		Lee Cou	nty Board Of Cou			20030843
1 DEOUEST	TED MOTION		Agenda Item Su	ımmary	Blue Sheet No.	
ACTION RE	OUESTED: A	pprove the aw			4, the purchase of one Case load Briggs Equipment. Price is \$110,	
					id total of \$118,317.	, , , , , , , , , , , , , , , , , , , ,
WHY ACTIO	<u>N IS NECESS</u>	ARY: Purch	ases over \$50,000 m	nust be Bo	ard approved.	Į.
			ecessary replacement to load construction r		T. Operations Dept. to move debto dump trucks.	ris from
	MENTAL CAT			_	3. MEETING DATE:	
COMMIS	SION DISTRI	C T #	69	9	08-05	-2003
4. AGENDA:		5. REC	UIREMENT/PUR	POSE:	6. REQUESTOR OF INFOR	MATION:
X CONS	SENT	(Specij	STATUTE		A. COMMISSIONER	†
	INISTRATIVI	e	ORDINANCE		B. DEPARTMENT DOT	
APPE		X	ADMIN.	AC-4-1	C. DIVISION	
PUBL	IC		CODE OTHER		BY: Scott Gilberts	on, PE Director
	K ON					
	REQUIRED:		3.1 5: : : : : : : : : : : : : : : : : : :			· CTI
					received a request from the Divis	
Management and the Department of Transportation to quote the purchase of a Case 721D Tier II articulated wheel loader. The anticipated cost required the use of the formal sealed quotation procedure. Sealed quotes were received						
on June 3, 2003. On that date four responses were received, three of which were no bids.						
	ilable from acc		05410117500.50643	0		
	ation Sheet	W12				
` '	on's Request fo	r Ouotations				
(3) Specif	-					
	s Equipment Qu					
	on's Recommen					
8. <u>MANAGE</u>	MENT RECO	<u>MMENDAT</u>	<u>IONS</u> :			
			9. <u>RECOMMENI</u>	ED APP	ROVAL:	
A	В	С	D E	}	F	G
Department Director	Purchasing or	Human Resources	Other County Attorney		Budget Services	County Manager
Director C	Contracts	Resources	Actorney	1	CipAta 7/72/63	0 na
Marioty	PA 7 8-03		VIID	OA	WOM Risk GC	007
And theta	Janet Sheehar		KIMKS	Ex 1/18	118 03 The 3 7 613	000
10. COMMIS	SION ACTIO	<u>N</u> :	11 400	<u> </u>		
		A DDD OX	RECEIVED BY	0.0	Rec. by CoAtty	
		_ APPROV DENIED	ED COUNTY ADMIN	(d)	Date: 7-/7-03	
		DENIED DEFERR	FD ///	7	Time: 2 30PM	
		OTHER	COUNTY ADMIN	.07		
		<u> </u>	$\supset \ell$	W	Forwarded To:	
			JAG.	7 1	7-12-03 2:45	

FORMAL QUOTATION #Q-030514	LER	COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 3, 2003 BUYER: PATTI ARMBRUSTER	FOR PURCHASE OF ONE (1) CASE LOADER				
	٠.				
VENDORS	BRIGGS EQUIPMENT				
COPIES INCLUDED	YES				
WILL DELIVER IN OWN VEHICLE?	YES				
MAKE AND MODEL OF LOADER	K721D				
GRAND TOTAL	110,772.00				
OPTION A - EXTENDED WARRANTIES	\$ 1,907.00	FOUR YEARS OR 4,000 POWERTRAIN			
	\$ 2,935.00	FOUR YEARS OR 4,000 FULL			
	\$ 3,332.00	FIVE YEARS OR 5,000 POWERTRAIN			
	\$5,058.00	FIVE YEARS OR 5,000 FULL			
	\$ 5,359.00	SIX YEARS OR 6,000 POWERTRAIN			
	\$ 7,545.00	SIX YEARS OR 6,000 FULL			
DELIVERED IN CALENDAR DAYS	60-90 DAYS				
LOCAL VENDOR PREFERENCE	YES	· ·			
MODIFICATIONS	NO				
QUOTE SIGNED	YES				
NO BIDS					
SCOTTIES CANVAS AND MARINE SUPPLY					
CREEL TRACTOR					
ALL STAR EQUIPTMENT	<u> </u>	:			
	·				
	·				
POSTING TIME/DATE					
FROM:/_					
UNTIL: /					
BY:	-	18			

