

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

Blue Sheet No. 20061006 -UTL

1. ACTION REQUESTED/PURPOSE: Hear Bid Protest and consider award of Formal Quotation No. Q-060504, the purchase of One (1) 36' Hydraulic Excavator for Utilities, to the low quoter meeting specifications, G.S. Equipment, Inc. at a price of \$166,711. Utilities is exercising its option not to award Option A (Power Tilt System).

2. WHAT ACTION ACCOMPLISHES: Pursuant to the Lee County Purchasing and Payment Procedures Manual, the Board will hear presentations by the protesting parties and may then decide which quote is in the best interest of Lee County, with articulated reasons for the decision. Ultimately, this purchase will provide Utilities with a new track-type, hydraulic excavator that will be used for digging out soil at job sites such as, but not limited to, water main breaks, force main breaks, gravity line breaks, new water or sewer line installations, and line upgrades and/or replacement within Lee County.

3. MANAGEMENT RECOMMENDATION: Approve as stated; upholding the Dispute Committee's recommendation (please see Background); and proceed with the award to G.S. Equipment, Inc.

4. Departmental Category: 10 **AIDA** **5. Meeting Date:** 8/22/06

6. Agenda: <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u> <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department <u>Utilities</u> Division <u><i>Douglas Meurer</i></u> By: Douglas Meurer, Director <div style="text-align: right;"><i>8-8-06</i></div>
---	--	--

9. Background: On June 27, 2006, the Division of Purchasing received sealed quotations for the purchase of one (1) 36' hydraulic excavator for Utilities. On that date, six responses were received; of which one was a no bid.

The quotes were thoroughly reviewed and a recommendation was received from Utilities and Fleet Management to award the quote to the low quoter meeting specifications, G.S. Equipment, Inc. On July 7, 2006, Notice of Intent to Award Letters were sent to all quoters.

- 7/12/06 – Initial Notice of Intent to File a Bid Protest was received from Flagler Construction Equipment
- 7/21/06 – Formal Written Protest was received from Flagler Construction Equipment
- 7/27/06 – Protest Hearing was held by the Dispute Committee

--BACKGROUND CONTINUED ON PAGE TWO--

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>meurer</i>	<i>meurer</i> 8-1-06	N/A		<i>meurer</i>	<i>meurer</i> 8/10/06	<i>meurer</i> 8/10/06	<i>meurer</i> 8/10/06	<i>meurer</i> 8/10/06	<i>meurer</i> 8-8-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	8-10-06 11:15 <i>meurer</i>
COUNTY ADMIN FORWARDED TO:	<i>meurer</i>
8/10/06	<i>meurer</i>

Rec. by CoAtty
Date: <i>8/10/06</i>
Time: <i>10:35 AM</i>
Forwarded to: <i>meurer</i>
<i>8/10/06</i>

--BACKGROUND CONTINUED FROM PAGE ONE--

The Dispute Committee consisted of the following staff members: Janet Sheehan, Purchasing Director, as Chairman; Marilyn Rawlings, Fleet Manager; and Caryn Agostino, Budget Analyst.

As a result of the Protest Hearing, it was the consensus of the Dispute Committee to deny the protest filed by Flagler Construction Equipment, uphold the recommendation by Utilities and Fleet Management, and move forward to the Board for award of Formal Quote No. Q-060504, the purchase of One (1) 36' Hydraulic Excavator, to G.S. Equipment, Inc. as the low quoter meeting specifications at a price of \$166,711.

Pursuant to the Lee County Purchasing and Payment Procedures Manual, the Board will hear presentations by the disputing quoters, and may then decide which quote is in the best interest of Lee County, with articulated reasons for the decision.

The Board of County Commissioners may:

1. Uphold the recommendation of the Dispute Committee;
2. Overturn the recommendation of the Dispute Committee and uphold the protest by Flagler Construction Equipment; or
3. Reject all quotes and re-quote the project, if the Board finds that there are sufficient ambiguities in the original quotation.

Funding is available: OD5363048700.506430

Please See Attachments:

1. Tabulation Sheet
2. Department's Request to Quote
3. Specifications
4. G.S. Equipment, Inc.'s Quote
5. Department's Recommendation of Award
6. Notice of Intent to File a Protest from Flagler Construction Equipment
7. Flagler Construction Equipment's Quote
8. Formal Written Protest from Flagler Construction Equipment
9. Transcript from Q-060504 Pre-Bid Conference Held on 6/20/06
10. Chronology of Events/Dispute Committee Meeting Synopsis

LEE COUNTY, FLORIDA TABULATION SHEET		FOR			
FORMAL QUOTATION #Q-060504		ONE (1) 36' HYDRAULIC EXCAVATOR			
OPENING DATE: JUNE 27, 2006		NATIONS		NORTRAX	
BUYER: BOB FRANCESCHINI		RENT		FLAGLER	
VENDORS		GS EQUIPMENT		SOUTHERN EQ.	
MACH					
ADDENDA ACKNOWLEDGED	YES	YES	YES	YES	YES
GRAND TOTAL DELIVERED PRICE AS SPECIFIED:	\$169,652.00	\$166,711.00	\$244,733.00	\$161,825.00	\$165,741.00
OPTION A - POWER TILT SYSTEM:	\$15,500.00	\$15,889.00	\$20,800.00	\$10,031.00	\$19,980.00
DELIVER WITH OWN VEHICLE:	YES	YES	NO	NO	NO
DELIVERED WITHIN CALENDAR DAYS:	21 ARO	30-60	150	90 or sooner	45-60
LOCAL VENDOR PREFERENCE	YES	YES	YES	YES	NO
MODIFICATIONS	YES	NO	YES	NO	NO
QUOTE SIGNED?	YES	YES	YES	YES	YES
MEETS SPECIFICATIONS	NO*	YES	NO*	NO*	NO*
THREE COPIES PROVIDED:	YES	YES	YES	YES	YES
OCCUPATIONAL LICENSE NO.:	992366	974578	4023	941222	N.A.
*MACHINE QUOTED NOT CAPABLE OF 36' REACH.					
NO BIDS					
Creel Tractor Co.					
POSTING TIME/DATE					
FROM: / /					
UNTIL: / /					
BY:					



DIVISION OF FLEET MANAGEMENT

06 JUN --8 PM 2:10

To: Janet Sheehan, Purchasing Director
From: Marilyn Rawlings, Fleet Manager *MR*
Cc: Danny Brashear, Fleet Operations Manager
Date: June 7, 2006
Re: Quotes for 36' Hydraulic Excavator

Please proceed with the formal quotation procedure for the purchase of a new 36' Hydraulic Excavator as requested by Department Of Utilities. Attached is a draft copy of the specs to be sent out. These specs have been reviewed by and approved by both Utilities and Fleet Management.

Fleet Management and Utilities have worked together to come up with a set of specs that will fulfill the needs of the department. All the necessary modifications and changes are written into the new specs. This new machine will be used for digging out soil at job sites as, but not limited to water main breaks, force main breaks, gravity line breaks, new water or sewer line installations, line upgrades or replacement.

Funds are available for this project in: **OD5363048700.506430**

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

Thank you.



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: Q-060504

OPEN DATE: JUNE 27, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: JUNE 20, 2006

AND TIME: 10:00 A.M.

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

REQUEST FOR QUOTATIONS

TITLE:

ONE (1) 36' HYDRAULIC EXCAVATOR

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

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

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

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

Bob Janes
District One

Douglas R. St. Camy
District Two **June 21, 2006**

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

Quotation No.: Q-060504

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ONE (1) 36' HYDRAULIC EXCAVATOR**

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

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

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

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

DIVISION OF PURCHASING



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

cc: Danny Brashear
Brad Wright
Lisa Pierce/Minutes

ADDENDUM #1 FOR QUOTE NO. Q-060504
36' Hydraulic Excavator

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

Page 22

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. **(Leave this as is) The user department has requested this option to remain a minimum of 36' reach.**

2.2.1 Diesel powered with a minimum net horsepower of ~~168~~. **162**

Page 23

2.2.11 Engine shall be equipped with a heavy duty starting system, 24-volt with a minimum of ~~800~~ **780** cold cranking amp batteries.

Page 24

2.3.5 Unit shall be equipped with front and rear tow hooks **or eyes to allow the use of a tow strap.**

Page 25

2.3.8 ~~Unit shall be equipped with a heavy duty idler recoil spring, set force minimum of 34,000lbs. per side. (Delete)~~

Page 26

2.4.7 Operator's cab shall be equipped with a full set of gauges to include, oil pressure, coolant temperature, fuel level, hour meter, tachometer, engine oil change alert ~~and air filter indicator. (Delete the air filter as long as you can see this indicator from sitting inside the operator's cab)~~

Page 28

2.5.11 Hydraulic system shall include a three position operating mode selector. **(or have an automatic selector system)**

2.5.13 Hydraulic system shall include no free swing circuitry on the machine. **(or this feature must be able to turn off and lock it out)**

Page 29

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided. **(This shall be a one time purchase for the machine, any future software updates will be on a separate purchase order)**

2.6.5 Bucket number 1. Unit shall be equipped with a heavy duty ~~75~~ **.74 (minimum)** cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed

30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'. **(Leave as is)**

Page 31

2.11.1 OPTION A

Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties. **(This option will be used at the end of the boom to rotate the attachments used with the machine)**

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

I. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words "Sealed Quote"
 2. Name of the firm submitting the quotation
 3. Title of the quotation
 4. Quotation number

- b. The Quotation shall be submitted in triplicate as follows:
 1. The original consisting of the Lee County quotes forms completed and signed.
 2. A copy of the original quote forms for the Purchasing Director.
 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **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.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **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.

8. **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.

9. **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.”

10. **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.

11. **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.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

14. **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.

15. **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.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the

County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

17. **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.

18. **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.

19. **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.

20. **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.

21. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

22. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

23. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ONE (1) 36' HYDRAULIC EXCAVATOR**

DATE SUBMITTED: _____

VENDOR NAME: _____

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

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

The undersigned acknowledges receipt of Addenda numbers:

**GRAND TOTAL DELIVERED PRICE FOR
ONE (1) 36' HYDRAULIC EXCAVATOR AS SPECIFIED:**

\$ _____ (U.S. DOLLARS)

OPTION A – POWER TILT SYSTEM

ADDITIONAL COST OF OPTION A: \$ _____ (U.S. DOLLARS)

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

YES _____ NO _____

TO BE DELIVERED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes _____ No _____

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR ONE (1) 36' HYDRAULIC EXCAVATOR**

PROJECT OVERVIEW

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

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) 36' hydraulic excavator for Lee County Utilities. The equipment quoted shall include all standard equipment as detailed in these specifications. Further, it shall be the manufacturer's latest production model, and be new and unused.

DELIVERY REQUIREMENTS

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

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

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

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

BASIS OF AWARD

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

REQUIRED SUBMITTALS

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

FIT FOR INTENDED PURPOSE

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

LOCAL BIDDER'S PREFERENCE

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

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

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

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

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATIONS
FOR ONE (1) 36' HYDRAULIC EXCAVATOR**

1.0 PURPOSE AND APPLICATION

- 1.1 These specifications are intended to describe the minimum requirements necessary to furnish one (1) new diesel powered, track excavator. The machine shall be new, the latest production model, shall carry the standard factory warranty and conform to all specifications listed herein. Each quote shall be accompanied by a detailed specification of the equipment submitted in response to this RFQ. Any and all parts and attachments not specifically mentioned but necessary to make the equipment complete shall be furnished by the successful quoter. The complete unit shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice and must meet all Federal, State, and OSHA regulations in force at the time of delivery. The machine must be a current model year.
- 1.2 Purpose. The purpose of this document is to provide minimum specifications and test parameters for the manufacture of a thirty six foot (36') hydraulic track excavator that meet the needs and desires of Lee County. It establishes essential criteria for the design, performance, equipment, and appearance of the machine. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.
- 1.3 General. This is an engineer, design, construct, and deliver type specification. It should be noted however that this specification is written around specific needs of this department. Award shall be given to the vendor whose Quote meets these specifications at the most competitive price.

- 1.3.1 Term of contract. This contract shall be in effect for 180 days from the date of approval by Lee County Board of County Commissioners.
- 1.3.2 Quantities. Lee County anticipates purchasing one (1) machine under the terms of this contract. In addition other interested public governmental agencies who elect to do so may purchase under any contract that might arise as a result of these specifications.
- 1.3.3 Delivery. Contractor shall notify Lee County designated personnel twenty-four (24) hours before delivery. The machine(s) and its equipment shall be delivered F.O.B. to:
Lee County Fleet Management,
2955 Van Buren Street,
Fort Myers, Florida 33916.

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

SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

will be marked to indicate whether the respondent complies with that paragraph. Any exceptions taken shall be listed on a separate sheet of paper and referenced by the proper number.

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

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. Vendor shall indicate below whether their proposed machine meets the requirements or if there are variances to the equipment. Exceptions to the specifications as set forth must be so stated in the quote response package. If extra space is needed to describe the product, please feel free to attach extra sheets. When doing so, be sure to reference the appropriate question number and section. Proposals taking total exception to these specifications will not be considered. Responses that do not comply with the prescribed method to take exceptions will be rejected without further consideration.

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

2.1 GENERAL:

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

2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 54,000 lbs. Not to exceed 58,000 lbs.

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

2.2 ENGINE :

2.2.1 Diesel powered with a minimum net horsepower of 168.

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

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

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

2.2.3 Minimum of 350 cubic inch displacement.

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

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

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

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

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

2.2.6 Engine shall be equipped with a removable radiator screen.

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

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

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

2.2.8 Engine shall be equipped with an electric throttle control.

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

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

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

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

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

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

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

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

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

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

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

2.2.14 Engine shall have a minimum of 250-hour oil change interval.

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

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

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

2.3 DRIVE SYSTEMS:

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

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

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

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

2.3.3 Unit shall be equipped with lifetime sealed lower rollers.

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

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

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

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

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

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

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

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

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

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

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

2.3.9 Unit shall be equipped with a minimum of 31.5" track shoes.

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

2.3.10 Unit shall not exceed an overall crawler length of 16' 2".

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

2.3.11 Unit shall not exceed an overall crawler width of 11' 6".

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

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

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

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

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

2.4 OPERATORS CAB:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 HYDRAULIC SYSTEM

2.5.1 Hydraulic system shall include a minimum of 10 micron return filters.

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

2.5.2 Hydraulic system shall include two variable displacement piston pumps.

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

2.5.3 The main hydraulic pumps shall provide the proper G.P.M. to supply all attachments required within these specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.10 Hydraulic system shall include a minimum of 10.0 (swing) R.P.M.

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

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

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

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

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

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

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

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

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

2.6 OTHER EQUIPMENT:

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

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

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided.

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

2.6.3 Unit shall be equipped with the vandalism protection kit.

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

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

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

2.6.5 **Bucket number 1.** Unit shall be equipped with a heavy duty .75 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

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

2.6.6 **Bucket number 2.** Unit shall be equipped with a heavy duty 1.5 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 48" and weight not to exceed 2,600 lbs.; Lee County would prefer this bucket to be 42" wide.

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

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'.

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

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

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

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

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

2.7 EXTERIOR PAINT:

2.7.1 Unit shall be manufacturer's standard color.

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

2.8 MANUALS:

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

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

2.8.2 Unit shall be delivered with manufacturer's literature shall be provided with bid, which clearly identifies make and model being sold and include a complete lists of all the specifications.

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

2.8.3 Unit shall be delivered with a certified weight slip upon delivery. This weight slip will include all optional equipment purchased.

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

2.9 SPARE KEYS:

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

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

2.10 TRAINING:

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

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

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

2.11 OPTIONAL EQUIPMENT:

2.11.1 OPTION A - Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties listed.

In the space provide on the Proposal Quote Form, please state the additional cost of Option A.

3.0 WARRANTY INFORMATION

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

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

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

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

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

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

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

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

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

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

Name: _____

Address: _____

Phone: _____

Additional warranty or logistical services may be listed below.

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

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

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

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

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

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

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

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

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

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

INSURANCE REQUIREMENTS

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

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

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

1. **Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.***

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

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

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

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

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

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

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

2. Verification of Coverage:

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

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

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

- 11. The mailing envelope has been addressed to:

MAILING ADDRESS		PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398	or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398		Ft. Myers, FL 33901

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

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

- 14. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ONE (1) 36' HYDRAULIC EXCAVATOR

DATE SUBMITTED: 27 JUNE 2006

VENDOR NAME: G.S. EQUIPMENT, INC.

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

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

The undersigned acknowledges receipt of Addenda numbers:

*1

GRAND TOTAL DELIVERED PRICE FOR
ONE (1) 36' HYDRAULIC EXCAVATOR AS SPECIFIED:

\$ 166,711.00 (U.S. DOLLARS)

OPTION A - POWER TILT SYSTEM

ADDITIONAL COST OF OPTION A: \$ 15,889.00 (U.S. DOLLARS)

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

YES NO

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

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

Yes No

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

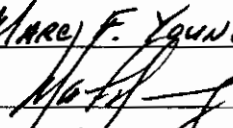
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME G. S. EQUIPMENT, INC.

BY (Printed): MARC F. YOUNG

BY (Signature): 

TITLE: BRANCH MANAGER

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

ADDRESS: 4555 LALEDO AVE

FT. MYERS, FL. 33905

PHONE NO.: (239) 334-6063

FAX NO.: (239) 334-4530

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

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 974578

E-MAIL ADDRESS: MARC@GSEQUIPMENT.NET

REVISED: 7/28/00

will be marked to indicate whether the respondent complies with that paragraph. Any exceptions taken shall be listed on a separate sheet of paper and referenced by the proper number.

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

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. Vendor shall indicate below whether their proposed machine meets the requirements or if there are variances to the equipment. Exceptions to the specifications as set forth must be so stated in the quote response package. If extra space is needed to describe the product, please feel free to attach extra sheets. When doing so, be sure to reference the appropriate question number and section. Proposals taking total exception to these specifications will not be considered. Responses that do not comply with the prescribed method to take exceptions will be rejected without further consideration.

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

2.1 GENERAL:

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

2006 KOBELCO SK250LC

2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 54,000 lbs. Not to exceed 58,000 lbs.

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

2.2 ENGINE :

2.2.1 Diesel powered with a minimum net horsepower of 168.

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

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

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

2.2.3 Minimum of 350 cubic inch displacement.

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

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

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

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

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

2.2.6 Engine shall be equipped with a removable radiator screen.

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

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

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

2.2.8 Engine shall be equipped with an electric throttle control.

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

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

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

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

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

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

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

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

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

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

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

2.2.14 Engine shall have a minimum of 250-hour oil change interval.

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

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

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

2.3 DRIVE SYSTEMS:

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

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

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

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

2.3.3 Unit shall be equipped with lifetime sealed lower rollers.

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

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

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

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

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

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

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

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

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

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

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

2.3.9 Unit shall be equipped with a minimum of 31.5" track shoes.

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

2.3.10 Unit shall not exceed an overall crawler length of 16' 2".

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

2.3.11 Unit shall not exceed an overall crawler width of 11' 6".

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

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

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

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

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

2.4 OPERATORS CAB:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 HYDRAULIC SYSTEM

2.5.1 Hydraulic system shall include a minimum of 10 micron return filters.

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

2.5.2 Hydraulic system shall include two variable displacement piston pumps.

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

2.5.3 The main hydraulic pumps shall provide the proper G.P.M. to supply all attachments required within these specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.10 Hydraulic system shall include a minimum of 10.0 (swing) R.P.M.

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

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

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

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

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

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

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

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

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

2.6 OTHER EQUIPMENT:

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

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

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided.

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

2.6.3 Unit shall be equipped with the vandalism protection kit.

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

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

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

2.6.5 **Bucket number 1.** Unit shall be equipped with a heavy duty .75 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

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

2.6.6 **Bucket number 2.** Unit shall be equipped with a heavy duty 1.5 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 48" and weight not to exceed 2,600 lbs.; Lee County would prefer this bucket to be 42" wide.

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

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'.

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

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

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

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

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

2.7 EXTERIOR PAINT:

2.7.1 Unit shall be manufacturer's standard color.

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

2.8 MANUALS:

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

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

2.8.2 Unit shall be delivered with manufacturer's literature shall be provided with bid, which clearly identifies make and model being sold and include a complete lists of all the specifications.

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

2.8.3 Unit shall be delivered with a certified weight slip upon delivery. This weight slip will include all optional equipment purchased.

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

2.9 SPARE KEYS:

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

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

2.10 TRAINING:

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

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

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

2.11 OPTIONAL EQUIPMENT:

2.11.1 OPTION A - Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties listed.

In the space provide on the Proposal Quote Form, please state the additional cost of Option A.

3.0 WARRANTY INFORMATION

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

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

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

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

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

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

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

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

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

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

Name: G. S. EQUIPMENT, INC.

Address: 4555 LAREDO AVE

FR. MYERS, FL. 33905

Phone: (239) 334-6063

Additional warranty or logistical services may be listed below.

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

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

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

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

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

4555 LAREDO AVE

FT. MYERS, FL. 33905

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

2 ACRES WITH AN 8,000 SF. SERVICE FACILITY, 4,000 SF.

PARTS FACILITY FENCED, LIGHTED AND SECURED.

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? 14
IN THE FT. MYERS FACILITY.

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

AS REQUIRED BY THE MANUFACTURER TO MAINTAIN
MAXIMUM PRODUCT SUPPORT.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

EXCEED ALL REQUIRED PARTS RECOMMENDED STORING LEVELS
AS DETERMINED BY THE MANUFACTURER.

