equipment

L.B. Smith, Inc.

2320 Bruner Lane SE, Ft. Myers, Florida 33912 • (239) 481-8554
FAX (239) 481-3302

Lee County Fleet Management
Attention: Don Lawes
2955 Van Buren Street
Fort Myers, Fl 33916

November 19, 2002

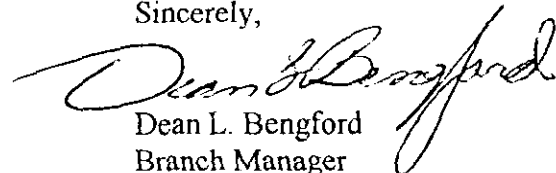
RE: City of Punta Gorda Bid# F02043-EQ (Motor Grader).

Mr. Lawes,

In accordance with your request to piggyback a government bid purchase, L.B. Smith, Inc. will honor the price of \$84,384.00 for a new Lee Boy 685 Motor Grader to Lee County Fleet Management as was sold to the City of Punta Gorda on their bid # F02043-EQ, awarded May 13, 2002 to L.B. Smith, Inc.

Please refer to the enclosed City of Punta Gorda bid award notice and sales contract for the general specifications, with the exception that there can be no trade-in accepted on this purchase. Estimated delivery will be thirty (30) days or sooner from the receipt of the purchase order.

Sincerely,


Dean L. Bengford
Branch Manager

JM/dy

CC: Jerry Mariani
Attachments: Notice of Award
Sales Contract

Equipment Information: Company: **001** Lee County Fleet Management

Equipment Number: **019412** Year: **1991** Make: **DRESSER** Model: **830** Priority: **EQ** TSet: **EQ** Location: **...** Print

Meter: **H** Reading: **5307**

Parent Equipment Component: **...**

Serial Number: **G380001U102428** License: **NO TAG** MG: **GR** GRADER

Color: **YELLOW** Shop: **IFS** Site: **DOT** D.O.T. OPERATIONS / ZIP: **DR1**

Class: **GF0D** Department: **TOP RD SHD** Motorgrader, Diesel Operations - D.O.T. Road

Status: Attached

Employee: **UNDEFINED**

DTC: **07** Monday-Thursday 7:00 AM - 5:30 PM

Depreciation: **53667.00** Last Work Order: **0000092771**

Acq/Disp Vehicle Replacement Search Query History Component Parts Meters Wait

Date: **07/01/1991** Cost: **72452.00** Maint \$ LTD: **39454.74** Inflation Rate: **03500** Salvage Rate: **07500**

Fund: **175** Department: **A** Highest Meter: **3.5** Maintenance: **5.4** Age: **4.8**

Type	Fuel?	Date	Time	Actual	Acquire	BeginFY
H	X	07/01/1991	12:12:46	5307	0	5202

Salvage Value: **5433.90**
 Recovery Collected: **18785.00**
 Recovery Balance: **93359.42**

Remaining Life	Replacement	Replacement	Monthly Recovery
Original: 6	07/01/2003	110201.77	765.29
Adjusted: 12	01/13/2004	112144.42	747.63

Life Expectancy Months: **144**
 Current Life In Months: **138**
 Total Points: **13.7**
 Condition Factor: **0.00**

Start | QuickLaunch | Address | 11:23

FASTER Client Tools | FASTER Gateway Config | OLEDB | Found

MEMORANDUM
FROM
THE DIVISION OF PURCHASING

DATE: FEBRUARY 10, 2003

TO: MARILYN RAWLINGS
FLEET MANAGER

Janet Sheehan
FROM: JANET SHEEHAN, CPPB
PURCHASING DIRECTOR

RE: BLUE SHEET # 20030177

PROJECT: One (1) LceBoy Motor Grader

TYPE: Piggyback Purchase

AWARDED TO: L.B. Smith, Inc.

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

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

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

03 FEB 17 PM 1:43
LIBERTY COUNTY ATTORNEY