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ATTAC: IMENT 2

*DIVISION OF **
FLEET MANAGEMENT

To: Janet

Janet Sheehan, Purchasing Directo

From:

Marilyn Rawlings, Fleet Manager

Date:

4/28/2003

Re:

Case Loader 721D Tier II Articulated Wheel Loader

Please proceed with the formal quotation procedure for the purchase of a Case Loader 721D Tier II Articulated Wheel Loader as requested by the Department of Transportation. This Case Loader 721D Tier II Articulated Wheel Loader should include all standard equipment. All quotes should be within the brand, model and type as stated above.

The Division of Transportation is requesting that this quote be processed within the Case Brand. The Division of Transportation's experience with Case equipment has been highly satisfactory, major repairs have been minimal, and parts are easily attainable.

Attached are the detailed specifications for the Case Loader. Please attach the general specifications as deemed necessary by Lee County.

If you have any questions, please call Don Lawes at 461-5607.

Quand 5/2/03

ATTACHMENT 3



PROJECT NO.:

Q-030514

OPEN DATE:

JUNE 3, 2003

AND TIME:

2:30 PM

PRE-BID DATE:

MAY 21, 2003

AND TIME:

10:00 AM

LOCATION:

3434 HANCOCK BRIDGE PKWY NORTH FORT MYERS, FL 33903

REQUEST FOR QUOTATIONS

TITLE:

PURCHASE OF ONE (1) CASE LOADER

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) 689-7385

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.

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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.

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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 <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, 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, statues, 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 Statues, 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.

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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 ore 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 Statues.

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 <u>not</u> 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

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or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR THE PURCHASE OF ONE CASE LOADER

DATI	E SUBMITTED:
VENI	OOR NAME:
TO:	The Board of County Commissioners Lee County Fort Myers, Florida
all of	ng carefully examined the "General Conditions", and the "Detailed Specifications", which are contained herein, the Undersigned proposes to furnish the following, a meet these specifications:
	ndersigned acknowledges ipt of Addenda numbers:
	YOU DELIVER WITH OWN VEHICLES AS OPPOSED TO COMMON RIER?
	YESNO
MAK	E AND MODEL OF LOADER QUOTED:
	GRAND TOTAL PRICE:
	\$
<u>OPTI</u>	ON A – EXTENDED WARRANTIES
WAR	HE SPACE PROVIDED BELOW, PLEASE PROVIDE EXTENDED RANTIES AND COSTS FOR EACH WHICH ARE AVAILABLE FOR THE TED EQUIPMENT

TO BE DELIVERED W	VITHIN	CALENDAR DAYS AFTER
RECEIPT OF AWARD	AND PURCHA	SE ORDER.
Is your firm interested in	n being consider	ed for the Local Vendor Preference?
	No	
• •	_ ,	Local Vendor Preference" included in these Vendor Preference Questionnaire and return
		ns and conditions of the specifications. Any on to the quote may be grounds to reject the
Are there any modificat	ions to the quote	or specifications:
	No	
	er being declared	ions in the space below or on a separate page may l nonresponsive or to have the award of the quote
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.

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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/PA	AGER NO.:
LEE COUNTY OCCUPATIONAL LICEN	NSE NUMBER:
E-MAIL ADDRESS:	
REVISED: 7/28/00	

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR THE PURCHASE OF ONE (1) CASE 721D TIER II ARTICULATED WHEEL LOADER

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) new Case 721D Tier II articulated wheel loader for the Lee County Department of Transportation. 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 Case 721D Tier II articulated wheel loader 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 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.

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ADDITIONAL REQUIREMENTS

Training is required and shall include a minimum of four (4) 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.

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.

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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.

3.25 CUBIC YARD LOADER SPECIFICATIONS

NOTE:

VENDORS MUST "COMPLY" WITH ALL OF THE FOLLOWING SPECIFICATIONS, AND QUOTE THE CASE 721D TIER II WHEEL LOADER IN ORDER TO BE CONSIDERED FOR AN AWARD.