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

Yes No

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

GRADALL SALES AND SUPPORT
KOBELCO SALES AND SUPPORT
KAISER SALES AND SUPPORT

LEE COUNTY
FLORIDA
STATE

FAX:
Dr: GSEquipment
Brian Cox
334-4530

June 21, 2006

FROM: LEE COUNTY PURCHASING
BOB FRANCESCHINI
FAX: 239-344-5460

Quotation No.: Q-060504

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ONE (1) 36' HYDRAULIC EXCAVATOR**


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

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

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

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

DIVISION OF PURCHASING



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

cc: Danny Brashear
Brad Wright
Lisa Pierce/Minutes

ADDENDUM #1 FOR QUOTE NO. Q-060504
36' Hydraulic Excavator

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

Page 22

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. (Leave this as is) The user department has requested this option to remain a minimum of 36' reach.

2.2.1 Diesel powered with a minimum net horsepower of 168. 162

Page 23

2.2.11 Engine shall be equipped with a heavy duty starting system, 24-volt with a minimum of 300 780 cold cranking amp batteries.

Page 24

2.3.5 Unit shall be equipped with front and rear tow hooks or eyes to allow the use of a tow strap.

Page 25

2.3.8 ~~Unit shall be equipped with a heavy duty idler recoil spring, set force minimum of 34,000lbs. per side. (Delete)~~

Page 26

2.4.7 Operator's cab shall be equipped with a full set of gauges to include, oil pressure, coolant temperature, fuel level, hour meter, tachometer, engine oil change alert ~~and air filter indicator.~~ (Delete the air filter as long as you can see this indicator from sitting in side the operator's cab)

Page 28

2.5.11 Hydraulic system shall include a three position operating mode selector. (or have an automatic selector system)

2.5.13 Hydraulic system shall include no free swing circuitry on the machine. (or this feature must be able to turn off and lock it out)

Page 29

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided. (This shall be a one time purchase for the machine, any future software updates will be on a separate purchase order)

2.6.5 Bucket number 1. Unit shall be equipped with a heavy duty ~~.75~~ .74 (minimum) cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed

30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'. (Leave as is)

Page 31

2.11.1 OPTION A

Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties. (This option will be used at the end of the boom to rotate the attachments used with the machine)

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

MAILING ADDRESS Lee County Purchasing P.O. Box 398 or Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
---	---
- 12. The mailing envelope **MUST** be sealed and marked with:
 Quote Number
 Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:
G.S. EQUIPMENT, INC.
4555 LARROD AVE
FT. MYERS, FL. 33905

KOBEKO®

Your competitive edge.

SK250LC

WT 25,000 lb

HP 200/200 (200/200) kW

DET CAP 25.0/25.0 cu yd

Dynamic Acera Hydraulic Excavator

KOBELCO

- The Industry's Largest Cab (p. 2)**
- Climate-Control Air Conditioning (p. 2)**
- Adjustable-Height Control Levers (p. 2)**
- AM/FM Radio (p. 2)**
- Mitsubishi Engines (p. 3)**
- The Industry's Highest Horsepower (p. 3)**
- Auto Warm-Up System (p. 3)**
- Assist Mode (p. 4)**
- Manual Mode (p. 5)**
- Breaker Mode (p. 5)**
- Auto-Acceleration System (p. 5)**
- The Industry's Highest Breakout Force (p. 6)**
- Super-Strong Booms and Arms (p. 6)**
- Breaker Valve with Flow Control (p. 7)**
- Better Noses, Better Seals (p. 7)**
- Independent Travel (p. 8)**
- Fastest Speed in its Class (p. 8)**
- Stronger Crawler Frame (p. 8)**
- 100-Event Fault Code Memory (p. 9)**
- Friction-Inhibiting Bushings (p. 9)**





KOBELCO SK250_{LC} DYNAMIC ACERA

It takes a true competitive edge to be profitable in today's construction market. A good idea is not always enough — it takes the right kind of company to bring it to life.

Kobelco's new SK250_{LC} Dynamic Acera, like all the new Dynamic Acera Line, typifies the company's commitment to innovation, imagination, practicality and value to the customer. Contact your nearest dealer to learn firsthand what makes Kobelco "Your Competitive Edge."

- 2 CAB & CONTROLS
- 3 EXCEPTIONAL ENGINE
- 4 COMMAND CENTER
- 6 HYDRAULIC PERFORMANCE
- 8 TREMENDOUS TRAVELER
- 8 UNCOMMON UNDERCARRIAGE
- 9 SIMPLE SERVICING
- 10 WEIGHTS & DIMENSIONS
- 11 LIFTING CAPACITIES
- 12 WORKING RANGES

PR

PERFORMANCE. PRODUCTIVITY. PROTECTION.

NEW
EXCLUSIVE

CAB & CONTROLS

The Industry's Largest Cab

We've expanded the cab by 18% — making it the largest in the industry — to give the operator lots of elbow room while ensuring that each and every control is ergonomically positioned for maximum convenience and unobstructed productivity. Our design specialists also increased the total clear glass surface area by 81%, to make the operator feel more connected with the world outside and designed the controls so it's easy for operators to get in and out of the cab.

Climate-Control Air Conditioning

The large capacity system can effortlessly generate an impressive 10,120 BTU/h (1.52 tons) of cool air or 20,237 BTU/h of heat, to rapidly reach and maintain the operator's desired temperature. Five vents are carefully placed at foot level, chest level and to the rear, with one of the vents at the front right position of being directly in the operator's face, like a refreshing breeze, and another at the window like a defroster.

Viscous Silicon-Filled Cab Mounts

By filling these seated mounts with viscous silicon, we help eliminate the shocks and vibrations that cause fatigue on operators and degrade the productivity over a long shift.

AM/FM Radio

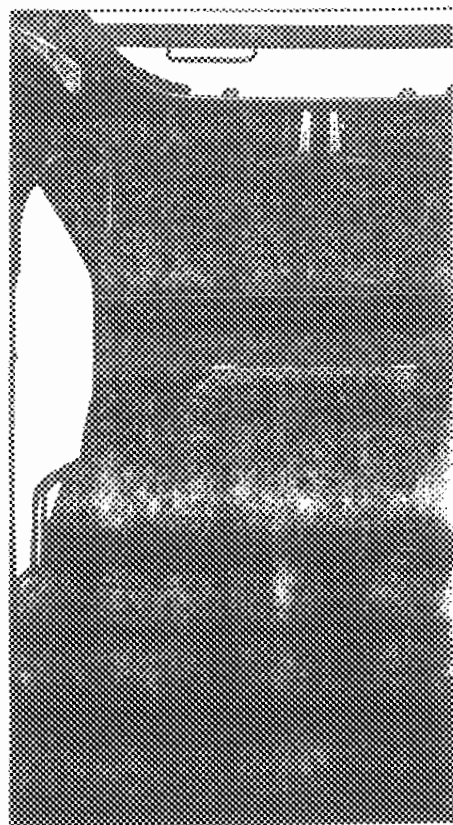
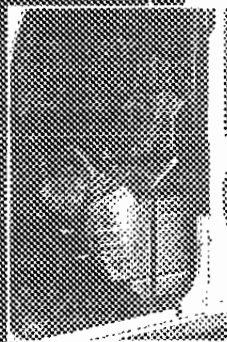
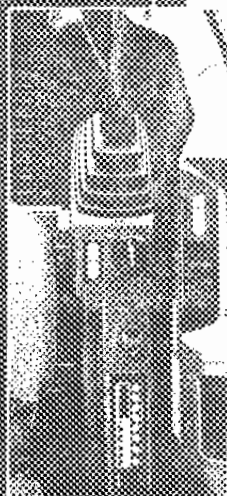
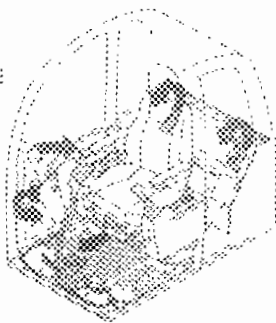
A 3-speaker AM/FM stereo radio, with operator's clear vision selections, is standard.

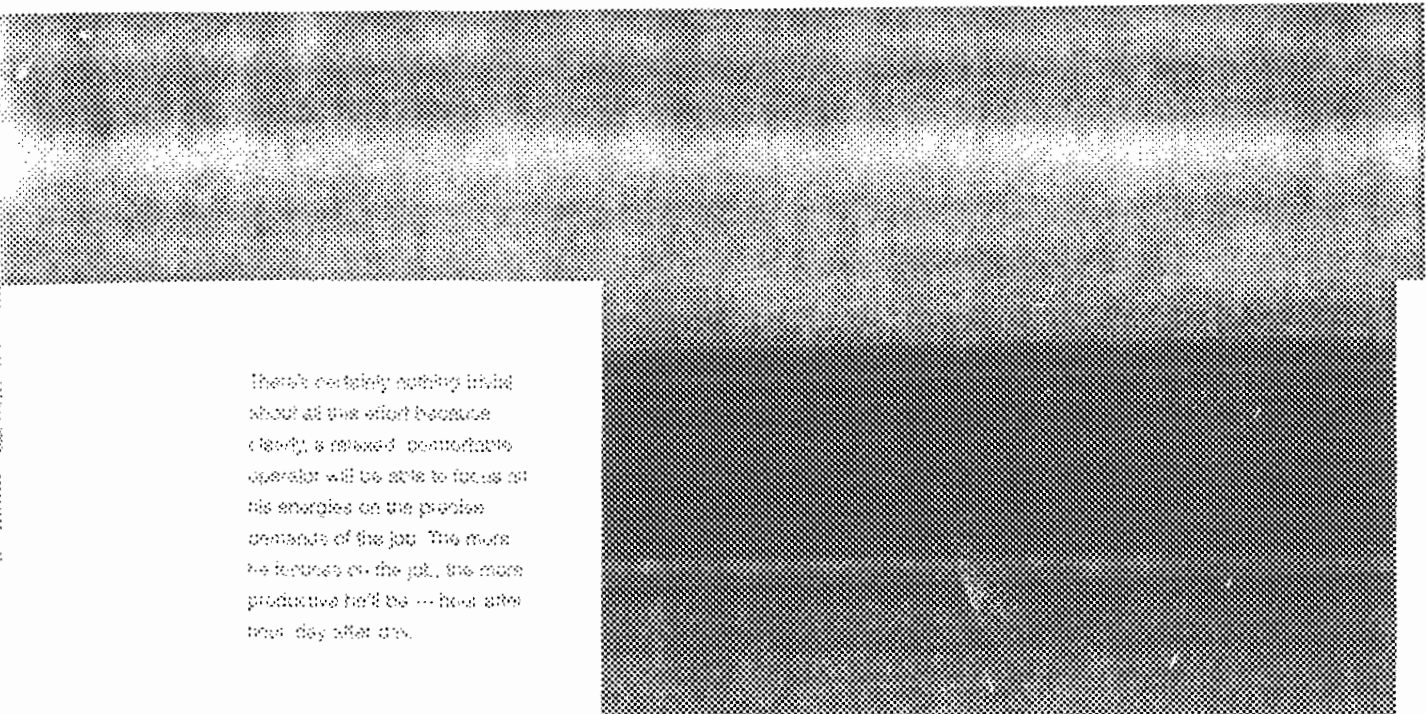
Adjustability = Productivity

The adjustable, 7-position suspension seat lets any operator get completely comfortable, personalized to rise or shape. The seat suspension can be adjusted to compensate for the operator's weight. The front and rear of the seat can be selected up and down. The angle of seat-back recline is adjustable as is the front to back location of the seat. The seat rests adjust up/down and the head rest adjusts from 30° forward as well as up/down. We designed the front window so the operator can easily position it to be fully down and in place, or stored overhead up and out of the way. The bottom glass also can be easily removed and stored inside the cab.

Adjustable-Height Control Levers

Because operators come in all different heights, we designed an adjustable height feature into our pilot control levers. By adjusting the lever height to three different heights, the operator doesn't have to feel uncomfortable no matter if he is short, average or tall.





There's certainly nothing to be
shouted about here because
clearly, a relaxed, comfortable
operator will be able to focus all
his energies on the precise
demands of the job. The more
he focuses on the job, the more
productive he'll be — how often
that day after day.

EXCEPTIONAL ENGINE

Rock-Solid Reliability, Mitsubishi Engine

We've chosen the rock-solid, reliable Mitsubishi 6D94-11E6 engine to power the *Dynapac A Series SK250LD*. That's because this design has been carefully engineered for exceptional performance over a long working life. Plus, as in Kubota design, and offers qualified Mitsubishi support, you enjoy one-stop repair and maintenance convenience that helps you minimize downtime and keep your excavator on the job even longer. It's the kind of performance that can give you a competitive advantage over the long run. Each Mitsubishi engine comes with a tremendous support program:

- The basic warranty, which includes parts, labor, and mileage, covers defects in material and workmanship for 1 year/unlimited hours or 2 years/100,000 hours, whichever comes first.
- Standard, extended coverage for major components, 1 year/10,000 hours.
- Extended warranty protection can be purchased beyond the basic warranty period in multiple years and hours through Kubota's iProtect program.

The Industry's Highest Horsepower

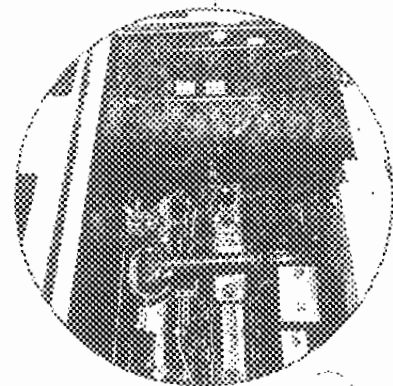
The mighty Max-1000 power plant that propels our SK250LD generates 176 net horsepower, which is the industry's highest rating in this class. And the more power these engines generate, the more productivity you generate. All the while, these super-efficient engines are designed to ensure maximum fuel economy and comply with worldwide emissions requirements.

Auto Warm-Up System

We installed an automatic warming system that cuts the time necessary for the engine and the hydraulic systems to reach their optimum performance levels.

PERFORMANCE

Swing speed	11 rpm
Grazeability	35" (76%)



COMMAND CENTER

Our NeuralNet Command System Reacts to the Operator

One of the most impressive innovations we have designed into the Dynamic Axers line is our NeuralNet Command System. Its "fuzzy logic" software works much like the technology that makes advanced military aircraft ultra-responsive to a pilot's every whim, converting a simple hand movement and translating it into a series of sophisticated control messages. All of which make a command a precise, instant and a timely action.



LEVELING



SCATTERING



COMPACTING

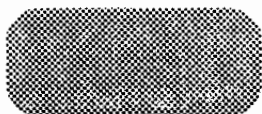
Assist Mode

This mode mimics the "fuzzy logic" of our revolutionary NeuralNet Command System, available only on Dynamic Axers excavators. During operation, constant engine RPM is maintained under varying load conditions for outstanding production efficiency. It recognizes various tasks and automatically responds, assisting the operator by adjusting the machine's response to the job's conditions. By eliminating the need for an operator to manually select from 10 individual work mode options per task, the Assist Mode helps him cut waste on the job, instead of pushing buttons. That leads to easier operation and more productivity — every task, every day.

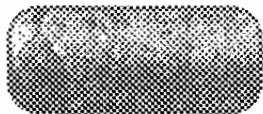
A graphic display on the machine's base of the net-mode module displays system performance, confirming each work mode setting.



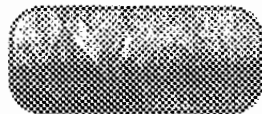
DIGGING



LEVELING



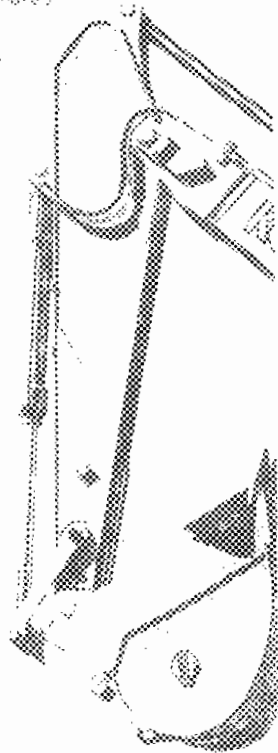
SCATTERING



COMPACTING



STANDBY



Normal Mode

This default mode maximizes output for the heavy equipment that require the excavator's full performance. It delivers the highest possible level of production for truck loading, mass excavation, or any task requiring continuous maximum speed and power.

Breaker Mode

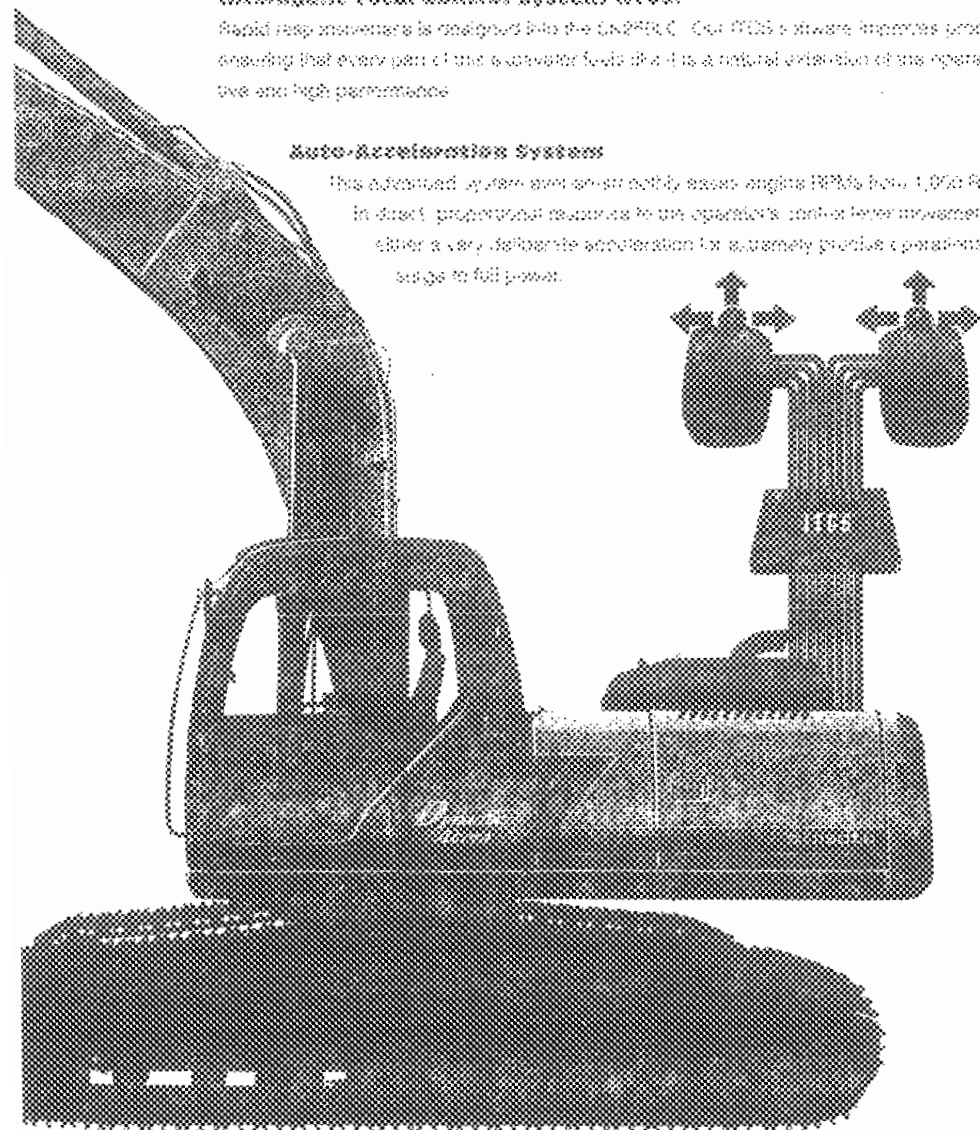
This new hydraulic setting lets users as quickly adjust the pump flow rates for various attachments, like breakers and nibblers/breakers, right from the cab. When the breaker mode is set, the flow volume is automatically controlled by whenever using the user's direction. When it is not set, the flow volume defaults to the normal rate.

Intelligent Total Control System (ITCS)

Rapid response movement is designed into the CAT® C-100 ITCS software, improves connectivity while ensuring that every part of the excavator feels like it is a natural extension of the operator, promise, productivity and high performance.

Auto-Acceleration System

This advanced system can automatically raise engine RPMs from 1,000 RPM to full speed in direct proportion to an operator's control lever movements. The result is either a very deliberate acceleration for extremely precise operations, or an instant surge to full power.



QUALITY AND PERFORMANCE



HYDRAULIC PERFORMANCE

The Industry's Best Lift Capability

Excavating in its class beats our SK250LC — front or side — and we can prove it. We've increased the SK250LC's stability front over the front and over the side. We even hardened our upper revolving frame and undercarriage so they could handle bigger loads — thereby increasing the machine's overall structure. And should you need it, the Dynamic Action's heavy-lift system can be expanded on for an increased capacity at close radius with no line link. These increases give the SK250LC the ability to handle large pipe, trench boxes or your most demanding jobs — with or breaking a sweat.

The Industry's Highest Breakout Force

Each SK250LC excavator boasts higher breakout forces than our previous model (SK200LC H) making it the highest in its class. Likewise, each SK250LC features 10% higher bucket forces than before, moving to the top of the category for best force performance as well.

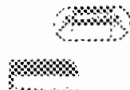
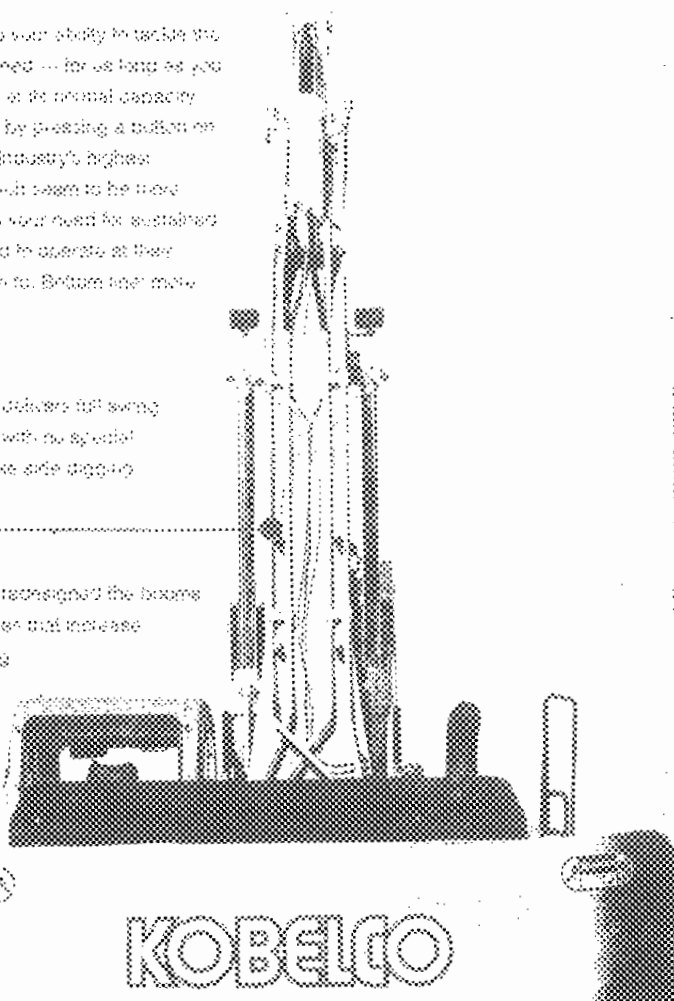
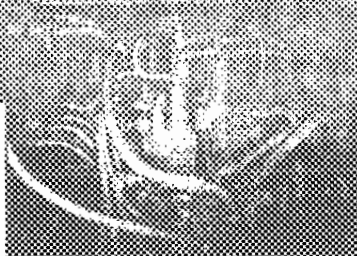
Because instant power on demand is so critical to your ability to tackle the really tough jobs, we give you all the power you need — for as long as you need it. Even when a Dynamic Action is operating at its normal capacity your operator can boost it by another 10% simply by pressing a button on the right-hand control lever, which unleashes the industry's highest breakout force. Unlike competitive systems — which seem to be more concerned with their number of shortcomings than your need for sustained power — Dynamic Action excavators are designed to operate at their highest power levels for as long as you need them to. Bottom line: more power to you.

Swing Priority

This exclusive system automatically and instantly delivers full swing power during on-imped swing/arm operation — with no special switches to fiddle — making quick work of jobs like side digging and backfilling.

Super-Strong Booms and Arms

To complement our enhanced lift capabilities, we redesigned the booms and arms. We reinforced them with very thick plates and increased up-dig by 11% to handle the massive new digging forces. We also added vents of reinforcing bars onto the arm's top, gusset to make it even more resistant to damage. Additionally, both the boom and arm have been pre-configured with flanged blocks for auxiliary pining, making them more adaptable to your long-term needs.



KOBELCO

BUCKET SELECTION CHART

Bucket Duty	Capacity (US)		Width Inches (in)	Bucket Weight (lb)	Arm B (in)	
	cu yd	m ³			9'-9"	12'-0"
Light Duty	0.75	(0.57)	24 (610)	1,100 (500)	H	H
	1.125	(0.86)	30 (762)	1,710 (776)	H	H
	1.5	(1.13)	36 (914)	2,320 (1,052)	M	L
	1.875	(1.41)	42 (1,067)	2,930 (1,328)	M	L
Heavy Duty	0.875	(0.66)	24 (610)	1,875 (853)	H	H
	1.375	(1.05)	30 (762)	2,500 (1,133)	M	L
	1.875	(1.41)	36 (914)	3,125 (1,418)	M	L
Severe Duty	0.75	(0.57)	27 (688)	2,200 (1,000)	H	M
	1.125	(0.86)	33 (838)	2,825 (1,281)	M	M
	1.5	(1.13)	39 (991)	3,450 (1,564)	X	X

1. Used with bucket at angle of up to 30°
2. Used with bucket at angle of up to 45°
3. Used with bucket at angle of up to 60°
4. Used with bucket at angle of up to 75°
5. Used with bucket at angle of up to 90°
6. Used with bucket at angle of up to 105°
7. Used with bucket at angle of up to 120°
8. Used with bucket at angle of up to 135°
9. Used with bucket at angle of up to 150°
10. Used with bucket at angle of up to 165°
11. Used with bucket at angle of up to 180°
12. Used with bucket at angle of up to 195°
13. Used with bucket at angle of up to 210°
14. Used with bucket at angle of up to 225°
15. Used with bucket at angle of up to 240°
16. Used with bucket at angle of up to 255°
17. Used with bucket at angle of up to 270°
18. Used with bucket at angle of up to 285°
19. Used with bucket at angle of up to 300°
20. Used with bucket at angle of up to 315°
21. Used with bucket at angle of up to 330°
22. Used with bucket at angle of up to 345°
23. Used with bucket at angle of up to 360°

Boom and Arm Holding Valves

Operators can leave to haul pipe or other heavy objects stationary while other crew members complete their work. To make sure these heavy loads don't budge, we've engineered our boom and arm holding valves to minimize settlement and

Add-On Attachment Valves

Our engineers increased the excavator's functionality by designing it with an expandable main control valve. One additional valve, the breaker valve, is standard and two additional optional valves can be added. So, in about an hour you'll be ready to add to your attachments.

- Accommodates optional hi-flow/low and low-flow valves with full pressure regulation
- Breaker, hammer/ripper and low-flow can all be isolated on the SA250LC without disassembling the valve.
- Flow to the hi-flow/low valve is swappable from single or double line from the operator's cab.

Breaker Valve with Flow Control

Every excavator in the C-Series line features a breaker valve that protects your equipment investment by limiting pre-set maximum breaker flow rates — so operators are less likely to damage your excavator or attachments through over-aggressive use.

Better Noses, Better Senses

The metal hydraulic tubing in and around the main control valve has been replaced with flexible, long-lasting hoses that are easier to maintain. We also replaced the metal-to-metal seals with flexible O-ring seals (ORS) that not only seal better, but are more commonly available, easier to fix and longer lasting.

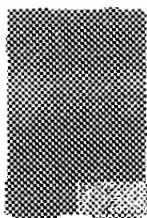
HYDRAULIC SYSTEM

Max discharge flow	2 x 63.4 US gal/min (2 x 240 L/min)	
Implement	4,950 psi (338 kg/cm ²)	
Swing	4,270 psi (300 kg/cm ²)	
Control valves	0 spool	

DIGGING FORCE

	100 x 100	100 x 120
Bucket digging force	137,000 (10,700)	83,000 (15,194)

Power Break weights



Boomer Valve
Hydra Valve

PERFORMANCE



TREMENDOUS TRAVELER

Independent Travel

Chassis mounted in the space between the 1915 and 1916 tracks, the pump, motor, and frame, resulting in smooth, cushioned travel. Suspension allows the tracks to conform to the terrain, providing excellent traction. Drive sprockets are mounted on a common shafting and 12-pin, low-draw shafts, and independent idlers provide the means to adjust the tension of the tracks, allowing for easy adjustment of track tension.

The World's Speed Champ

The D7E's 1915 track system is rated for a maximum travel speed of 3.7 mph (6.0 km/h) on the smoothest terrain. It has a high ground clearance of 1.5 meters (5.0 feet) to allow for easy movement. The engine and fuel tank are mounted to the 1915 track system, providing the means to move the engine and fuel tank to a high ground clearance.



UNCOMMON UNDERCARRIAGE

Strengthened Crawler Frame

By increasing the strength and rigidity of the frame, the D7E's 1915 track system provides a high level of strength and rigidity. The 1915 track system provides the means to increase the strength and rigidity of the frame, providing the means to increase the strength and rigidity of the frame. The 1915 track system provides the means to increase the strength and rigidity of the frame.

X-shaped Carbody

The X-shaped frame provides the means to increase the strength and rigidity of the frame, providing the means to increase the strength and rigidity of the frame. The X-shaped frame provides the means to increase the strength and rigidity of the frame, providing the means to increase the strength and rigidity of the frame.

Long-Life Components

The D7E's 1915 track system provides the means to increase the strength and rigidity of the frame, providing the means to increase the strength and rigidity of the frame. The D7E's 1915 track system provides the means to increase the strength and rigidity of the frame, providing the means to increase the strength and rigidity of the frame.

SIMPLE SERVICING

Self-Diagnostic Capabilities

The best way to deal with problems is to avoid them, which is why we've built a self-diagnostic function into the computer system. It constantly gathers and displays up to 68 different service items to help ensure small problems don't turn into big expenses. This even includes checking hydraulic pressure conveniently from the operator's cab.

100-Event Fault Code Memory

We've eliminated the need to use tools, gauges or laptop computers to remotely retrieve data for most system faults. Now up to 100 fault codes, trouble locations and hours of each event are all accessible from the same control console, including downtime and keeping your records at working length.

Friction-Inhibiting Bushings

Kobelco high-wear has substantially increased both the durability and longevity of the W260LC's boom feet and boom-rod rollers. Our design engineers came up with special wear-resistant brass bushings finished with graphite inserts, a long-lasting silica lubricant that inhibits friction and, along with your routine maintenance procedures, helps maximize the life of these critical components.

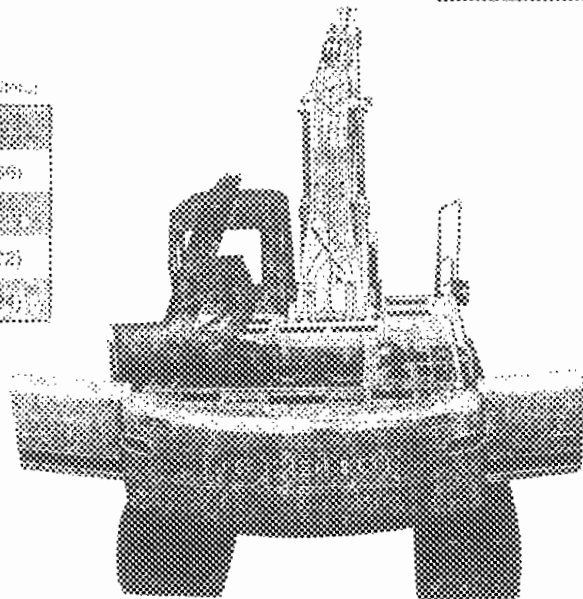
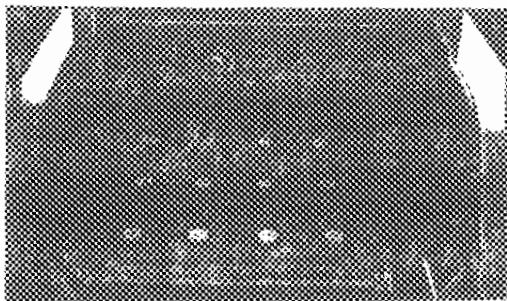
Easy-Maintenance Radiator

Now you can service the radiator without having to drain the hydraulic system, thanks to a new design that makes the radiator and oil cooler systems independent of each other. We've built an adequate space — about four inches — between the radiator and the oil cooler so it's easy to access either component for servicing. Or to put hose off any debris that has accumulated on the protective dirt screen separating them.

REFILLING CAPACITIES

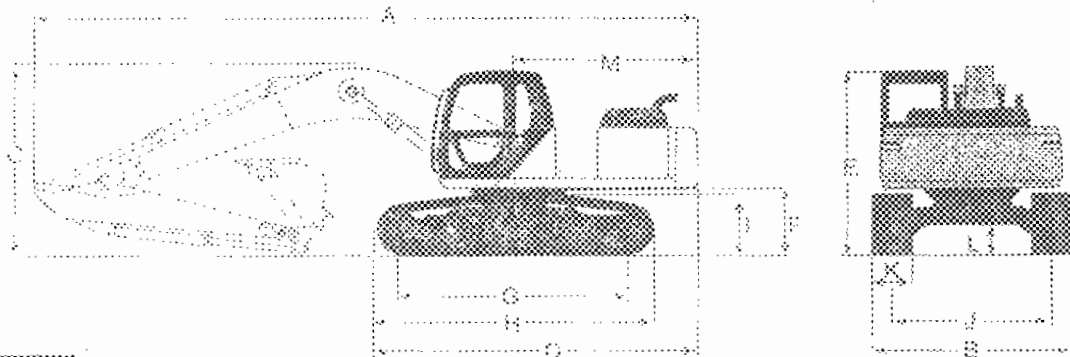
(Unit: US gal/liter)

Hydraulic oil reservoir	41.4 (156)
Oil cooler system	5.8 (22)
Total operating capacity	47.2 (178)



SPECS

WEIGHTS & DIMENSIONS



WEIGHTS

Operating weight (ISO 9001)

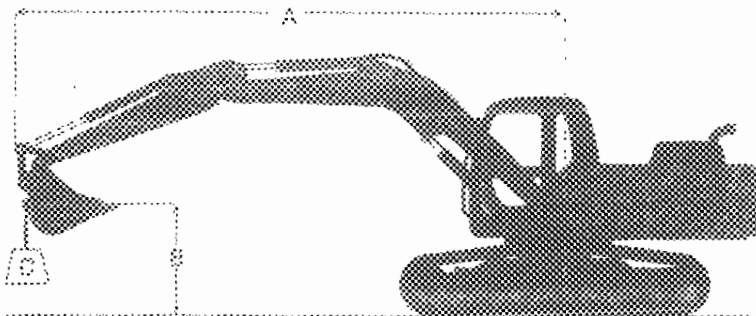
	Unit (mm)	34.5 (796)	34.8 (800)
Shoe width	m (mm)	27.6 (706)	31.8 (800)
Machine overall width	ft (in)	10'10" (3.10)	11'0" (3.31)
Ground pressure	psi (kg/cm ²)	6.0 (0.43)	5.40 (0.38)
Operating weight	kg (lb)	34,500 (76,120)	35,800 (79,100)

DIMENSIONS

Unit: mm (in)

ARM LENGTHS	ft (in)	(2.92)
A Overall length	32'1"	(10.00)
B Overall width (with 800mm shoe)	11'0"	(3.31)
C Overall height (to top of boom)	10'0"	(3.05)
D Base machine length	31'10"	(9.75)
E Overall height (to top of cab)	9'7"	(2.92)
F Ground clearance of rig and	12'9"	(3.91)
G Center distance of lumbars	12'9"	(3.91)
H Overall length of crawler	31'10"	(9.75)
I Crawler height at tumbler center	30'4"	(905 mm)
J Track gauge	31'10"	(975 mm)
K Width of crawler shoe	31'9"	(905 mm)
L Ground clearance of undercarriage	12'9"	(3.91)
M Tear-out radius	9'9"	(2.98)

Unit: mm (in)



- Loading over brow
- Loading over elevated dipper
- A Reach (swing distance to bucket at end)
- B Bucket fork length at maximum height
- C Lifting capacity in pounds and kilograms
- D Max. discharge pressure
- E Tank size: 31.07 (976) gal (118.4) cu ft (3.3) m³
- F Burn: 18.07 (33) hp

LIFTING CAPACITIES

B	Bucket weight: 2,250 lb (1,020 kg)				Bucket weight: 2,500 lb (1,133 kg)				Bucket weight: 2,750 lb (1,247 kg)				
	A (12.5 m)		A (12.0 m)		A (11.5 m)		A (11.0 m)		A (10.5 m)		A (10.0 m)		
C													
15'	lb							12,380	12,380	11,700			9,850
(4.6 m)	kg							5,610	5,610	5,320			4,370
8'	lb			14,260	14,260	14,040	13,470	17,790	17,790	12,590	13,250		8,890
(2.4 m)	kg			6,470	6,470	6,340	6,100	8,070	8,070	5,710	6,080		4,020
~6'	lb	18,400	16,490	25,050	25,150	22,270	19,150	18,650	17,790	10,320	10,320		6,410
(~1.8 m)	kg	7,490	7,430	11,410	11,460	10,120	8,730	8,550	8,070	4,690	4,690		2,910
~3'	lb	35,480	35,490	36,920	36,920	36,810	18,630	18,630	18,630	12,000			
(~0.9 m)	kg	16,070	16,080	16,740	16,740	16,690	8,460	8,460	8,460	5,450			

1. All capacities are based on a bucket capacity of 2,250 lb (1,020 kg) and a bucket weight of 2,250 lb (1,020 kg).
 2. All capacities are based on a bucket capacity of 2,500 lb (1,133 kg) and a bucket weight of 2,500 lb (1,133 kg).
 3. All capacities are based on a bucket capacity of 2,750 lb (1,247 kg) and a bucket weight of 2,750 lb (1,247 kg).
 4. All capacities are based on a bucket capacity of 2,250 lb (1,020 kg) and a bucket weight of 2,250 lb (1,020 kg).
 5. All capacities are based on a bucket capacity of 2,500 lb (1,133 kg) and a bucket weight of 2,500 lb (1,133 kg).
 6. All capacities are based on a bucket capacity of 2,750 lb (1,247 kg) and a bucket weight of 2,750 lb (1,247 kg).
 7. Capacity is limited by the weight of the bucket and the weight of the dipper.

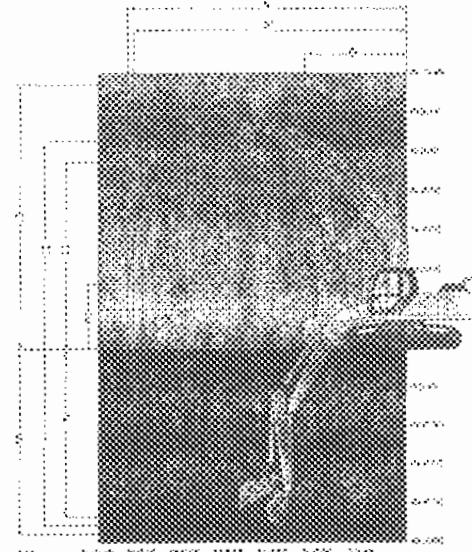
DIGGING CAPACITIES

30'	lb													18,310	18,310		
(9.1 m)	kg													4,229	4,120		
18'	lb					18,320	18,330	18,350	18,360	11,870	9,420	18,710	4,930				
(5.6 m)	kg					7,400	7,400	7,680	7,680	5,390	4,275	7,990	2,090				
Ground Level	lb	17,390	17,390	18,800	18,800	26,490	18,600	13,560	12,070	18,610	8,570	10,120	6,320				
	kg	7,410	7,410	7,520	7,520	11,010	8,460	5,600	5,470	8,120	3,890	4,560	2,900				
-48'	lb	20,780	20,780	31,010	31,010	39,950	17,830	18,630	11,810	13,100	8,280						
(-14.6 m)	kg	9,410	9,410	14,060	14,060	17,130	8,110	8,450	5,320	5,970	3,740						
-80'	lb			32,070	32,070	32,010	18,050										
(-24.3 m)	kg			14,540	14,540	14,540	8,190	8,190									

WORKING RANGES

Unit: ft (m)

ATTACHMENTS	Standard Arm	Optional Arm
	9'8" (2.99)	12'0" (3.66)
A. Max digging reach	32'10" (10.3)	38'0" (10.97)
B. Max digging depth	22'1" (7.09)	25'4" (7.73)
D. Max dumping clearance	22'8" (6.95)	25'8" (7.82)
F. Max vertical wall digging depth	30'4" (9.24)	29'0" (7.91)
H. Height at min swing radius	28'1" (7.94)	33'10" (7.89)
J. Horiz. digging stroke at ground level	17'3" (5.27)	20'8" (6.22)

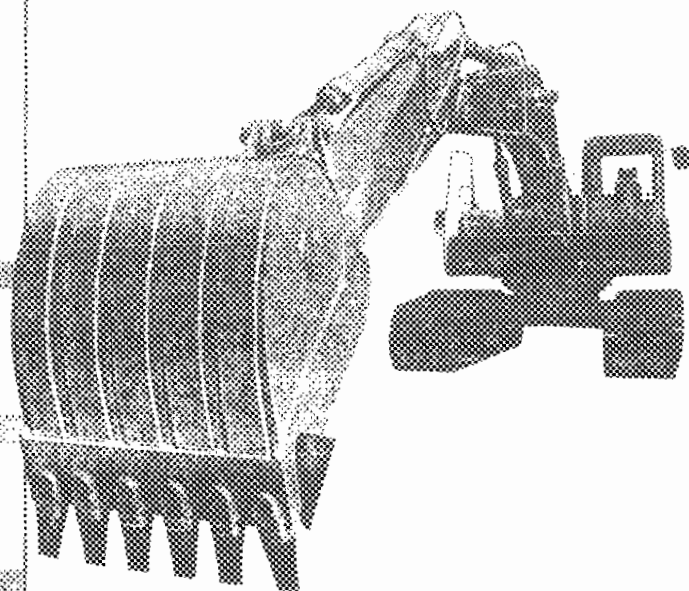


SPECIFICATION SUMMARY

Operating Weight with Bucket	lb (kg)	96,470	(43,750)
Bucket Capacity Range	cu yd (m ³)	173-1,175	(137-1,43)
Make and Model			
Make and Model	Manufacturer	PC94-11.0B	
Displacement	cu in (l)	950	(15,811)
Bore and Stroke	in (mm)	4.30" x 4.50"	(104x115)
Horsepower SAE NET	HP/BHP (kW/RPM)	175@2,100	(128@2,100)
Standard Arm			
Standard Arm	ft-in (m)	9'0"	(2,743)
Bucket Digging Force	lb (kg)	37,000	(16,721)
Arm Digging Force	lb (kg)	27,400	(12,441)
Ground Level Reach	ft-in (m)	33'3"	(10,14)
Digging Depth	ft-in (m)	2'11"	(7,18)
Dumping Height	ft-in (m)	22'6"	(6,85)
Vertical Wall Digging Depth	ft-in (m)	22'4"	(6,81)
Max. Lift Capacity-Bkt	lb (kg)	12,000	(5,400)
① 20' Reach & Ground Level-Front	lb (kg)	10,140	(4,600)
Hydraulic Pump			
Hydraulic Pump	No. & type	CVT, 1PG	
Rated Oil Flow	gpm (l/min)	2x304+1.1	(2x300+21)
Operating Pressure	implement/psi (kg/cm ²)	4,950	(350)
Travel	psi (kg/cm ²)	4,380	(310)
Steering	psi (kg/cm ²)	4,370	(300)
Heavy Lift	psi (kg/cm ²)	5,471	(394)
TRACKS			
Track Overall Length	ft-in (m)	137'0"	(4,18)
Track Overall Width with Shoe	ft-in (m)	17'11"	(5,38)
Track Shoe Selection	in (mm)	32"	(820)
Travel Speed	mph (km/h)	1.7/2.5	(4.0/4.0)
Draw Bar Pull	lb (kg)	51,110	(23,270)
Ground Bearing Pressure	psi (kg/cm ²)	1.87	(0.27)
Ground Clearance	ft (mm)	17.72"	(460)
Swing			
Swing Speed	rpm	11	
Swing Torque	lb-ft (kNm)	58,207	(79)
360° Swing Radius	ft-in (m)	8'9"	(2,68)
Shipping Dimensions			
Height	ft-in (m)	10'1"	(3,08)
Width w/Std. Sides	ft-in (m)	11'1"	(3,38)
Length	ft-in (m)	33'1"	(10,10)
Fuel Capacity			
Fuel Tank	gal (L)	20	(74)
Hydraulic Reservoir	gal (L)	41	(156)