Does the unit quoted comply with the following specifications?
--

YES	NO

GENERAL

Machine modifications to meet the operational requirements of this specification shall be limited to the manufacturer's published standard and optional equipment.

All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements.

The wheel loader shall have a 170 net horsepower, diesel engine and 3.25 cubic yard capacity bucket.

The wheel loader shall have a minimum operating weight of 30,500 pounds.

The wheel loader shall meet all OSHA and EPA requirements in effect on the date of bid opening.

ENGINE

The wheel loader shall have a 6-cylinder, turbocharged, air to air cooled diesel engine with a minimum 170 net horsepower. The engine shall provide a minimum SAE net torque rating of 560 ft-lbs at 1300 RPM.

The engine also shall have the following:

- Parent metal bore design
- Integral oil cooler
- Integral water pump
- Dual stage air cleaner
- 24-volt electrical system with master disconnect
- Minimum 70-amp alternator
- Single serpentine belt with automatic self-adjusting belt tensioner for alternator
- Mid-mount cooling system with no stacked coolers
- Vertical spin-on engine oil filter
- 500 hour engine oil change interval
- Tier II emission approved engine
- On-board diagnostics requiring no special tools

FULLY SYNCHRONIZED TRANSMISSION

The wheel loader power train shall consist of a torque converter drive with a full power shift transmission.

The transmission shall also provide the following:

- Four forward speeds
- Three reverse speeds
- Minimum travel speed of 23 MPH
- Electronic forward / reverse shuttle shift
- Countershaft design
- Clutch disconnect feature through both brake pedals
- Down shift capabilities from 2nd and 1st gear
- Down shift control button located on the front of the loader control lever for single lever-single spool or two lever-two spool configurations, or next to the two lever-two spool or three lever-three spool configurations.
- Auto shift transmission
- Down shift from 4th to 1st in auto shift mode
- Programmable to shift no higher than 2nd or 3rd gear
- Programmable to start out in 1st or 2nd gear in the auto shift mode
- F-N-R switch located on the loader control lever for single lever-two spool and two lever-three spool configuration or near the loader control on two lever-two spool and three lever-three spool configurations

AXLES

The wheel loader axles shall feature a heavy-duty design.

The axles also shall provide the following:

- Limited slip differentials (front and rear)
- Outboard planetaries
- Self lubricated trunnion bearings
- Total rear axle oscillation of 24 degrees

BRAKES

The wheel loader brakes shall be a fully hydraulic, wet disk brake located within the outboard planetaries.

The brakes also shall provide the following:

- A separate system for the front and rear
- Oil cooled brakes

- Brakes operated by one of two brake pedals
- Disk type parking brake located on the transmission output shaft
- Parking brake that is spring applied, hydraulically released (SAHR)
- Parking brake that is switch operated
- Parking brake that for safety, applies when electrical power is lost

LOADER AND LINKAGE FEATURES

The wheel loader arms shall be heavy duty and in-line.

The wheel loader arms also shall have the following features:

- Z-bar design with single bucket cylinder
- Single piece loader arm design
- Flame-cut design for loader arms, bucket link, and Z-bar for strength and durability
- Dual parallel lift cylinders
- Factory installed Ride Control
- Return to-dig, Return to travel, Automatic height control as standard equipment

LOADER BUCKET

The wheel loader bucket shall be a minimum of 107 inches wide with a 3.25 cubic yard heaped capacity.

The bucket also shall have the following features:

- Pre-drilled edge for bolt-on cutting edge
- Pre-drilled edge for bolt-on teeth
- Heavy duty lifting eyes
- · Bucket level indicator

PERFORMANCE

The specified wheel loader shall be fully serviced unit that includes all standard equipment, ROPS cab with heater and air conditioning, 20.5 x r25 L2 tires, cubic yard bucket w/bolt-on edge, factory installed counterweight, 175 pound operator and full fuel tank. The unit shall weigh a minimum of 30,980 pounds.

The wheel loader performance shall include the following:

LOADER BUCKET

- Minimum SAE breakout force of 31,430 pounds force
- Minimum SAE straight tipping load of 25,260 pounds

- Minimum SAE full turn 40 degree tipping load of 21,310 pounds
- Minimum SAE operating load of 10,650 pounds
- Minimum SAE dump clearance at full height and 45 degree dump angle of 116 inches
- Minimum SAE dump reach at full height and 45 degree dump angle of 43 inches
- Minimum hinge pin height of 156 inches
- Minimum dig depth below ground of 2.9 inches
- Maximum loader lowering time (empty, power down) of 3.29 seconds
- Maximum loader lowering time (float down) of 3.29 seconds
- Maximum bucket dumping time (with rated bucket load) of 2.4 seconds
- Maximum bucket raising time to full height (with rated bucket load) of 5.6 seconds

TRACTOR DIMENSIONS

- Minimum wheel base of 128 inches
- Maximum overall transport length of 301 inches
- Maximum height to top of cab of 132 inches
- Minimum 40 degree articulation

OPERATOR ENVIRONMENT

The wheel loader shall have a cab.

The wheel loader cab also shall include the following features:

- Sun visor
- Floor-mounted accelerator
- Transmission shift lever within easy reach of the operator
- All glass surfaces free of rubber moldings
- Side windows that fully open and secure to the rear of the cab
- Side windows that can be secured when partially opened
- Dorr that opens to the rear of the cab
- Front and rear windshield wipers and front and rear washers
- Intermittent front wiper
- Interior dome light
- Two interior rear view mirrors
- Retractable seat belt
- Audible operator warning system that sounds when the transmission is engaged and the parking brake is applied

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- Maximum operator station sound level of 70 dBA per SAE J919
- Instrumentation located in front of the operator
- On/off device to control activation of return-to-dig
- On/off device to control activation of height control

- On/off device to control activation of float control
- On/off device to control activation of return-to-travel
- On/off device to control activation of de-clutch
- On/off device to control activation of Ride Control
- Automatic Ride Control that de-activates when traveling below 3.2 MPH (2.0KPH) and re-activates when traveling above 3.2 MPH (2.0 KPH)

HYDRAULICS

The wheel loader shall have a hydraulic system with a minimum of two variable displacement pumps that provide a minimum combined flow of 52.0 gpm. The system relief pressure will be a minimum of 3,600 psi.

The hydraulics also shall have the following:

- Variable displacement piston pumps optimizing available machine Hp
- Hydraulic system filtered by a minimum 10-micron full flow cartridge filter
- Pilot-operated controls for the lift, tilt, and auxiliary hydraulics w/electromagnetic detents
- Load sensing steering only uses power as required, providing smooth steering movements and higher operation safety
- Optional external hydraulic oil cooler
- 1,000 hour hydraulic oil change interval

SERVICEABILITY

The wheel loader shall be serviceable from the ground level.

The wheel loader service also shall include the following:

- All vertically-mounted filters
- Lubed-for-life u-joints
- Double tapered bearings in the articulation joint
- Articulation joint grease interval of 1,000 hours
- Ganged lube points, all accessible from ground level
- Remote drain points for engine oil, engine coolant, and hydraulic oil
- 1,000 hour hydraulic oil service interval
- Hydraulic lines shall have o-ring face seals connections
- One piece hood, electrically actuated for ease of opening and complete engine access

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- On-board diagnostics that require no special tools for engine, transmission, hydraulies and other critical machine functions
- Minimum 65 gallon fuel tank
- Minimum 27 gallon hydraulic reservoir

WARRANTY

The wheel loader warranty shall include the following:

- Engine warranty of two years or 2,000 hours
- Power train warranty of 12 months, unlimited hours
- Optional extended warranty for Full Machine
- Optional extended warranty for Power train Only

Revised: 5/14/02

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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

	provided goods or ser , consecutive five year	rvices to Lee County on a regular barrs?	sis for th
	Yes	No	
If yes, pl		ntractual history with Lee County for Attach additional pages if necessary	

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ATTACHMENT B – WARRANTY COVERAGE DETAILS

INSURANCE REQUIREMENTS

<u>STANDARD CONTRACT</u> - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

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

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

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

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

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

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

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

2. <u>Verification of Coverage:</u>

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - 1. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.
 - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