OPTIONAL EQUIPMENT

- Baby pan guard
- Boom and arm load (brake) holding valves
- Sweeper piping and control
- Combined one-way or two-way auxiliary hydraulics (one or two pumps with piping and hand/hot controls)
- Control pattern change (PCVPS)
- Front rear view
- High & wide view
- Large selection of buckets
- Long reach (RO) with flexible counterweight
- Low flex rotation arm
- One-way auxiliary hydraulics with piping and hand/hot controls (one pump)
- Reinforced engine side panels
- Vandalism guards
- 27.5" (700 mm) double bar wheels



STANDARD EQUIPMENT

- AMFID logo
- Hydraulic working system for 7 ton constant temperature, low engine oil pressure, clogging or filter and oil temperature interval
- Automatic swing and travel parking brakes
- Automatic Swing Priority (travel first system)
- Automatic warm up function
- Boom and arm lowering (auto-down valves)
- Exchanger valve with flow control
- One is die formed modular steel, slotted side in cranked sound resistant, windshield wiper, adjustable-reclining operator's seat with lap safety belt, heater and defroster, cigarette lighter, subway floor mat, cab light, control lever lock, 500W spotlight with bumper indicator
- Oil-water separator air conditioning
- Double pump line for hydraulic oil
- Cool stream air cleaner
- Electric horn
- Emergency shutdown key with mechanical interlock control
- Engine shut down automatically for low oil pressure
- Heavy duty battery (2 x 12 volt 135 Ah)
- Heavy lift
- Hydraulic track rollers
- Independent travel
- Lifetime lubricated track rollers, idlers and sprockets, grease cylinder track sprockets, tank link disassembly mechanism, long pin link roller and modified track links
- Mitsubishi engine (D94-HEE)
- Mode selector - simplified on-off travel
 Auto Mode - fully auto control of mode selector reacts to job conditions automatically
 Manual Mode - full performance default mode
 Brake Mode - electronic brake flow control
- Multi-display monitor includes system status, engine exhaust status, low engine oil pressure warning, engine coolant temperature level warning, engine oil cleaner malfunction, battery charging system, low fuel level, CPU error indicator lamp, hour meter, low level gauge, water temperature gauge and air pressure
- Power filter
- Proportional swing control system
- Removable cleanout screen for radiator
- Removable travel reverse with the tabs
- Self-lubricating bushings in boom feet and horn foot cylinder
- Service diagnostics, 68 item diagnostics, including ability to read hydraulic pressures from the operator's cab with standard equipment
- Service diagnostics, 100 event fault code memory compatible with standard equipment
- Starting motor (24 volt 0.8 KW) 33 amp alternator
- Sighting frame system
- Suspension seat - 7-way adjustment
- Swing and travel cut speed, parking brakes
- Swing function
- Swing priority controlling system, functions automatically
- Swing shockless valve
- Three front and 2 rear work lights
- Travel alarm
- Two lever control for boom, arm, bucket and swing - pilot operated with controls and lock pedals
- Two speed travel - automatic shift
- Variable speed-start cab rollers
- Warm up function of engine and hydraulic system functions auto-ethoxy
- 7-way adjustment suspension seat
- 9' (2.74 m) arm with vertical ribbed track pin, welded blocks, treader wear
- 18" (457 mm) track
- 24 volt to 12 volt converter with y-wire outlet
- 31" (787 mm) semi-hydro pneumatic track

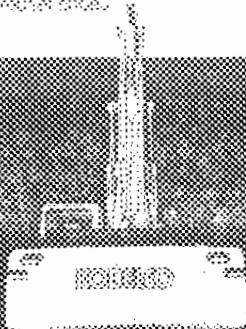
NOTE: One hour period of on-hour, on-site
 on-site, on-site and on-site, on-site
 on-site, on-site, on-site, on-site

KOBELCO

Your competitive edge.

Sales & Product Support Offices
 12755 E. Greenwood Drive
 Skidway, Texas 77417 USA
 Phone: 281-243-4800
 Fax: 281-243-3396

Headquarters & Manufacturing
 601 Richardson Road
 Cummin, Georgia 30107 USA
 Phone: 770-628-2770
 Fax: 770-628-3322





LEE COUNTY

DIVISION OF
FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director
From: Marilyn L. Rawlings, Fleet Manager *MR*
Date: 6/30/2006
Re: 36' Hydraulic Excavator

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

ACTION REQUESTED:

Approve the award of the formal quotation # Q-060504 to purchase one (1) Kobelco 36' Hydraulic Excavator in the amount of \$166,711.00 from G.S. Equipment Inc. The Department has decided not to purchase Option A.

WHY ACTION IS NECESSARY:

Board approval is required, as this expenditure will exceed \$100,000.

WHAT ACTION ACCOMPLISHES:

This purchase will provide the department of Utilities with a new track-type, hydraulic excavator that will be used for digging out soil at job sites such as, but not limited to water main breaks, force main breaks, gravity line breaks, new water or sewer line installations, line upgrades or replacement within Lee County.

MANGEMANT RECOMMENDATIONS:

Approve this request to give the department a dependable and reliable machine to perform their daily duties.

Funds for this purchase are available from account string #OD5363048700.506430.

BACKGROUND:

Lee County Fleet Management received a request to purchase a 36' excavator. Lee County Fleet Management, Purchasing and Department of Utilities have worked together to write a set of specifications that allowed for a wide range of vendors to respond.

06 JUL - 3 PM '06

Wright, Bradley S.

From: Figueroa, Orlando
Sent: Friday, June 30, 2006 1:49 PM
To: Wright, Bradley S.
Cc: Brashear, Danny R.; Harper, James L.
Subject: RE: Q-060504 - 36' Excavator...

Bradley,

Lee County Utilities agrees to acquire the 36' excavator from GS Equipment, the lowest bidder meeting all specs.

The account string indicated on your e-mail is the correct one to charge all expenses related to this piece of equipment.

At this point, LCU is **not** interested in obtaining the optional power tilt system.

Thanks.

Orlando Figueroa
Senior Utilities Manager
Fiscal Manager
Lee County Utilities
ofigueroa@leegov.com
Phone: 239-479-8147
Fax: 239-479-8715

From: Wright, Bradley S.
Sent: Friday, June 30, 2006 11:09 AM
To: Harper, James L.
Cc: Balmer, James E.; Figueroa, Orlando
Subject: FW: Q-060504 - 36' Excavator...

James,

Good morning,

Attached is a copy of the tab sheet for the 36' excavator. After reviewing all information & specifications GS Equipment is the lowest bidder meeting all specs.

We have an account string of OD5363048700.506430. GS Equipment bid is \$166,711.00 for excavator and \$15,889.00 for optional power tilt system.

Please let new know if you would like the option or not ASAP today (if possible) because Marilyn will out of the office all next week.

Thank you

BSW

From: Franceschini, Robert D.
Sent: Friday, June 30, 2006 8:09 AM
To: Wright, Bradley S.; Brashear, Danny R.
Cc: Sheehan, Janet K.; Rawlings, Marilyn L.; Jeffcoat, Chris R.; Franceschini, Robert D.
Subject: Q-060504 - 36' Excavator...

6/30

Danny/Brad...

Good morning.

The tab sheet for the above referenced project is attached...it appears as though GS Equipment is your low quoter meeting specifications. If you agree, please have a recommendation memo sent to Janet – please copy me – stating same and requesting

6/30/2006

that we move forward with the process. Since this will require a blue sheet, please make sure the memo includes the following info:

- *Language covering what the action accomplishes;
- *Account string;
- *Direction as to whether or not you wish to award Option A.

Questions? Please let me know.

Thank you for your continued assistance with this project.

bob

Robert D. Franceschini, C.P.M., CPPB
Purchasing Manager
Lee County Purchasing
e-mail: rfranceschini@leegov.com
phone: 239-344-5457
fax: 239-344-5460

2006 JUL 12 PM 1:07

FLAGLER Construction Equipment, LLC
2320 Bruner Lane, SE
Fort Myers, Florida 33912

t: 239.481.8554
f: 239.481.3302
flaglerce.com

July 12, 2006

Janet Sheehan
Lee County Purchasing Department
1825 Hendry Street, 3rd Floor
Fort Myers, Florida, 33901

Subject: Notice of Intent to File a Protest of Project Number Q-060504

Dear Janet Sheehan:

This letter is to inform you of our intention to file a protest in respect to the intended award of Project Number Q-060504, "One (1) 36' Hydraulic Excavator." Upon receiving the results of the bid, Flagler Construction Equipment, LLC was the low bidder. Apparently the Volvo EC240B did not meet required specifications. It is our intention to provide the necessary information to show our quoted machine does meet the required specifications listed in the bid request. The issue specifically centers on the maximum reach of the excavator. Upon providing the necessary information we feel our machine will be the correct choice for Lee County.

Sincerely,



Dean L. Bengford
Branch Manager
Flagler Construction Equipment, LLC

ATTACHMENT #7

FORMAL QUOTE NO.: Q-060504

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR ONE (1) 36' HYDRAULIC EXCAVATOR

DATE SUBMITTED: June 27, 2006

VENDOR NAME: Flagler Construction 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:

Addendum #1

GRAND TOTAL DELIVERED PRICE FOR
ONE (1) 36' HYDRAULIC EXCAVATOR AS SPECIFIED:

\$ 161,825.00 (U.S. DOLLARS)

OPTION A - POWER TILT SYSTEM

ADDITIONAL COST OF OPTION A: \$ 10,031.00 (U.S. DOLLARS)

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

YES _____ NO x _____

90 Days or sooner
from receipt of
Purchase Order
TO BE DELIVERED WITHIN _____ CALENDAR DAYS AFTER
RECEIPT OF AWARD AND PURCHASE ORDER.

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

Yes No

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

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

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

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Flagler Construction Equipment

BY (Printed): Dean L. Bengford

BY (Signature):

TITLE: Branch Manager

FEDERAL ID # OR S.S.# 26-0079832

ADDRESS: 2320 Bruner Lane SE

Fort Myers, FL 33912

PHONE NO.: 239-481-8554

FAX NO.: 239-481-3302

CELLULAR PHONE/PAGER NO.: 239-851-7195

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 941222

E-MAIL ADDRESS: DBengford@flaglerce.com

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR ONE (1) 36' HYDRAULIC EXCAVATOR**

PROJECT OVERVIEW

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

SCOPE

The intent of this specification is to obtain a source for the purchase of one (1) 36' hydraulic excavator for Lee County Utilities. The equipment quoted shall include all standard equipment as detailed in these specifications. Further, it shall be the manufacturer's latest production model, and be new and unused.

DELIVERY REQUIREMENTS

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

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

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

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

BASIS OF AWARD

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

REQUIRED SUBMITTALS

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

FIT FOR INTENDED PURPOSE

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

LOCAL BIDDER'S PREFERENCE

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

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

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

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

LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATIONS
FOR ONE (1) 36' HYDRAULIC EXCAVATOR

1.0 PURPOSE AND APPLICATION

1.1 These specifications are intended to describe the minimum requirements necessary to furnish one (1) new diesel powered, track excavator. The machine shall be new, the latest production model, shall carry the standard factory warranty and conform to all specifications listed herein. Each quote shall be accompanied by a detailed specification of the equipment submitted in response to this RFQ. Any and all parts and attachments not specifically mentioned but necessary to make the equipment complete shall be furnished by the successful quoter. The complete unit shall conform in strength, quality of material and workmanship to what is usually provided by good engineering practice and must meet all Federal, State, and OSHA regulations in force at the time of delivery. The machine must be a current model year.

1.2 Purpose. The purpose of this document is to provide minimum specifications and test parameters for the manufacture of a thirty six foot (36') hydraulic track excavator that meet the needs and desires of Lee County. It establishes essential criteria for the design, performance, equipment, and appearance of the machine. The object is to provide a vehicle that is in accordance with nationally recognized guidelines.

1.3 General. This is an engineer, design, construct, and deliver type specification. It should be noted however that this specification is written around specific needs of this department. Award shall be given to the vendor whose Quote meets these specifications at the most competitive price.

1.3.1 Term of contract. This contract shall be in effect for 180 days from the date of approval by Lee County Board of County Commissioners.

1.3.2 Quantities. Lee County anticipates purchasing one (1) machine under the terms of this contract. In addition other interested public governmental agencies who elect to do so may purchase under any contract that might arise as a result of these specifications.

1.3.3 Delivery. Contractor shall notify Lee County designated personnel twenty-four (24) hours before delivery. The machine(s) and its equipment shall be delivered F.O.B. to:

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

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

SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

will be marked to indicate whether the respondent complies with that paragraph. Any exceptions taken shall be listed on a separate sheet of paper and referenced by the proper number.

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

2.0 TECHNICAL REQUIREMENTS

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. Vendor shall indicate below whether their proposed machine meets the requirements or if there are variances to the equipment. Exceptions to the specifications as set forth must be so stated in the quote response package. If extra space is needed to describe the product, please feel free to attach extra sheets. When doing so, be sure to reference the appropriate question number and section. Proposals taking total exception to these specifications will not be considered. Responses that do not comply with the prescribed method to take exceptions will be rejected without further consideration.

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

2.1 GENERAL:

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

2006 VOLVO EC240B EXCAVATOR

2.1.1 Total unit with an enclosed cab shall have a minimum-operating weight of 54,000 lbs. Not to exceed 58,000 lbs.

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

2.2 ENGINE :

2.2.1 Diesel powered with a minimum net horsepower of 168.

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

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

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

2.2.3 Minimum of 350 cubic inch displacement.

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

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

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

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

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

2.2.6 Engine shall be equipped with a removable radiator screen.

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

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

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

2.2.8 Engine shall be equipped with an electric throttle control.

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

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

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

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

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

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

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

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

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

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

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

2.2.14 Engine shall have a minimum of 250-hour oil change interval.

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

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

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

2.3 DRIVE SYSTEMS:

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

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

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

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

2.3.3 Unit shall be equipped with lifetime sealed lower rollers.

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

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

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

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

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

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

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

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

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

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

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

2.3.9 Unit shall be equipped with a minimum of 31.5" track shoes.

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

2.3.10 Unit shall not exceed an overall crawler length of 16' 2".

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

2.3.11 Unit shall not exceed an overall crawler width of 11' 6".

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

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

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

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

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

2.4 OPERATORS CAB:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 HYDRAULIC SYSTEM

2.5.1 Hydraulic system shall include a minimum of 10 micron return filters.

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

2.5.2 Hydraulic system shall include two variable displacement piston pumps.

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

2.5.3 The main hydraulic pumps shall provide the proper G.P.M. to supply all attachments required within these specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.10 Hydraulic system shall include a minimum of 10.0 (swing) R.P.M.

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

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

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

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

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

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

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

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

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

2.6 OTHER EQUIPMENT:

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

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

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided.

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

2.6.3 Unit shall be equipped with the vandalism protection kit.

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

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

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

2.6.5 Bucket number 1. Unit shall be equipped with a heavy duty .75 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

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

2.6.6 Bucket number 2. Unit shall be equipped with a heavy duty 1.5 cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed 48" and weight not to exceed 2,600 lbs.; Lee County would prefer this bucket to be 42" wide.

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

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'. *

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

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

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

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

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

* INCLUDES HELAC POWER TILT

2.7 EXTERIOR PAINT:

2.7.1 Unit shall be manufacturer's standard color.

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

2.8 MANUALS:

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

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

2.8.2 Unit shall be delivered with manufacturer's literature shall be provided with bid, which clearly identifies make and model being sold and include a complete lists of all the specifications.

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

2.8.3 Unit shall be delivered with a certified weight slip upon delivery. This weight slip will include all optional equipment purchased.

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

2.9 SPARE KEYS:

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

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

2.10 TRAINING:

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

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

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

2.11 OPTIONAL EQUIPMENT:

2.11.1 OPTION A - Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties listed.

In the space provide on the Proposal Quote Form, please state the additional cost of Option A.

3.0 WARRANTY INFORMATION

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

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

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

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

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

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

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

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

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

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

Name: Flagler Construction Equipment, LLC

Address: 2320 Bruner Lane SE

Fort Myers, FL 33912

Phone: 239-481-8554

Additional warranty or logistical services may be listed below.

SEE ATTACHED STORE LOCATIONS AND BRANCH CONTACT

INFORMATION.

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

N/A

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?**

2320 BRUNER LANE SE
FORT MYERS, FL 33912

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

12,000 Square Feet

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.)

N/A

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.**

N/A

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

N/A

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

Yes _____

No _____

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

INSURANCE REQUIREMENTS

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

Requirement #1:

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

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

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

1. **Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*

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

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

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

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

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

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

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

2. Verification of Coverage:

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

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

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

Edi Jones
District One

Douglas R. St. Clair
District Two

Ray Jacobs
District Three

Isang Hill
District Four

John E. Fisher
District Five

Donald O. Shivers
County Manager

David M. Owen
County Attorney

John M. Parker
County Hearing
Examiner

June 21, 2006

Quotation No.: Q-060504

FROM: LEE COUNTY PURCHASING
BOB FRANCESCHINI
FAX: 239-344-5460

LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
ONE (1) 36' HYDRAULIC EXCAVATOR

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

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

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

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

DIVISION OF PURCHASING

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

cc: Danny Brashear
Brad Wright
Lisa Pierce/Minutes

FAX:
To: Stagner Construction
Jeff Searcy
239-481-3302 (fax)

ADDENDUM #1 FOR QUOTE NO. Q-060504
36' Hydraulic Excavator

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

Page 22

2.0 **TECHNICAL REQUIREMENTS**

Included below are the minimum requirements and features acceptable for the thirty six-foot (36') hydraulic track excavator. **(Leave this as is)** The user department has requested this option to remain a minimum of 36' reach.

2.2.1 Diesel powered with a minimum net horsepower of ~~168~~. **162**

Page 23

2.2.11 Engine shall be equipped with a heavy duty starting system, 24-volt with a minimum of ~~800~~ **780** cold cranking amp batteries.

Page 24

2.3.5 Unit shall be equipped with front and rear tow hooks or eyes to **allow the use of a tow strap**.

Page 25

2.3.8 ~~Unit shall be equipped with a heavy duty idler recoil spring, set force minimum of 34,000lbs. per side. (Delete)~~

Page 26

2.4.7 Operator's cab shall be equipped with a full set of gauges to include, oil pressure, coolant temperature, fuel level, hour meter, tachometer, engine oil change alert ~~and air filter indicator~~. **(Delete the air filter as long as you can see this indicator from sitting inside the operator's cab)**

Page 28

2.5.11 Hydraulic system shall include a three position operating mode selector. **(or have an automatic selector system)**

2.5.13 Hydraulic system shall include no free swing circuitry on the machine. **(or this feature must be able to turn off and lock it out)**

Page 29

2.6.2 Unit shall be equipped with a full field diagnostic kit necessary to service this machine as offered by the manufacturer of the machine provided. **(This shall be a one time purchase for the machine; any future software updates will be on a separate purchase order)**

2.6.5 Bucket number 1. Unit shall be equipped with a heavy duty ~~.75~~ **.74 (minimum)** cubic yard bucket equipped with lifting eye and replaceable teeth. Bucket width not to exceed

30" and weight not to exceed 2,000 lbs.; Lee County would prefer this bucket to be 24" wide.

2.6.7 Unit shall be equipped to have a minimum digging reach of 36'. (Leave as is)

Page 31

2.11.1 OPTION A

Power tilt system. This system must be installed with factory approved hydraulic piping for hand controls. This option shall also include all the necessary counterweights needed to safely operator the machine. This option shall also be included in and covered by the standard warranties provided and also be included in any additional warranties. (This option will be used at the end of the boom to rotate the attachments used with the machine)

FLAGLER CONSTRUCTION EQUIPMENT, LLC



CONSTRUCTION EQUIPMENT
 485 N. ...
 P: 407-333-7720
 F: 407-333-7720

Branch Locations:

TALLAHASSEE
 525 Fortune Blvd.
 Midway, FL 32343
 P: 850-574-0082
 F: 850-574-0091

DAVIE (FT. LAUDERDALE)
 5210 Reese Rd.
 Davie, FL 33314
 P: 954-581-4744
 F: 954-583-0318

JACKSONVILLE
 2663 Roberts Street
 Jacksonville, FL 32207
 P: 904-737-6000
 F: 904-737-1260

FT. MYERS
 2320 Bruner Lane, S.E.
 Ft. Myers, FL 33912
 P: 239-481-8554
 F: 239-481-3302

ORLANDO
 3110 W. Taft-Vineland Rd.
 Orlando, FL 32824
 P: 407-850-9614
 F: 407-850-0823

TAMPA
 8418 ...
 Tampa, FL 33619
 P: 813-830-0077
 F: 813-630-2233

41

45

46

44

42

47

Flagler Construction Equipment, LLC

Florida Corporate Office

4700 Millenia Blvd
Suite 500
Orlando, FL 32839
Tel. (407) 659-8700
Fax. (407) 659-8720

Chris Wilmot - President
Mark McDonell- Exec. Vice President
Howard McNeal- Vice President
Lance Stouffer- Controller

Southwest Florida Branch Office- 44

2320 Bruner Lane SE
Fort Myers, FL 33912
Tel. (239) 481-8554
Fax. (239) 481-3302

Dean Bengford- Branch Manager
Dennis Keene- Service Manager
Rich Jurkowski- Parts Manager
CSR- Ron Howard

Southeast Florida Branch Office- 45

5210 Reese Road
Davie, FL 33314
Tel. (954) 581-4744
Fax. (954) 583-0318

Don Baumgardner- Branch Manager
Kevin Boyette- Service Manager
Mike Deuyour- Parts Manager
CSR- Rhys Eastham

Northeast Florida Branch Office- 46

2663 Roberts St.
Jacksonville, FL 32207
Tel. (904) 737-6000
Fax. (904) 737-1260

Dan Letterle- Branch Manager
Dale Hotelling- Service Manager
Wayne Williams- Parts Manager
Andrew Stefanini

Northwest Florida Branch Office- 41

525 Fortune Blvd.
Midway, FL 32343
Tel. (850) 574-0082
Fax. (850) 574-0091

Bobby Garrett- Branch Manager
Henry Roberts- Service Manager
Henry Roberts- Parts Manager

Central Florida Branch Office-42

410 W. Taft-Vineland Rd.
Orlando, FL 32824
Tel. (407) 850-9614
Fax. (407) 850-0823

Scott Rott- Branch Manager
Rodney Wetherington- Service Man.
Pat Burns- Parts Manager
Darrell Soleshee

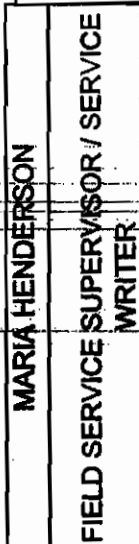
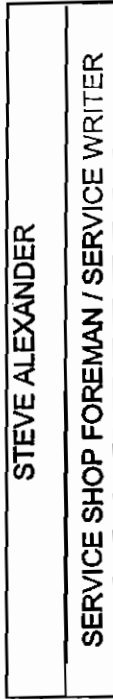
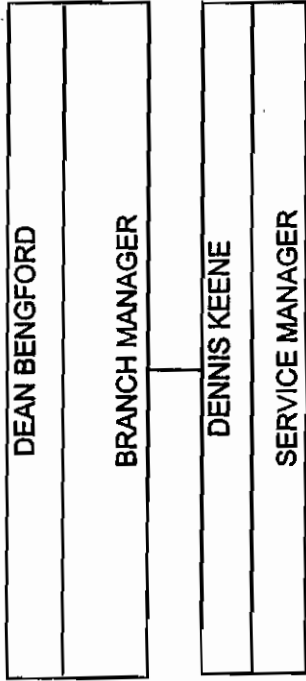
West Central Florida Branch Office- 47

8418 Palm River Road
Tampa, FL 33619
Tel. (813) 630-0077
Fax. (813) 630-2233

Bob Minichbauer- Branch Manager
Kenny Haney- Service Manager
Alan Olson- Parts Manager
CSR- Darrel Ramsey

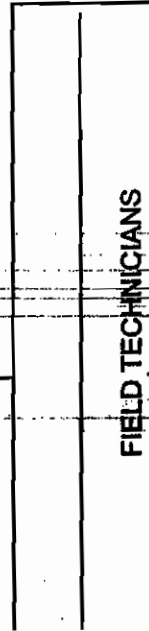
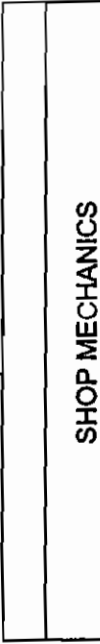
**Flagler Construction Equipment
Service Department Protocol / Job Description
Branch 44 - Ft. Myers**

**Flagler Construction Equipment
Service Department Protocol/ Job Description
Branch 44- Fort Myers**



Open & Close Shop Work Orders

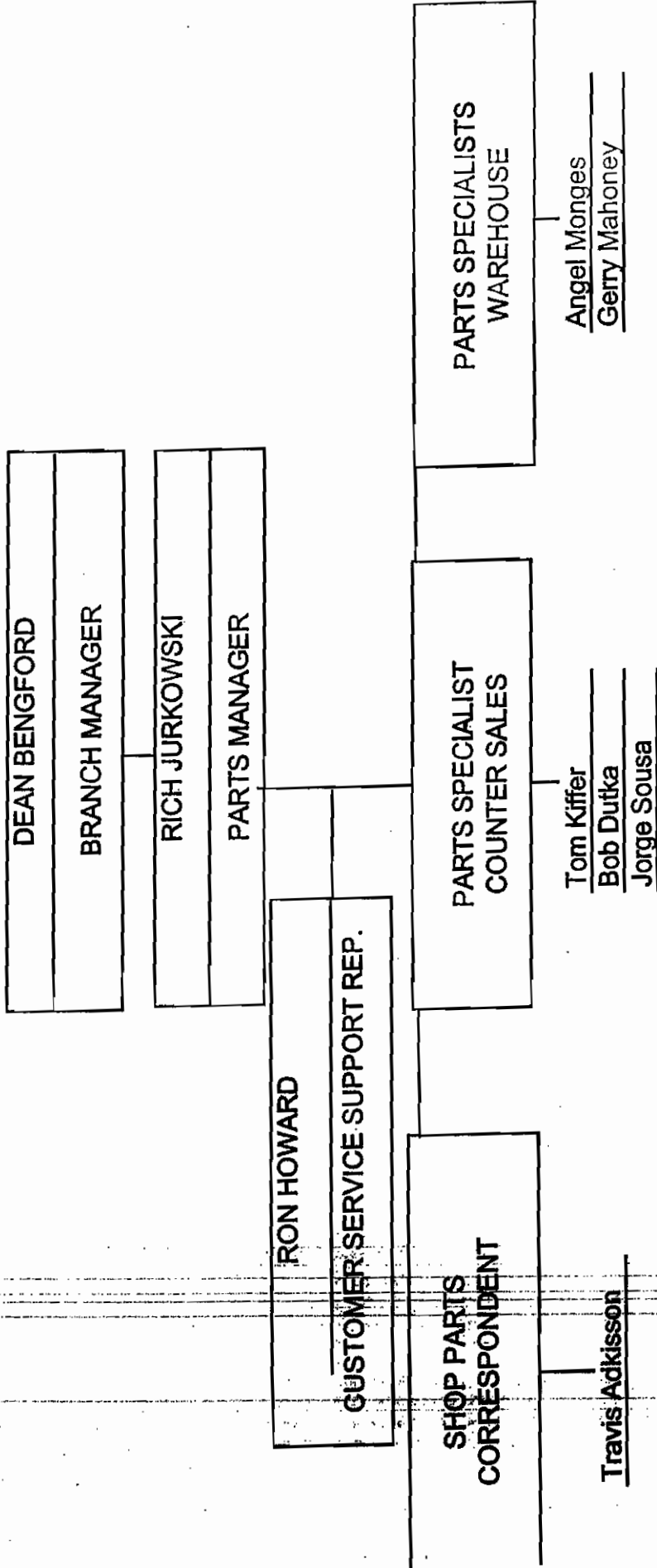
Open & Close Field Work Orders



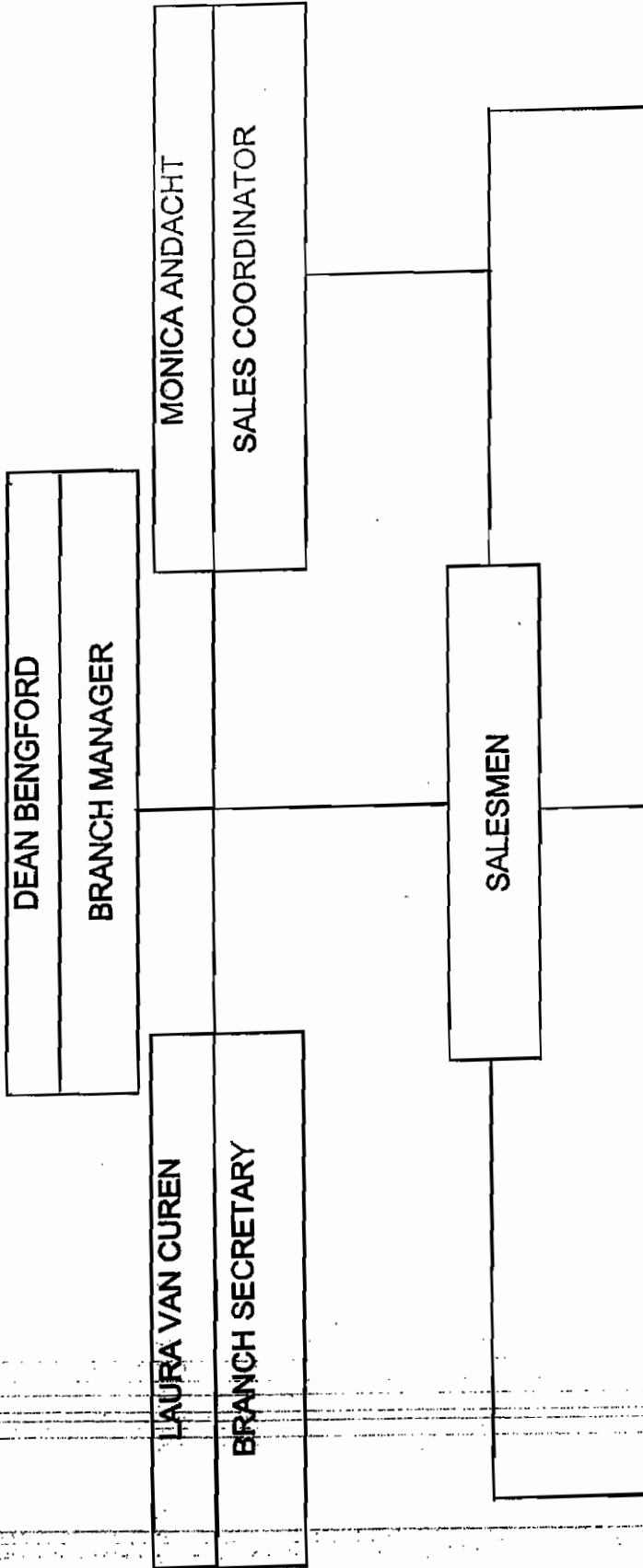
Paul Margoslak	1/3/1994	# 81215
Michael Conde	5/8/2000	# 81169
Miguel Corea	3/8/2006	#103475
Marco Garza	3/27/2006	#104082
Andrew Pendeque	9/24/2004	# 81156
Brandon Malm	11/14/2005	#97021
William McAllister	5/9/2006	#105811
Andrew Stone	10/3/2005	#95286
Zach Schuchard	6/6/2005	# 89986
Austin White	5/15/2006	#106382

Dwayne Beard	4/16/1997	# 81120
Garrett Chapman	8/31/1998	# 81146
Tomás Garza	8/25/2003	# 81289
Chris Dehnke	9/9/2003	# 81142
Robert Lauramore	2/6/2006	#101724
Jonathan Ruiz	10/6/2003	# 81320
Timothy Millen	5/24/2005	# 89299

**Flagler Construction Equipment
Parts Department Protocol/ Job Description
Branch 44- Fort Myers**



Flagler Construction Equipment
Sales/ Administration Protocol/ Job Description
Branch 44- Fort Myers



JEFF SEARCY

JIM EATON

JERRY MARIANI

FLAGLER CE
FLAGLER CE

CELL PHONE LIST

FT. MYERS

June 9, 2006

<u>NAME</u>		<u>TITLE</u>	<u>CELL NUMBER</u>	<u>NEXTEL NUMBER</u>
DEAN	BENGFORD	Branch Manager	239-851-7195	159*96246*1
DENNIS	KEENE, SR.	Service Manager	239-850-0834	159*96246*2
RICH	JURKOWSKI	Parts Manager	239-851-2528	159*96246*3
CHRIS	OEHMKE	Field Mechanic	239-243-4459	159*96246*5
DEWAYNE	BEARD	Field Mechanic	239-243-4461	159*96246*7
GARRETT	CHAPMAN	Field Mechanic	239-243-4463	159*96246*9
RON	HOWARD	Customer Support Representetative	239-243-4464	159*96246*10
STEVE	ALEXANDER	Shop Service Supervisor	239-243-4465	159*96246*11
TOMAS	GARZA	Field Mechanic	239-243-4486	159*96246*13
JONATHAN	RUIZ	Lube Tech	239-243-4460	159*96246*6
TIMOTHY	MILLEN	Lube Tech	239-243-1614	159*96246*14
ROBERT	LAURAMORE	Field Mechanic	239-243-4462	159*96246*8
DISPATCH	FT. MYERS	Shop	239-243-4466	159*96246*12
MARIA	HENDERSON	Field Service Supervisor	239-243-4458	159*96246*4
JERRY	MARIANI	Equipment Sales	239-671-2713	159*31016*1
JIM	EATON	Equipment Sales	239-340-9128	159*31016*1
JEFF	SEARCY	Equipment Sales	239-340-3091	160*144869*1

FLAGLER CE

CELL PHONE LIST COMPANY

January 1, 2006

<u>NAME</u>	<u>TITLE</u>	<u>CELL</u>	<u>NEXTEL</u>	
BRODERICK	ADDERLY	Lube Tech	954-691-7313	159*96253*4
STEVE	ALEXANDER	Shop Service Supervisor	239-243-4465	159*96246*11
GORDON	AMOS	Field Mechanic	954-691-7316	159*96253*7
JIMMY	BAKER	Mechanic	813-299-5277	158*24*28704
DON	BAUMGARDNER	Branch Manager	954-325-5921	158*24*26158
GERMAN	BLANDON	Sales Coordinator	954-324-5138	159*96253*10
DEWAYNE	BEARD	Field Mechanic	239-243-4461	159*96246*7
ROY	BEBEE	Field Mechanic	321-388-5938	162*33429*9
DEAN	BENGFORD	Branch Manager	239-851-7195	159*96246*1
FOSTER	BENSON	Field Mechanic	954-691-7315	159*96253*6
FRANK	BODINE	Field Service Supervisor	813-267-7588	158*24*31115
PAT	BURNS	Parts Manager	321-388-5850	162*33429*4
ROBERT	CASTELLANOS	Mechanic	813-267-7644	158*24*31128
GARRETT	CHAPMAN	Field Mechanic	239-243-4463	159*96246*9
TIM	CREWS	Field Mechanic	352-745-1080	160*25805*10
DON	D'ALESSANDRO	Compact Manager	407-383-9584	162*36*36681
MARK	DAVIS	Equipment Sales	321-889-3072	162*27*8225
BOB	DAVIS	Equipment Sales	904-588-6922	160*131297*16
JAVIER	DEIGUEZ	Field Mechanic	954-691-7312	159*96253*3
NICK	DEMASCOLA	Field Mechanic	754-224-6556	159*96253*13
MIKE	DEUYOUR	Parts Manager	954-691-7311	159*96253*2
JEFF	DUDLEY	Shop Service Supervisor	904-339-1213	160*25805-12
RHYS	EASTMAN	Customer Support Representative	954-444-0952	N/A
JIM	EATON	Equipment Sales	239-340-9128	159*31016*1
BRIAN	FILER	Mechanic	813-267-7402	158*24*31114
DISPATCH	FT. MYERS	Shop	239-243-4466	159*96246*12
MARIA	HENDERSON	Field Service Supervisor	239-243-4458	159*96246*4
BOBBY	GARRETT	Branch Manager	850-510-9516	195*105*14030
TOMAS	GARZA	Field Mechanic	239-243-4486	159*96246*13
JAKE	GOODE	Equipment Sales	904-501-5555	N/A
NATHAN	GREENE	Field Mechanic	850-528-1413	195*105*13100
DONNIE	GROSS	Lube Mechanic	321-388-5867	162*33429*8
CHUCK	HAAF	Equipment Sales	954-328-4851	N/A
BRAD	HALL	Equipment Sales	813-267-9452	162*29*1060
KENNY	HANEY	Service Manager	813-781-2173	158*24*44745
MARK	HARRISON	Equipment Sales	352-266-3463	158*17*31876
BOB	HEWITT	Field Mechanic	954-691-7317	159*96253*8
ANDY	HOLMAN	Mechanic	813-299-1697	158*24*15924
DALE	HOTELLING	Service Manager	904-483-8103	160*25805*13
RON	HOWARD	Customer Support Representative	239-243-4464	159*96246*10
DAVID	HUGHES	Service Manager	321-388-5868	162*33429*5
FRED	INFURCHIA	Director of Information Tech	407-702-5957	N/A
ON CALL	JACKSONVILLE	Field Mechanic	904-449-2621	160*25805*6
JAMES	JARRELL	Field Service Supervisor	904-449-2616	160*25805*1
JR.	JOHNSON	Equipment Sales	772-370-1862	158*24*38997
BILL	JONES	Field Mechanic	954-691-7314	159*96253*5
RICH	JURKOWSKI	Parts Manager	239-851-2528	159*96246*3
DENNIS	KEENE, SR.	Service Manager	239-850-0834	159*96246*2
ALEX	KRAET	Marketing Manager	786-897-3140	N/A
DAN	LETTERLE	Branch Manager	904-449-2625	160*25805*9
JERRY	MARIANI	Equipment Sales	239-871-2713	159*31016*1
MARK	MARINO	Equipment Sales	561-262-2133	158*24*22541
PETE	MARSHALL	Shop Service Supervisor	954-343-3663	159*96253*12
CARLOS	MARTINI	Equipment Sales	786-355-8100	159*26246*21
DISPATCH ONLY	MARY	Shop	N/A	159*96253*9
MARK	MCDONELL	Executive Vice President	813-728-3951	N/A

HOWARD
DAVID
RON
TIMOTHY
ROSS
BOB
N/A
N/A
N/A
GEORGI
JAMES
CHRIS
ALAN
BOB
MILL
RICHARD
JERRY
ROB
BOB
BILL
MIKE
MIKE
RENATO
JIM
STEVE
HENRY
BRUCE
SCOTT
TONY
JONATHAN

MCNEAL
MCQUISTON
MILES
MILLEN
MILLER
MINICHBAUER
N/A
N/A
N/A
NICK
ODDO
OEHMKE
OLSON
PATE
PENNY
POWERS
PUFFER
RADTKE
RAFFORD
RAMSEY
REED
REEVES
REY
RHOADES
RICHARDSON
ROBERTS
ROBINSON
ROTT
RUBY
RUIZ

Vice President/Customer Support	407-491-1140	162*33429*1
Equipment Sales	813-927-0725	158*5*11515
Field Mechanic	904-449-2618	160*25805*3
Lube Tech	239-243-1614	159*96246*14
Equipment Sales	954-317-8007	159*498123*17
Branch Manager	813-267-2563	158*24*28579
Field Mechanic	954-495-3837	159*96253*15
Sales Admin	305-747-6139	159*96253*10
Service Manager	954-691-7310	159*96253*1
Equipment Sales	407-947-6837	158*117*14994
Sales Coordinator	321-299-4119	162*24359*4
Field Mechanic	239-243-4459	159*96246*5
Parts Manager	813-335-6948	158*5*57111
Field Mechanic	321-388-5902	162*33429*7
Equipment Sales	850-321-8622	N/A
Field Mechanic	904-449-2619	160*25805*4
Field Mechanic	321-388-5937	162*33429*8
Equipment Sales	813-376-8500	159*37*41165
Mechanic	813-299-3663	158*24*22526
Customer Support Representative	813-267-2456	158*24*28576
Field Mechanic	321-388-5941	162*33429*10
Equipment Sales	863-698-8525	161*141806*1
Equipment Sales	407-947-5635	158*24*9015
Mechanic	813-376-2600	158*5*14482
Field Mechanic	904-449-2620	160*25805*5
Product Support Manager	850-526-1354	195*105*13095
Mechanic	813-323-6169	161*28286*1
Branch Manager	321-388-5599	162*33429*2
Equipment Sales	904-509-2790	N/A
Lube Tech	239-243-4460	159*96246*6

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

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

MAILING ADDRESS Lee County Purchasing P.O. Box 398 or Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
---	---
- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number _____
Opening Date and/or Receiving Date _____
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:
Flagler Construction Equipment, LLC
2320 Bruner Lane SE, Fort Myers, FL 33912

Exhibit 10

VOLVO

**Volvo Construction Equipment North America, Inc.
Component Assurance Program
Plus 6 Extended Machine Coverage**

The extended machine coverage for the Plus Six commences after the standard warranty of six months or 1,500 hours warranty, expires.