	Please read carefully and return with your bid propose each of the following items as the necessary action is of	
	1. The Quote has been signed.	· · · · · · · · · · · · · · · · · · ·
	2. The Quote prices offered have been reviewed.	
	3. The price extensions and totals have been checked	l.
	4. The original (must be manually signed) and 2 copsubmitted.	ies of the quote have been
************	5. Three (3) identical sets of descriptive literature, be have been submitted under separate cover.	rochures and/or data (if required)
	6. All modifications have been acknowledged in the	space provided.
	7. All addendums issued, if any, have been acknowled	edged in the space provided.
	8. The person signing the quote has initialed erasured document.	s or other changes made to the quote
<u></u> _	9. Bid Bond and/or certified Check, (if required) hav amounts indicated.	ve been submitted with the quote in
	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 mark Quote Number Opening Date and/or Receiving Date	ced with:
****	13. The quote will be mailed or delivered in time to be specified opening date and time. (Otherwise quote c	
	14. If submitting a "NO BID" please write quote num and check one of the following: Do not offer this product Unable to meet specifications (why Unable to meet bond or insurance records)	_Insufficient time to respond.) equirement.
	Company Name and Address:	

FORMA ATTACHMENT 4

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR THE PURCHASE OF ONE CASE LOADER

DATE SUBMITTED: JUNE 3, 2003
VENDOR NAME: BRIGGS EQUIPMENT
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 LOADER QUOTED: CASE 771D
GRAND TOTAL PRICE:
s 110,772 <u>00</u>
OPTION A - EXTENDED WARRANTIES
IN THE SPACE PROVIDED BELOW, PLEASE PROVIDE EXTENDED WARRANTIES AND COSTS FOR EACH WHICH ARE AVAILABLE FOR THE QUOTED EQUIPMENT
4 yrs. / 4,000 hrs. POWERTRAIN: # 1,90700
FULL MACHINE: # 7.93500 5415/5,000 hrs. POWEATRAIN: # 3,33200 Revised: 5/14/02
5 415/ 5,000 hrs. POWERTRAIN: # 3,33200
Revised: 5/14/02 FULL MACHINE: \$\\\ 5,05800
Revised: 5/14/02 FULL MACHINE: \$5,05800 6415/6,000 hrs. POWERTRAIN: \$5,35900

TO BE DELIVERED WITHIN 60-90 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.
Is your firm interested in being considered for the Local Vendor Preference? YesNo
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: YesNo
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 BRIGHS EQUIPMENT
BY (Printed): MARK DANTHONY
BY (Signature) Wast V Hit thony
TITLE GOVERNMENT-SALES MANAGEN
FEDERAL ID # OR S.S.# 75-19-1237-4
ADDRESS: 6901 Alico Pato
FT. MYERS, Fl. 33912
PHONE NO.: (239) 267 8/18
FAX NO.: (239) 267 2193
CELLULAR PHONE/PAGER NO.: (56/) 762 1556
tors,
LEE COUNTY OCCUPATIONAL LICENSE NUMBER: # 786988
E-MAIL ADDRESS: mark, anthony & briggs equipment, com
REVISED: 7/28/00

Revised: 5/14/02

3.25 CUBIC YARD LOADER SPECIFICATIONS

NOTE:

VENDORS MUST "COMPLY" WITH ALL OF THE FOLLOWING SPECIFICATIONS, AND QUOTE THE CASE 721D TIER II WHEEL LOADER IN ORDER TO BE CONSIDERED FOR AN AWARD.

Does the unit quoted comply with the fol	lowing specifications?	
· /		
YES	NO	_

GENERAL

Machine modifications to meet the operational requirements of this specification shall be limited to the manufacturer's published standard and optional equipment.

All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements.

The wheel loader shall have a 170 net horsepower, diesel engine and 3.25 cubic yard capacity bucket.

The wheel loader shall have a minimum operating weight of 30,500 pounds.

The wheel loader shall meet all OSHA and EPA requirements in effect on the date of bid opening.