The extended coverage covers warrantable failures under the terms defined in the standard Volvo Warranty Certificate from month seven until month twelve or 1,501 hours until 2,500 operating hours whichever first occurs.

Eligibility

All new machines or machines in service less than six months or 1,500 operating hours are eligible for enrollment.

Owner's responsibility

The **OWNER** by application for enrollment in this program agrees to follow all Volvo Construction Equipment prescribed maintenance schedules and use only Volvo filters for the duration of the program. Lubricants and fluids used in the machine must meet or exceed the Volvo Construction Equipment specifications as defined in the applicable Volvo manuals for the subject machine. The burden of proof of these criteria is the responsibility of the owner or his supplier.

Acceptance of this program requires the **OWNER** to advise an authorized dealer; in who's territory the machine is operating, that an inspection is due at 6months/1000 hour intervals and to arrange for a specific time, location and satisfactory compensation for the dealer to accomplish the required inspection. The cost of this required inspection is the responsibility of the **OWNER**. The dealer is required to submit the previous two inspections with any claim of coverage.

All repairs must be performed by an authorized Volvo dealer using only Volvo parts.

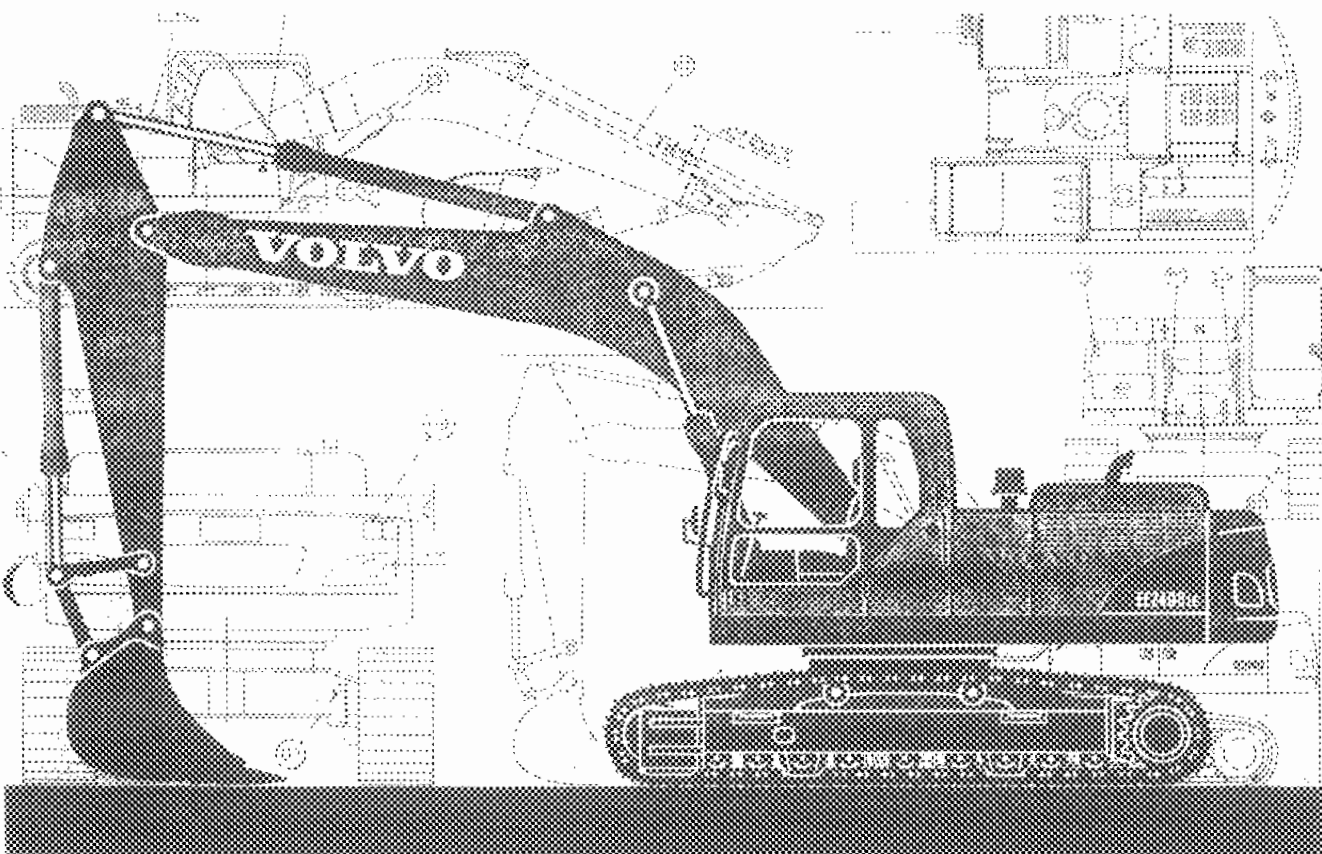
Machine transportation or any field service expenses incurred are the responsibility of the **OWNER**.

Limitations

Volvo Construction Equipment is not responsible for failure from owners or operators accidents, damage to owner or operators property, other peoples property, environmental damage or clean up, abuse or neglect, such as operation without adequate coolants, fluids, lubricants, fuel, overfuling, overspeed, lack of maintenance, cooling, air intake systems, improper storage, starting, warm up, run in or shutdown practices.

VOLVO EXCAVATOR

EC240B LC



- Engine power, gross:
138 kW / 186 hp
- Operating weight:
24.8 - 26.1 t
54,800 - 57,460 lb
- Buckets (SAE):
1,050 - 1,975 l
1.37 - 2.58 yd³

- Turbocharged Volvo diesel engine with direct injection and charged air cooler meets EPA Tier 3 emission standards

- Continous, Volvo's advanced mode selection system and electronically-controlled system
- 2 variable displacement axial piston pumps. Independent and simultaneous movements of the digging equipment are controlled by "Automatic Sensing Work Mode"
- Cab
 - Ergonomic environment for easier operator use
 - Low sound level
 - Filtered air

- Hydraulic dampening mounts
- Fabric seat with heater and air suspension
- Strong digging equipment produced by robotic welding
- High lifting, breakout and thrust forces for tough digging conditions
- Long undercarriage for excellent stability
- Auxiliary hydraulic valve is standard
- Prepared for a number of optional items

VOLVO



ENGINE

The new T4.5 is a 4-cylinder, air-cooled engine with Turbo Advanced Combustion Technology (TACT) features electronically-actuated, common-rail direct fuel injection, internal exhaust gas re-circulation (EGR) and Engine Management System technology for low emissions, superior performance and outstanding fuel efficiency.

Air filter, S-trap and pre-heater

Automatic Idling System: Reduces engine speed to idle when the levers and pedals are not activated resulting in more fuel consumption and low cab noise levels.

Low-Emission Engine:

Make	Cummins		VCEVO
Model	ISB4.5E		D7E E8EE
Power output at 1,900 rpm	30 kW	1,000 mm	
Net (ISO 8243)			
SAE (J1349)	126 kW	168 hp	
Crane (SAE H1006)	138 kW	185 hp	
Max torque at 1,950 rpm	870 N·m	642 lb-ft	
No. of cylinders	4		
Displacement	7.1 l	335 cu.in.	
Bore	103 mm	4.25"	
Stroke	133 mm	5.22"	



ELECTRICAL SYSTEM

High-capacity electrical system that is well protected. Waterproof double-lock latches plugs are used to secure corrosion-free connections. The main relays and solenoid valves are shielded to prevent damage. The master switch is standard.

Contronics provides advanced monitoring of machine functions and important diagnostic information.

Voltage	24 V	
Batteries	2 x 12 v	
Battery capacity	200 Ah	
Alternator	28 V / 80 A	



SERVICE REFILL CAPACITIES

Fuel tank	470 l	124 gal
Hydraulic system, total	380 l	99 gal
Hydraulic tank	185 l	49 gal
Engine oil	90 l	24 gal
Engine coolant	36 l	9.5 gal
Swing reduction unit	12 l	3.2 gal
Travel reduction unit	2 x 5.5 l	2 x 1.4 gal



SWING SYSTEM

The suspension is swing type. It has a 4000 rpm oil pump motor and a planetary reduction gear. Automatic spring holding brake and underbowl save are standard.

Max. swing speed 11.4 rpm



DRIVE

Each track is powered by an automatic, two-speed shift travel motor. The track brakes are multi-disc, spring applied and hydraulic released. The travel motor, linkage and planetary gears are well protected within the track frame.

Max. drawbar pull (tractive effort)	208 kN	46,980 lb
Max. travel speed	3.2-5.5 km/h	2.0-3.4 mph
Gradeability	70%	



UNDERCARRIAGE

The undercarriage has a robust V-shaped frame. Grased and sealed track chains are standard.

No. of track pads	10 x 81
Link pitch	180 mm / 7.1"
Shoe width, triple grouser	600/700/800(Std)/900 mm
	24"/28"/32"(Std)/36"
Shoe width, double grouser	700 mm / 28"
No. of bottom track rollers	2 x 9
No. of top rollers	2 x 2



GROUND PRESSURE

* Machines with Std. 6.0 m, 19' 8" boom, 2.97 m, 9' 9" arm, 820 kg, 1,810 lb bucket and 4,500 kg, 9,920 lb counterweight.

Description	Shoe width	Operating weight	Ground pressure	Overall width
Single grouser	600 mm 24"	24,450 kg 54,000 lb	40.8 kPa 7.5 psi	3,100 mm 10' 8"
	700 mm 28"	24,780 kg 54,840 lb	35.5 kPa 6.3 psi	3,280 mm 10' 10"
	800 mm 32"	25,070 kg 55,280 lb	31.2 kPa 5.4 psi	3,380 mm 11' 1"
	900 mm 36"	25,360 kg 55,920 lb	28.4 kPa 4.8 psi	3,490 mm 11' 5"
	Double grouser	700 mm 28"	25,360 kg 55,920 lb	43.8 kPa 8.3 psi

* Machines with Std. 6.0 m, 19' 8" boom, 2.97 m, 9' 9" arm, 820 kg, 1,810 lb bucket and 5,200 kg, 11,470 lb counterweight.

Description	Shoe width	Operating weight	Ground pressure	Overall width
Single grouser	600 mm 24"	25,180 kg 55,540 lb	40.8 kPa 7.5 psi	3,100 mm 10' 8"
	700 mm 28"	25,480 kg 56,180 lb	35.2 kPa 6.3 psi	3,280 mm 10' 10"
	800 mm 32"	25,770 kg 56,800 lb	31.2 kPa 5.5 psi	3,380 mm 11' 1"
	900 mm 36"	26,060 kg 57,420 lb	28.2 kPa 5.0 psi	3,490 mm 11' 5"
	Double grouser	700 mm 28"	25,480 kg 56,180 lb	43.8 kPa 8.4 psi

MAX. PERMITTED BUCKETS

Note 1: Bucket size based on ISO 9001, however marked with a 11' length of boom.
 2: Max. permitted sizes are for maximum width and bucket width, bucket width is not applicable to the forklift.

• Max. permitted sizes for pin-on buckets:
 Counterweight 4,500 kg, 9,920 lb

Boom	Unit	Std. 6.0 m, 19' 8"			
		2.5 m, 8' 2"	Std. 2.97 m, 9' 9"	HD 2.97 m, 9' 9"	3.5 m, 11' 10"
GP bucket 1.8 t/m ³ , 2,530 lb/yd ³	1 yd ³	1,825, 2.08	1,600, 2.02	1,475, 2.09	1,525, 2.08
GP bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,810, 2.06	1,500, 1.98	1,450, 1.90	1,375, 1.66
HD bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,401, 1.89	1,375, 1.73	1,375, 1.67	1,225, 1.60
HD bucket 2.0 t/m ³ , 3,370 lb/yd ³	1 yd ³	1,300, 1.70	1,225, 1.60	1,200, 1.57	1,125, 1.47

• Max. permitted sizes for hook-on buckets:
 Counterweight 4,500 kg, 9,920 lb

Boom	Unit	Std. 6.0 m, 19' 8"			
		2.5 m, 8' 2"	Std. 2.97 m, 9' 9"	HD 2.97 m, 9' 9"	3.5 m, 11' 10"
GP bucket 1.8 t/m ³ , 2,530 lb/yd ³	1 yd ³	1,725, 2.06	1,600, 2.06	1,375, 2.06	1,475, 1.83
GP bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,700, 1.86	1,400, 1.89	1,375, 1.80	1,275, 1.67
HD bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,325, 1.70	1,225, 1.60	1,200, 1.57	1,125, 1.47
HD bucket 2.0 t/m ³ , 3,370 lb/yd ³	1 yd ³	1,225, 1.60	1,150, 1.50	1,125, 1.47	1,050, 1.37

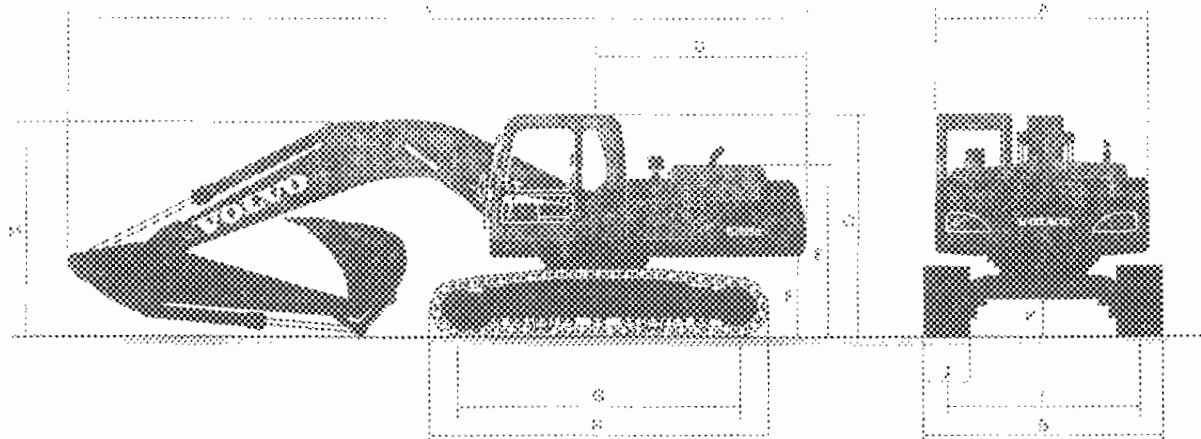
• Max. permitted sizes for pin-on buckets:
 Counterweight 5,200 kg, 11,470 lb

Boom	Unit	Std. 6.0 m, 19' 8"			
		2.5 m, 8' 2"	Std. 2.97 m, 9' 9"	HD 2.97 m, 9' 9"	3.5 m, 11' 10"
GP bucket 1.8 t/m ³ , 2,530 lb/yd ³	1 yd ³	1,875, 2.08	1,600, 2.42	1,600, 2.06	1,700, 2.22
GP bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,725, 2.06	1,625, 2.13	1,375, 2.06	1,525, 1.86
HD bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,500, 1.89	1,425, 1.86	1,400, 1.80	1,300, 1.73
HD bucket 2.0 t/m ³ , 3,370 lb/yd ³	1 yd ³	1,400, 1.83	1,325, 1.70	1,300, 1.70	1,225, 1.60

• Max. permitted sizes for hook-on buckets:
 Counterweight 5,200 kg, 11,470 lb

Boom	Unit	Std. 6.0 m, 19' 8"			
		2.5 m, 8' 2"	Std. 2.97 m, 9' 9"	HD 2.97 m, 9' 9"	3.5 m, 11' 10"
GP bucket 1.8 t/m ³ , 2,530 lb/yd ³	1 yd ³	1,375, 2.46	1,750, 2.09	1,700, 2.02	1,500, 2.08
GP bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,325, 2.13	1,525, 1.88	1,500, 1.86	1,420, 1.83
HD bucket 1.8 t/m ³ , 3,030 lb/yd ³	1 yd ³	1,450, 1.80	1,350, 1.77	1,325, 1.73	1,200, 1.64
HD bucket 2.0 t/m ³ , 3,370 lb/yd ³	1 yd ³	1,325, 1.73	1,250, 1.64	1,225, 1.60	1,150, 1.50

DIMENSIONS

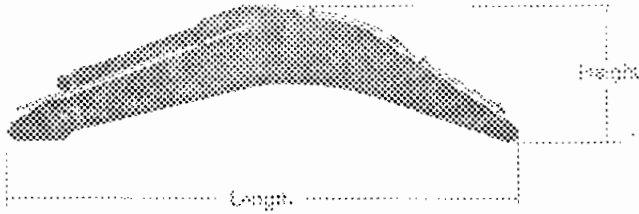


Boom Arm	Unit	Std. 2.0 m, 13' 8"		
		2.5 m, 8' 2"	Std. 2.97 m, 9' 9"	3.0 m, 11' 10"
A. Overall width of superstructure	mm, ft-in	2,800, 9' 2"	2,850, 9' 5"	2,850, 9' 5"
B. Overall width	mm, ft-in	3,390, 11' 1"	3,550, 11' 7"	3,600, 11' 8"
C. Overall height of cab	mm, ft-in	2,990, 9' 10"	2,990, 9' 10"	3,300, 10' 10"
D. Tail swing radius	mm, ft-in	3,950, 12' 9"	3,950, 12' 9"	3,900, 12' 8"
E. Overall height of engine hood	mm, ft-in	2,370, 7' 9"	2,370, 7' 9"	2,370, 7' 9"
F. Counterweight clearance*	mm, ft-in	1,000, 3' 3"	1,060, 3' 5"	1,060, 3' 5"
G. Boom length	mm, ft-in	3,880, 12' 6"	3,880, 12' 6"	3,850, 12' 6"
H. Track length	mm, ft-in	4,800, 15' 7"	4,800, 15' 7"	4,600, 15' 2"
I. Track gauge	mm, ft-in	2,090, 6' 9"	2,090, 6' 9"	2,030, 6' 8"
J. Sprocket width	mm, in	600, 23"	600, 23"	600, 23"
K. Min. ground clearance*	mm, ft-in	470, 1' 7"	470, 1' 7"	470, 1' 7"
L. Overall length	mm, ft-in	10,220, 33' 6"	10,150, 33' 3"	10,195, 33' 5"
M. Overall height of boom	mm, ft-in	3,250, 10' 7"	3,040, 10' 0"	3,235, 10' 7"

* Without shoe ground

DIMENSIONS

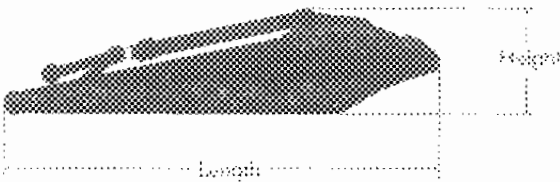
• Boom



Description	5.0 m, 16' 5"	
	STD	HD
Length	5,115 mm, 16' 8"	5,115 mm, 16' 8"
Height	1,580 mm, 5' 2"	1,530 mm, 5' 0"
Width	700 mm, 2' 3"	700 mm, 2' 3"
Weight	2,040 kg, 4,500 lb	2,170 kg, 4,780 lb

* Includes cylinder, pin and piping

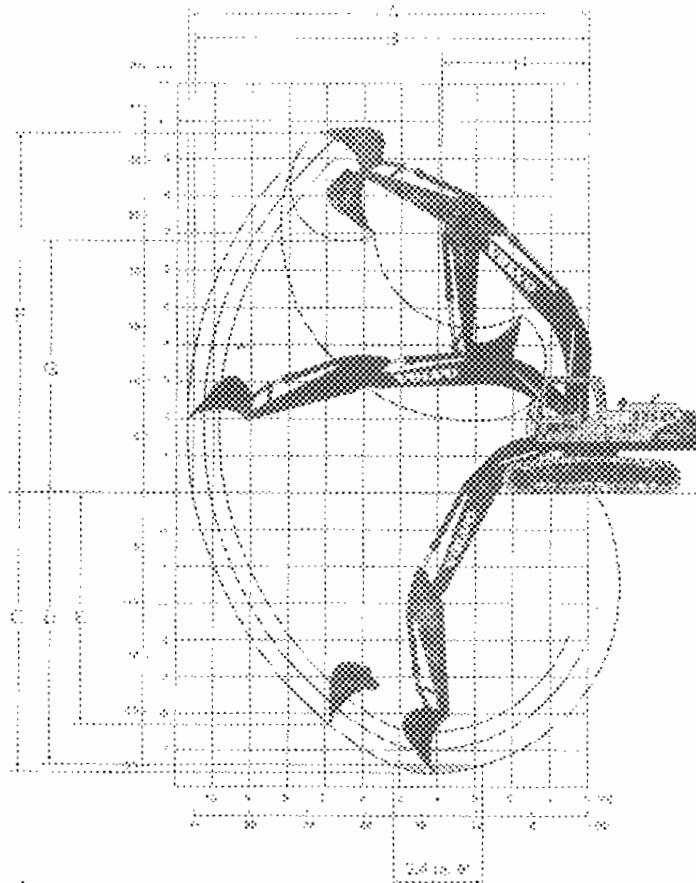
• Arm



Description	2.5 m, 8' 2"	2.97 m, 9' 9"		3.0 m, 11' 10"
		Standard	Heavy-duty	
Length	2,500 mm, 11' 6"	3,000 mm, 13' 4"	3,000 mm, 13' 4"	2,900 mm, 13' 6"
Height	900 mm, 3' 0"	900 mm, 3' 0"	900 mm, 3' 0"	900 mm, 3' 0"
Width	480 mm, 1' 7"	480 mm, 1' 7"	480 mm, 1' 7"	480 mm, 1' 7"
Weight	1,050 kg, 2,320 lb	1,220 kg, 2,680 lb	1,300 kg, 2,870 lb	1,300 kg, 2,870 lb

* Includes cylinder, piping and fittings

WORKING RANGES & DIGGING FORCES



• Machine with pin-on bucket

Boom	Unit	Std. 6.0 m, 19' 8"		
Arm				
A. Max. digging reach	mm, ft-m	8,880, 29' 6"	10,280, 33' 9"	10,730, 35' 2"
B. Max. digging reach on ground	mm, ft-in	8,600, 28' 3"	10,000, 32' 11"	10,550, 34' 8"
C. Max. digging depth	mm, ft-in	8,500, 27' 11"	8,600, 28' 11"	7,800, 25' 11"
D. Max. digging depth III level	mm, ft-in	6,780, 22' 3"	6,710, 22' 1"	7,080, 23' 3"
E. Max. vertical max digging depth	mm, ft-in	6,730, 22' 11"	6,670, 21' 11"	6,070, 20' 1"
F. Max. unloading height	mm, ft-in	6,620, 21' 9"	6,620, 21' 9"	6,660, 21' 10"
G. Max. dumping height	mm, ft-in	6,700, 22' 0"	6,600, 21' 8"	6,600, 21' 8"
H. Min. front swing radius	mm, ft-in	3,810, 12' 6"	3,690, 12' 1"	3,830, 12' 7"

• Digging forces with pin-on bucket

Boom	Unit	Std. 6.0 m, 19' 8"		
Arm		2.5 m, 8' 2"	Std. 3.97 m, 13' 0"	3.6 m, 11' 10"
Bucket tip radius	mm, in	1,540, 61"	1,540, 61"	1,540, 61"
Breakout force - bucket (Normal/Power boost)	SAE kN lb	143.2/158.0 32,190/35,280	143.2/158.0 32,190/35,280	143.2/158.0 32,190/35,280
Teardown force - arm (Normal/Power boost)	SAE kN lb	125.2/137.0 28,180/30,850	108.9/118.7 24,480/26,680	97.7/105.8 21,880/23,510
Rotation angle, bucket	deg	177°	177°	177°

LIFTING CAPACITY (At the arm end without bucket)

Note: For the use of the boom, always check and follow the actual weight of the payload bucket or the lift and load capacity chart for the following values.