ENGINE

The wheel loader shall have a 6-cylinder, turbocharged, air to air cooled diesel engine with a minimum 170 net horsepower. The engine shall provide a minimum SAE net torque rating of 560 ft-lbs at 1300 RPM.

The engine also shall have the following:

- Parent metal bore design
- · Integral oil cooler
- Integral water pump
- Dual stage air cleaner
- 24-volt electrical system with master disconnect
- Minimum 70-amp alternator
- Single serpentine belt with automatic self-adjusting belt tensioner for alternator
- · Mid-mount cooling system with no stacked coolers
- · Vertical spin-on engine oil filter
- 500 hour engine oil change interval
- Tier II emission approved engine
- On-board diagnostics requiring no special tools

Revised: 5/14/02

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

PAR'	T 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?
	BRIBBS EQUIPMENT
	BRIBBS EQUIPMENT 6901 Alico ROAD FT. MYERS, Fl. 33917
2.	What is the size of this facility (i.e. sales area size, warehouse, storage yard, ctc.)?
	8 ACRES, 25,000 square feet OFFICE
	8 ACRES, 25,000 square feet OFFICE & PARTS, 8 Eight SERVICE BAYS
PAR	T 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.

Revised: 5/14/02

FORMAL QUOTE NO.: Q-030514

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

## 1/2 million ANTS inventory in stock BRIBGS EQUIPMENT 13 THE LARGEST CASE DEALER IN NORTH AMERICA. 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. ### ANY CONSTRUCTION EQUIPMENT FOR ALL DEPARTMENTS of FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED BY STATE CONTRACT AND COMPETITIVE B	this contr	act.
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. HEAVY CONSTRUCTION EQUIPMENT FOR ALL DEPARTMENTS of FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED	# 1/2.	million parts inventory in stock
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. HEAVY CONSTRUCTION EQUIPMENT FOR ALL DEPARTMENTS of FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED	BRIGE	S EQUIPMENT IS THE LARGEST CASE
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. HEAVY CONSTRUCTION FRUIPMENT FOR ALL DEPARTMENTS C/O FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED	DEAL	ER IN NORTH AMERICA.
Yes No If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary. HEAVY CONSTRUCTION FRUIPMENT FOR ALL DEPARTMENTS of FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED		
If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary. HEAVY CONSTRUCTION EQUIPMENT FOR ALL DEPARTMENTS CO FLEET SERVICES. CASE EQUIPMENT SOLD AND SERVICED	•	
CASE EQUIPMENT SOLD AND SERVICED		Yes No
CASE EQUIPMENT SOLD AND SERVICES.		consecutive years. Attach additional pages if necessary.
	ALL	DEPARTMENTS C/O FLEET SERVICES.
BY STATE CONTRACT AND COMPETITIVE B	CASE	EQUIPMENT SOLD AND SERVICED
	B1	STATE CONTRACT AND COMPETITIVE B
	-	

ATTACHMENT 5



FLEET MANAGEMENT

To:

Janet Sheehan, Purchasing Director

医医乳腺囊囊腺病毒性

From:

Marilyn Rawlings, Fleet Manager

Date:

6/25/2003

Re:

Blue Sheet for the purchase of one (1) Case Loader 721 D Tier II Articulated Wheel Loader.

for Maules

Please prepare a Blue Sheet as follows for one (1) Case Loader 721 D Tier II Articulated Wheel Loader.

ACTION REQUESTED:

Approve the purchase of one (1) Case Loader 721D Tier II Articulated wheel Loader from Briggs Equipment Company. Fleet has completed it's review of the Case Loader 721D Tier II articulated wheel Loader and have received a quote on the loader- Quote # Q-030514. Fleet is recommending the quote be rewarded to Briggs Equipment Company. Approve base price of Case Loader in the amount of \$110,772. Approve additional options of 6yrs/6,000 hours full machine warranty in the amount of \$7,545.

Total purchase price is \$118,317.

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:

Fleet Management received a request from the D.O.T. Operations Department for the purchase of a Case Loader 721D Tier II Articulated Wheel Loader to move debris from construction sites, clear right of ways and to load construction material into dump trucks.