EC240B LC (Std. boom 180 mm, 30° counterweight 4,000 kg, 8,820 lbs)















Lift mode configuration	Lift mode configuration	4.5 m, 15'		6.0 m, 20'		7.5 m, 25'		9.0 m, 30'		Max. reach							
		15'		20'		25'		30'		15'		Max.					
		1	2	1	2	1	2	1	2	1	2	kg					
Std. boom 6.0 m 19' 8"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000
+ Arm 2.6 m 8' 7"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000
+ 2.6 m 8' 7"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000
+ 2.6 m 8' 7"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000
+ 2.6 m 8' 7"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000
+ 2.6 m 8' 7"	180°			7.0	14,000	7.0	14,000					14.0	14,000	7.0	14,000	6.1	12,700
	150°			6.5	13,000	6.5	13,000					13.0	13,000	6.5	13,000	5.5	11,000
	120°			6.0	12,000	6.0	12,000					12.0	12,000	6.0	12,000	5.0	10,000
	90°			5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	5.5	11,000	4.5	9,000
	60°			5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	5.0	10,000	4.0	8,000
	30°			4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	4.5	9,000	3.5	7,000

- Machine in "Fine Mode-P" (Power Boost) for lifting capacities.
- The above loads are in compliance with SAE J1037 and ISO 15557 Hydraulic Excavator Lifting Capacity Standards.
- Rated loads do not exceed 87% of hydraulic lifting capacity or 75% of towing load.
- Rated loads marked with an asterisk (*) are limited by hydraulic capacity rather than tipping load.
- Consult the manual and U.S. measurement charts.

LIFTING CAPACITY (At the arm end without bucket)

Form for lifting capacity and lifting distance, capacity and weight of the piston number or the bucket with counterweight over the following values.

EC240B LC (Std. plus 300 mm, 30°, counterweight 5,200 kg, 11,470 lb)

 Swing direction left/right	 Load (without counterweight)	4.0 m, 13'		6.0 m, 20'		7.5 m, 25'		9.0 m, 30'		Max. reach				
		 B	 C	 B	 C	 B	 C	 B	 C	 B	 C	 B	 C	Max. (m)
Std. boom 6.0 m 19' 8"	9.0 30°			7.5 14,000	6.0 14,000							7.5 14,000	6.0 14,000	6.1 19.20
	6.0 30°			6.0 14,000	6.0 14,000							6.0 14,000	6.0 14,000	6.1 19.20
	4.5 10°	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000					7.5 16,000	6.0 16,000	7.9 20.80
	5.0 10°	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000					7.5 16,000	6.0 16,000	6.1 19.20
	4.5 0°	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000					7.5 16,000	6.0 16,000	6.1 19.20
	4.0 0°	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000	7.5 16,000	6.0 16,000					7.5 16,000	6.0 16,000	6.1 19.20
4.5 m 15' 0"	9.0 30°			7.5 12,000	6.0 12,000							7.5 12,000	6.0 12,000	6.1 18.20
	6.0 30°			6.0 12,000	6.0 12,000							6.0 12,000	6.0 12,000	6.1 18.20
	4.5 10°	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000					7.5 14,000	6.0 14,000	7.9 20.80
	5.0 10°	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000					7.5 14,000	6.0 14,000	6.1 18.20
	4.5 0°	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000					7.5 14,000	6.0 14,000	6.1 18.20
	4.0 0°	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000	7.5 14,000	6.0 14,000					7.5 14,000	6.0 14,000	6.1 18.20
Std. boom 5.5 m 18' 0"	9.0 30°			7.5 10,000	6.0 10,000							7.5 10,000	6.0 10,000	6.1 17.20
	6.0 30°			6.0 10,000	6.0 10,000							6.0 10,000	6.0 10,000	6.1 17.20
	4.5 10°	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000					7.5 12,000	6.0 12,000	7.9 20.80
	5.0 10°	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000					7.5 12,000	6.0 12,000	6.1 17.20
	4.5 0°	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000					7.5 12,000	6.0 12,000	6.1 17.20
	4.0 0°	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000	7.5 12,000	6.0 12,000					7.5 12,000	6.0 12,000	6.1 17.20
4.5 m 15' 0"	9.0 30°			7.5 8,000	6.0 8,000							7.5 8,000	6.0 8,000	6.1 16.20
	6.0 30°			6.0 8,000	6.0 8,000							6.0 8,000	6.0 8,000	6.1 16.20
	4.5 10°	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000					7.5 10,000	6.0 10,000	7.9 20.80
	5.0 10°	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000					7.5 10,000	6.0 10,000	6.1 16.20
	4.5 0°	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000					7.5 10,000	6.0 10,000	6.1 16.20
	4.0 0°	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000	7.5 10,000	6.0 10,000					7.5 10,000	6.0 10,000	6.1 16.20
Std. boom 5.1 m 16' 9"	9.0 30°			7.5 7,000	6.0 7,000							7.5 7,000	6.0 7,000	6.1 15.20
	6.0 30°			6.0 7,000	6.0 7,000							6.0 7,000	6.0 7,000	6.1 15.20
	4.5 10°	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000					7.5 9,000	6.0 9,000	7.9 20.80
	5.0 10°	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000					7.5 9,000	6.0 9,000	6.1 15.20
	4.5 0°	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000					7.5 9,000	6.0 9,000	6.1 15.20
	4.0 0°	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000	7.5 9,000	6.0 9,000					7.5 9,000	6.0 9,000	6.1 15.20

- Notes: 1. Machine in "Fine Mesh-F" Power Mode for lifting capacities.
 2. The above loads are in compliance with SAE J1107 and ISO 10587 Hydraulic Excavator Lifting Capacity Standards.
 3. Rated loads do not exceed 87% of hydraulic lifting capacity or 75% of tipping load.
 4. Rated loads marked with an asterisk (*) are limited by hydraulic capacity rather than tipping load.
 5. Contains metric and U.S. measurement charts.

STANDARD EQUIPMENT

Engine

6-cylinder, 4-cylinder dual on-premix water cooling, direct injection air-charged air intake, first meets EPA (Emission Reduction Program) Tier 2 emission standard.

Large water with radiator and fan/heater
Air intake heater
Genie engine shut off
Remove bleed water separator
Coolant filter
Paralle engine oil filter
Variable intake & air-charged air cooling fan speed
Automatic 80 A

Electric/Electronic control system

Centralize
- Advance 3 more control systems
- Self-diagnosis system
Machine status indication
Engine speed sensing power control
Automatic idling system
One-touch power boost
Safety stop/start function
Level alarm
Adjustable machine

Waste switch

Engine, 12 volt 200 amp, 1
High capacity halogen light
- Floor-mounted 2
- Boom-mounted 2
Battery, 2 x 10 V / 200 Ah
Start motor, 24 V / 4.8 kW

Hydraulic system

Auto-alk hydraulic system
- Generator system
- Boom priority
- Arm, boom
- Swing priority
Hydraulic pump
- Hammer & shear / 1 pump flow
- Quick coupler piping
Boom end arm regeneration valves
Swing winch/reel valves
Boom and arm holding valves
Pump flow control for hammer & shear
Multistage filtering system
Cylinder cushioning
Cylinder cushioning test
Auxiliary hydraulic valve
Straight level alarm
Automatic two speed travel motor
Hydraulic oil, ISO VG 46

Weights, oil location for ground
Swing and boom for easy loading

Superstructure

Access way with handrail
Full height counterweight
5,210 kg, 11,470 lb
Tool storage area
Pneumatic metal anti-rig alarm
Undercarriage heavy duty, 4.5 mm, 0.18"

Cab and interior

Fabric seat with heater and air conditioner
Pilot operated with control pedals with 3 switches each
Heater & air conditioner, automatic
Hydraulic dampening cab mounts
Adjustable operator seat and joystick control controls
Flexible armrest
Hydraulic easy turnover
Dash, all-weather sound dampening, includes:
- Airbag
- Cup holder
- Lights
- Tinted glass
- Door locks

- Floor mat
- Hand
- Large storage net
- Pickup type rear window
- Removable lower windshield
- Seat belt
- Safety glass
- Sun shield, front, rear, side
- Windshield wiper with intermittent feature
- Stereo cassette radio
Anti-vandalism kit assembly
jumper kit
Master ignition key

Undercarriage

Hydraulic track adjusters
Greased and sealed tank on arm
Track guard
Undercarriage (4.5 mm, 0.18")
Rear and rear trailing eye

Track shoes

Track shoe 800 mm, 32" with triple grippers

Digging equipment

Boom: 6.0 m, 19' 8"
Arm: 2.97 m, 9' 9"

OPTIONAL EQUIPMENT (Standard in certain markets)

Engine

Block heater, 120 V
Cylinder protection
10KW diesel driven engine radiator heater
Fuel filter pump 50 liter, 13.2 gpm with automatic shutoff
Water separator with heater

Electric

Blue lamps
- Cab-mounted 3 (rear 2, rear 1)
- Counterweight mounted 1
Overhead warning device
Rotating warning beacon
Anti-theft system

Hydraulic system

More remote valve boom arm
Hydraulic pump
- Hammer & shear / 2 pump flow
- Additional return filter
- Boom piping to shear & roller
- Shear & roller
- Grapple
- Oil leak (leak) test
Auto hydraulic quickcoupler, 31, 32 size
Hydraulic oil, ISO VG 46
Hydraulic oil, ISO VG 68
Hydraulic oil, biodegradable 32
Hydraulic oil, biodegradable 46
Steered travel pedal

Superstructure

Full height counterweight
4,800 kg, 10,580 lb

Cab and interior

Fabric seat
Control joystick with working lever
Control pedals with 5 switches each
Control joystick with 3 switches + proportional control switch
Air-conditioner, manual
Falling object guard (FOG)
Cab-mounted falling object protection structure (FOPS)
Sunlight protection, anti-theft
Rain shield, front
Safety egress for front window
Lower wiper
Anti-vandalism kit

Undercarriage

Full track guard
Undercarriage heavy duty 1.0 mm, 0.039"

Track shoes

800/700/600 mm, 24"/28"/24" track shoes with triple grippers
700 mm, 28" track shoe with double grippers

Digging equipment

Boom: 6.0 m, 19' 8" heavy duty
Arm: 2.97 m, 9' 9"
1.8 m, 11' 10"
2.97 m, 9' 9" heavy duty

Service

Hand term
Spots plate
Fuel kit, full size

All products are not available in all markets. Check our prices of accessories equipment, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

VOLVO

Construction Equipment

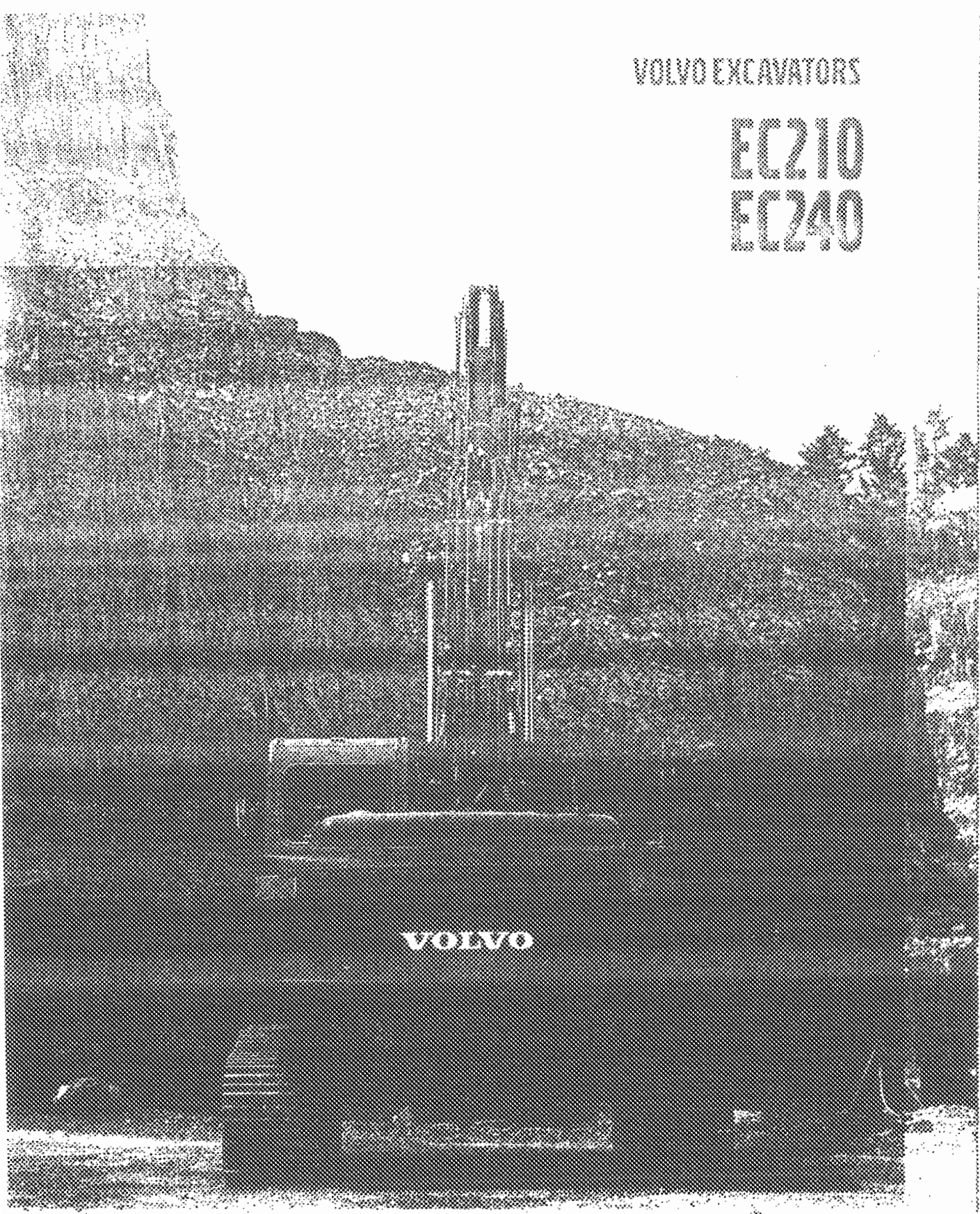
Volvo Construction Equipment North America, Inc.
One Volvo Drive, Asheville, NC 28803-9447
www.volvoce.com

Circle 51 on Reader Service
Phone: 800-438-1100 • 704-686-6667
E-mail: sales@volvoce.com

VOLVO EXCAVATORS

EC210

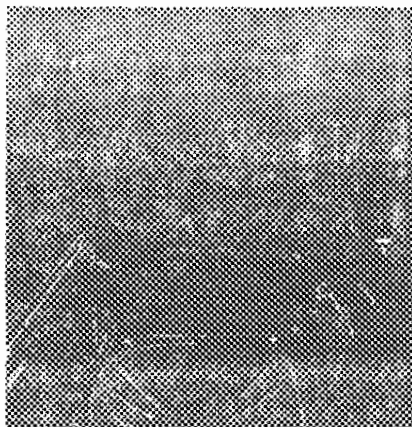
EC240



VOLVO

VOLVO

Operator environment



Surrounded by simple and easy to use control consoles, the heated operator's seat has eight adjustments for maximum operator comfort and working visibility, whether in deep trenching or truck loading. An additional optional operator comfort item available includes air suspension for the seat.

All excavator controls are within easy reach of the operator.

The wrist control joysticks, each equipped standard with three option switches, will provide the operator with exceptional controllability and operational ease. Gauges and LED lights monitor main machine system functions and display the status constantly.

If there is a malfunction, the operator knows instantly what the problem is through the on-board self-diagnostic system.

Located on the left console, adjacent to the seat, this diagnostic system will display a code to aid in troubleshooting.

Another feature of the cab is the noise level, a result of many years of study, testing and design.

The cab is so quiet, that even at high rpm's the operator can enjoy a sound environment similar to that of a passenger car.

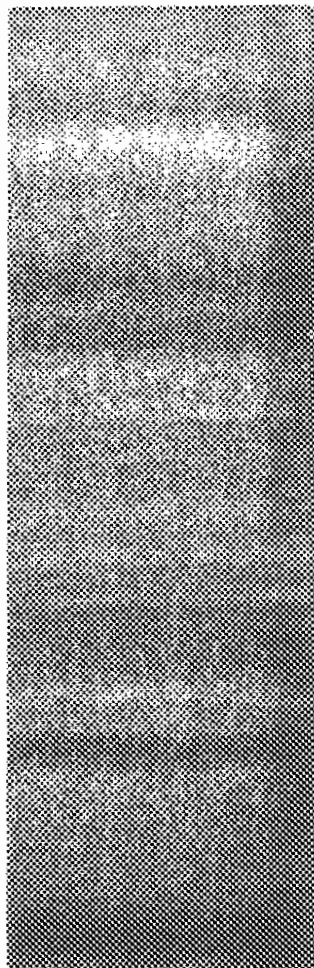
The standard AM/FM cassette radio is also a perfect way for the operator to enjoy his workday. Large cab window sizes enhances all-around visibility.

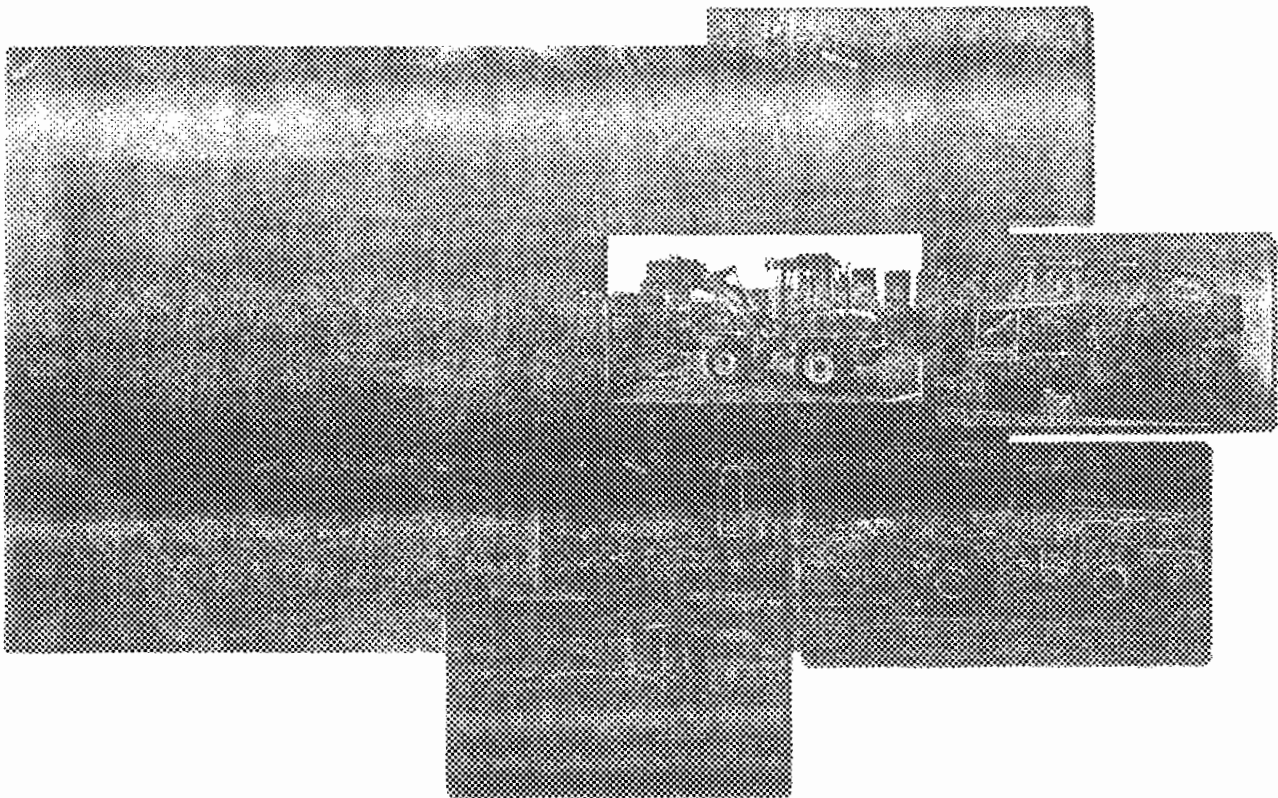
The windows are also tinted to improve operator comfort.