BACKGROUND:

Briggs Equipment Company was the low bidder on this quote. The Loader is a replacement for # 019272, which has satisfied Fleet's replacement criteria. Replacement of the Loader will ensure a more reliable and dependable machine to assist with D.O.T.'s ever increasing volume of work.

Account String to be charged is PC 5410117500.506430.

Cc: Donat Lawes

Fleet Use Only: # 03 - 040

Thr C	OUNTY GOVE	MENTAND VE	HICEE REOU	EST FORM	AGLMENT
			KINT ORTYPE :	TOPRA	Sharing
7. FUNDIN	IG SOURCE:			~IMP	
To The Velai	cle Replacement Fund	144			
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1 Other	r, Please Specify Accou	nt String			•
If needed.	, please provide addition	nal account strings:			 _
		-		115	
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Memo

To: Donat Lawes, Equipment Acquisition Specialist

From: Danny Brashear, Shop Superintendent

CC:

Date: 3/5/2003

Re: New Loader For DOT

This memo is to summarize what we discussed during our meeting on the new purchase of a loader.

Speaking for the shop, I feel we should standardize with a Case loader since that is the same equipment we are currently using. We haven't encountered many problems at all with the Case brand machines that we are currently running now. DOT bought a Case loader last year with the intentions of getting another machine, identical as the last one, this year. Since the department bought attachments to the Case loader last year, we should buy a machine that will in fact use the same attachments. I'm not sure if Case is the only machine to use it's own attachment or not. Maybe you should add this statement to the quote:

"The machine that is being quoted should be able to use the following attachments,...make, model, ect....."

The shop would like to see us buy a Case loader. I know there are several different machines that could do the same work, but we need to look at the standardizing of Case loaders. By doing this we can save money of training mechanics, parts inventory shouldn't go up as much, and the downtime should be less because of having the same make/model. If the same model is not available, we should also get a machine will allow us to use our attachments.

I honestly feel in the long run, Lee County would be better off standardizing with the same make machine were possible even if the cost is a little more up front. You will eventually see the savings as we go.

If you have any questions regarding this memo or any issues that we discussed, please give me a call at 338-3239.

Thank you.

Danny Brashear

Shop Superintendent.

Brashear, Danny; Chamblee, Donald; Johnston, Carrol Doc; Lawes, Don

Date: 3/26/2003 2:05 PM

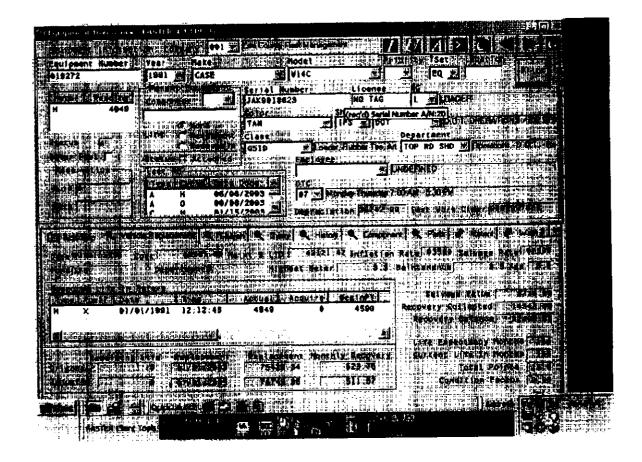
Subject: Frontend Loader.

Don, the purpose of this e-mail is to let you know that all who were involved with the meeting on the Loaders is in agreement with the Specs.

6-590 CUMMINS DIESEL / 3SPEED

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O	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: 1 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).
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	DEPARTMENT LIKECTOR DATE
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	* COUNTY MANAGER / DESIGNEE DATE
	* REQUIRED FOR ALL PURCHASES BITTWEEN \$ 25,000 - \$50,000,
	SUBMIT THIS COMPLETED FORM TO FLEET MANAGEMENT
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MEMORANDUM FROM THE DIVISION OF PURCHASING

DATE: JULY 8, 2003

TO: MARILYN RAWLINGS FLEET MANAGER

PROJECT: One (1) Case Loader

Formal Quotation TYPE:

Briggs Equipment AWARDED TO:

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 Kroslack in the County Attorney's Office.

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