A convenient storage area, located behind the operator seat, provides room for manuals and the operator's lunch. The cab even comes standard with extras like a sliding rear window and clear roof hatch, as well as a front sun shield.

An optional front sun shield is also available.

These features will assure that any operator in the new Volvo excavator will be as comfortable during the workday as he is in his own car.





Technology on Human Terms

The Volvo Construction Equipment Group is one of the world's leading manufacturers of construction machines, with a product range encompassing wheel loaders, excavators, articulated haulers, motor graders and more.

The tasks they face vary considerably, but they all share one vital feature: technology which helps man to perform better—safely, efficiently and with care of the environment. We refer to it as Technology on Human Terms.

The sheer width of the product range means it is always possible to choose exactly the right machine and attachment for the job. Each machine also comes with the quality, continuity and security which is represented by the

Volvo name. The security of the service and parts organization. The security of always having immediate access to leading-edge research and technical development. A machine from Volvo meets the very highest demands in all kinds of jobs, under all conditions. The world over.

The Volvo Construction Equipment Group develops, manufactures and markets Volvo, Puk-John and Champion construction equipment. We are a Volvo company with production facilities on four continents and a market presence in over 160 countries.

For more information please visit our web site, www.volvo.com

Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

VOLVO

Volvo Construction Equipment
North America Inc.

One Volvo Drive, Asheville, N.C. 28901-9947
Tel: 828-251-2070, Fax: 828-251-2503

Ref. No. 911-459-11-28
Printed in USA 2008 - 8/08
© Volvo Penta, Asheville, NC

ATTACHMENT #8

2006 JUL 21 PM 3 55

FLAGLER Construction Equipment, LLC

2320 Bruner Lane, SE

Fort Myers, Florida 33912

t: 239.481.8554

f: 239.481.3302

flaglerce.com

July 21, 2006

Janet Sheehan
Lee County Purchasing Department
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

Subject: Formal Written Protest

**Re: Lee County Bid – Quote No. Q-060504 – One (1) 36' Hydraulic Excavator
Volvo EC240BLC**

Dear Ms. Sheehan:

In accordance with the bid specification Page 4, Item 9 we are submitting this formal written protest to the awarding of Project Quote No. Q-060504 for One (1) 36' Hydraulic Excavator to Great Southern Equipment.

Please see the attached letter from Volvo regarding bucket capability which regards Section 2.6.7 in our bid submission. All manufacturers use basic bucket configurations for reference material. All bucket manufacturers design and build buckets differently to fit specific dealer specifications and customer needs.

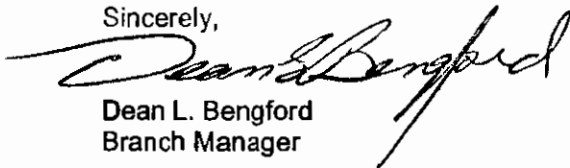
In the bid documents no dimensions were given for bucket configuration except for width, capacity and weight. Flagler conversed with several manufacturers that build buckets and confirmed that building a bucket for us to be used on the Volvo EC240B Excavator will be configured in order to obtain 36' of reach per the bid specification. Please see the attached drawing by Geith Manufacturing and a letter from Entek Manufacturing. Our original disclaimer noted that use of a standard bucket along with coupler would actually exceed the minimum bid specification of 36 feet. This is the only issue that was noted for not meeting specifications.

If your intent was to sole source this bid, we believe that other vendors and manufacturers needed not submit and prepare bid documents for this.

The recommendation was to purchase the Kobelco for \$166,711 whereas the purchasing of the Volvo EC240B from Flagler would represent a savings to Lee County of \$4,886.00

The relief sought by Flagler Construction Equipment is to have us be the recipient of this award.

Sincerely,



Dean L. Bengford
Branch Manager

DLB:ma

Enclosures: Volvo Letter, Letter of Credit, Manufacturer Drawing, Letter from Entek

VOLVO

Construction Equipment 2006 JUL 21 PM 3:56

Date: 11 July 2006

Ref: 11070601

To: Dean Bengford Flagler CE - Ft Myers

Subject: 2006 Lee County Bid - Volvo EC240BLC

The purpose of this letter is to clarify the basis for numbers shown in our standard sales publications.

Volvo Construction Equipment provides standard figures based upon an average or minimum-level specification machine. Weight, performance, reach, etc - all may vary for actual specifications based on local conditions. The bucket is one item that is generalized.

Reach dimensions are calculated using a basic bucket, generalized for national if not global use.

Buckets supplied will vary jobsite to jobsite, depending on the application needs. Our local dealer supplies bucket(s) to suit specific needs of the customer if/when such are in the scope of supply. The actual reach dimension will then change based upon the bucket/tooth configuration and geometry as supplied by Flagler CE.

Best regards,
VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, INC.

David B. Nus
Product Manager - Excavators

Volvo Construction Equipment
North America, Inc.
One Volvo Drive
Asheville, North Carolina 28803-3447

Telephone
(828) 650-2000

Telefax
(828) 650-2501

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: JULY 17, 2006

2006 JUL 21 PM 3 56

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68013774

BENEFICIARY
LEE COUNTY FLORIDA
LEE COUNTY BOARD OF COUNTY
COMMISSIONERS
1825 HENDRY ST- 3RD FLOOR

FORT MYERS, FL 33901

APPLICANT
FLAGLER CONSTRUCTION EQUIPMENT, LLC
4700 MILLENIA BLVD
STE 500
ORLANDO, FL 32838
ISSUING BANK
BANK OF AMERICA, N.A.
1 FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 8,100.00
NOT EXCEEDING EIGHT THOUSAND ONE
HUNDRED AND 00/100'S US DOLLARS

EXPIRATION
OCTOBER 17, 2006
AT OUR COUNTERS

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER
68013774 IN YOUR FAVOR.

CREDIT AVAILABLE WITH BANK OF AMERICA, N.A. BY PAYMENT OF
BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON BANK OF AMERICA, N.A..

DRAFTS MUST BE ACCOMPANIED BY:

1. THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENTS, IF ANY.
2. A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER /
REPRESENTATIVE OF THE BENEFICIARY ON BENEFICIARY'S LETTERHEAD READING
AS FOLLOWS:

QUOTE

THE LEE COUNTY FLORIDA BOARD OF COMMISSIONERS HAS DETERMINED FLAGLER
CONSTRUCTION EQUIPMENT, LLC'S FORMAL WRITTEN BID PROTEST FOR ONE (1)
36' HYDRAULIC EXCAVATOR IS FRIVLLOUS.

UNQUOTE

ORIGINAL

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: ~~68013774~~ ^{2006 JUL 21 PM 3 58} 68013774

PARTIAL DRAWINGS: ARE ALLOWED

DRAFT(S) MUST STATE "DRAWN UNDER BANK OF AMERICA, N.A., STANDBY LETTER OF CREDIT NUMBER 68013774 DATED JULY 17, 2006."

COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING AND SHALL BE ADDRESSED TO US AT, ONE FLEET WAY, SCRANTON PA 18507, ATTN: TRADE SERVICES DEPARTMENT-STANDBY UNIT, PHONE: 1-800-370-7519, SPECIFICALLY REFERRING TO THE NUMBER OF THIS LETTER OF CREDIT.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL

Searcy, Jeffrey L.

From: Andacht, Monica
Sent: Friday, July 21, 2006 10:28 AM
To: Searcy, Jeffrey L.
Subject: FW: EC240B special extra reach Bucket

2006 JUL 21 PM 3:58

Attachments: Flagler 240.pdf



Flagler 240.pdf (47 KB)

Monica Andacht
Flagler Construction Equipment
Sales Coordinator - Fort Myers Branch
2320 Bruner Lane SE
Fort Myers, FL 33912
Phone: 239-481-8554 / Fax: 239-481-3302

-----Original Message-----

From: Bengford, Dean L.
Sent: Monday, July 17, 2006 11:10 AM
To: Andacht, Monica
Subject: FW: EC240B special extra reach Bucket

Please print for lee county bid

-----Original Message-----

From: kwiseman [mailto:kwiseman@geith.com]
Sent: Mon Jul 17 07:57:35 2006
To: Bengford, Dean L.
Subject: EC240B special extra reach Bucket

Hi Dean,

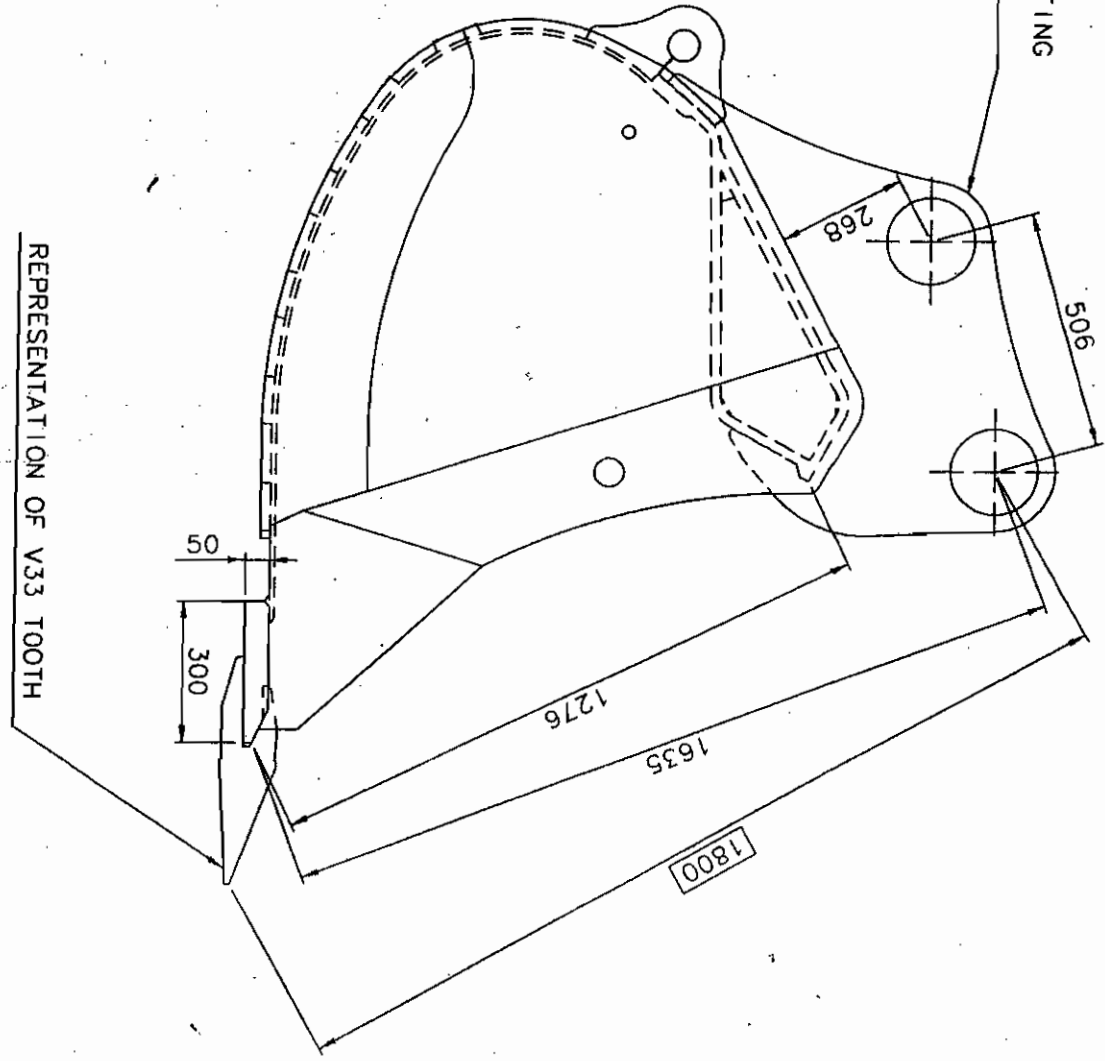
Drawing attached of the Bucket to get 36' reach on EC240B that you were working on deal for Lee County with. Measurements are in Milimeters. To convert to inches divide by 25.4.

Best Regards,
Ken Wiseman
877 862 2479

Sent via the WebMail system at geith.com

2006 JUL 31 08:01:58

HF58 VOLVO EC240B FITTING
**** SPECIAL ****



REPRESENTATION OF V33 TOOTH

Memo

2006 JUL 21 PM 3:00
2006 JUL 21

DATE: 21 July 2006

TO: Jeff Searcy Sales Representative
Flagler Construction Equipment LLC
2320 Bruner Lane Southeast
Fort Meyers FL 33912

FROM: E Samuel Loos Regional Manager
Entek Manufacturing Inc
6350 Highway 90 East
Seguin TX 78155

SUBJECT: Lee County Project Number Q060504 – One (1) 36' Hydraulic Excavator

Dear Mr. Searcy:

I am writing to make you aware that Entek Manufacturing, Inc., does indeed manufacture 24-inch and 42-inch wide buckets in a size and capacity to meet the 36' project/bid specification on the Volvo model EC240B excavator.

We have been manufacturing buckets and a host of other attachments for tracked excavators of all brands, models and sizes for over twenty years.

We will be pleased to manufacture the 24-inch and 42-inch bucket for the Model EC240B excavator upon your request.

Thank you for this opportunity to be of service.

Sincerely,


E. Samuel Loos
Regional Manager
Entek Manufacturing, Inc.

####

ATTACHMENT #9

**FORMAL QUOTE NO.: Q-060504
PURCHASE OF ONE (1) 36' HYDRAULIC EXCAVATOR
PRE-BID MEETING
JUNE 20, 2006**

Bob Franceschini started the meeting.

Good Morning time is 10:00 am June 20, 2006 Pre bid conference for Q-060504
Purchase of One 36' Excavator

Fleet – Danny Brashear and Brad Wright

Vendors: Brian Cox – GS Equipment
Greg Bennett – Kelly Tractor
Keith Draper – Linder Industrial Machine
Jeff Searcy – Flagler
Jim Finger – Nations Rent

All vendors have signed in and thanks for coming in this morning.

Go over the basics of filling out the quote.

E-mail from vendor will read out later after going over the technical specs.

Cover page is 1 36' foot hydraulic excavator. Opens June 27th at 2:30pm.

Late quotes cannot or will not be accepted.

Page 1 – 12 are the general conditions, commend those to your reading give you an overview of your rights as a quoter. Encourage you to read them. Take a moment and point out page 1 submission of quote, quotation shall be sealed in an envelope and on the outside should be marked sealed quote, name of firm, title of quote, quotation number.

Quotation shall be submitted in triplicate original and 2 copies. Ask for submittals, you include does along with your quote, but in a separate envelope and marked with the quote number and required submittals. Would like 2 or 3 sets of required submittals.

Page 13 – Proposal/Quote form, date submitted, vendor name, if addendum – write number of addendum(s) in this spot. Pricing is straight forward. Option A for tilt power system. Delivery with own vehicle or common carrier.

Is there a preference with Lee County that it's delivered by your own vehicle or common carrier?

The reason Purchasing asks that question is because it affects your insurance, our Risk is concerned. Purchasing asks that question for insurance.

Boils down who owns the truck that might back into our building.

Ask the delivery time frame. Do have local vendor preference. Sometimes people get confused here. Your main office is in Virginia, but you have an office here you will be entitled to claim local vendor preference. Be careful with that. Complete the questionnaire

Any modifications with the quote, you should be checking No here, if you check yes, call me before you make this check to yes. We are here today to iron out any modifications or wrinkles that there may be either verbally or through an addendum. You should be checking no. You still feel the need to check yes, you need to tell us your modifications are in the space provided.

Page 15 – Important page, here is where you sign your quote, if we don't have a signature we don't have a valid offer. A lot of times someone else fills out the bid but someone doesn't sign the bid. Please sign your quote.

Page 16 – overview, technical specs speak for themselves. The intent is to obtain the source to purchase a 36' Hydraulic Excavator is this case for use by Lee County Utilities. Your grand total cost should include your FOB delivery to FM to Fleet Mgmt. also include a pre-delivery service to check for operation proper it's important you build all of that into your grand total price. Basis of award shall be the lower quoter; grand total meeting specifications. Here the submittal latest manufacture literature and spec sheets on equipment quoted.

Page 17 – Material use of equipment is used for good commercial quality fit for the intended purpose. Here's the local bidder preference paragraph

Technical specs – Danny and Brad has done a fine job putting that together, very specific about what they want. A couple of things page 19 – prices being valid for 90 days from the date of approval and award by Lee Co BOCC. Page 20 – materials and workmanship, please read this and it tells you what we expect. Page 22 2.0 technical requirements begin. We start off asking you to specify year make and model of the machine you are quoting and for each of the items we call out here, we ask does your quote comply with this requirement. Again, you should be checking yes for every one of those requirements, if you can't we need to talk about it. Now before you fellows came we were chit chatting little bit reminding these fine gentleman we had issues with horse power last time. Diesel power with a minimum of 168 horse power – page 22. We don't want to have any issues or problems with horse power or any other way related.

Jim – 36' excavator Page 22 – 2.0 – how about 35.7' is 36' critical? Way this is written it is not.

Same requirement in Page 29, 2.7 unit shall be equipped to have a minimum digging reach of 36'.

What I'm going to have to do is get back with the department see what their requirements are. They are the ones that told me 36', that's what they want. Will 3" make a difference, I don't know. I can't answer that.

Greg - I have an issue with that too, I can't meet the 36'; mine reach 34'7".

Gentleman anyone else has a problem with 36'? So we got Nations rent with 35.7 and Kelly with 34.7.

Fleet - I'll check on that and let you know.

Jim anything else on page 22 – horse power – 168 that's 22.1 at 162

Anyone else with the horse power. Minimum horse power is 168 or better.

Let me just walk through the rest of this, this is good. Anything else you would check no on we need to know about right now or prior to opening. So the rest of these requirements go through page 32. Page 32 – we talk about warranty information and warranty work and page 33 there are some places for you to fill out Danny and Brad and the rest of the folks at Fleet want some answer to, as far as part depot and additional warranty and logistical services, etc. How we would be reimburse for repairs we would do. On page 34 attachment A - local vendor preference two pages

Part A principle place of business is in Lee County boundaries, that would apply to everyone here I would think.

If not in Lee County you would complete section B.

Insurance requirements we include these for your ref pages 36, 37, 38 read carefully our Risk mgmt told us we need to get from you in the form of insurance certificate if you are the awarded vendor. If you do not have this insurance right now, please do not go out and get it; include certificate with your quote. You are not sure if you are going to get it and it's an extra cost to do that. Lee CO BOCC as additional insured putting us as the certificate holder. I cannot go to the Board without Risk Mgmt. approval.

If you are the awarded vendor, get out your package look at pages 36, 37 and 38 send that to your insurance company.

Bidders check list on page 39, you will note item no. 1 – quote has been signed, this is how important that is, and you don't need to return 39 unless you are submitting a no bid.

This is a pretty big package you don't need to return everything we don't need the general conditions, but given the fact there are some places for you to fill out give us 13 back.

Let me remind you of 3 things, sign quote,, get it to us by 2:30 on June 27th, sure looks like we are going to have an addendum here, acknowledge your addendum in the space provided on page 13. One other thing we are a week away from the opening, if for some reason we can't get an answer out of the department or whatever if we have to move the opening date back that will be stated in the addendum to you.

Any questions on how to submit the bid any questions from a purchasing stand point?
Excellent

Jim you had several questions we made note of; on page 22 .

Now let's move on to technical questions, ok thanks Danny, before we go there let's read this into record; e-mail from a John Wallace from South Equip – 36' Excavator. 2.11.1 Option A – power tilt system – please specify 1) power tilt system per cab; 2) power tilt system per bucket attachment. I don't want to speak for this gentleman but I think he's probably asking us what we want it on the bucket or on the cab. Is that what he's asking us? Option A is on page 31.

Power tilt system is for the bucket, I thought it was pretty clear.

Page 31, it is for the bucket attachment only? It's for the bucket and for attachments' it rotating swivel not for the cab.

Any questions on that answer? No.

Page 22 – Technical requirements any problems with the operating weight? All good.

Have issues with this – on 23 we have a min of 350 cubic inch displacement any problems there? No.

No problem with control or any of those things?

Page 23 – 2.2.11 change that to a minimum of 780 cch. Anything else on 23? No

Page 24 – 2.3.5 – front and rear toll hooks, we have toll eyes – that's fine. That's ok toll hooks or eyes.

Fuel tank minimum of 85 gal. All good.

Page 25 – 34,000 psi – Jim what does that mean? It's a big spring. Industrial standard on this, can't find anything.

Min 31 ½" track shoes, we all good? Yes

Shall not exceed an overall crawling of 16 feet 2 inches. Yes

Min of 12' 5" of track on the ground.

Min of 8' 5" track gauge.

I don't see anything else on page 25.

Page 26 – pretty standard stuff any problems?

Jim - 24.4.6 operators cab shall be equipped with adjustable height pilot valves – what does that mean – for the operator itself. 2-4-7 operators cab shall be equipped with a full set of gauges include oil pressure coolant temp fuel level hour meter tachometer air filter indicator – air is outside the operators cab way this read it needs to be inside all my other stuff is inside but my air filter is outside which can be seen at a glance from ground level. Mine is outside, but it's not inside.

One other thing, 2.4.9 cab shall be equipped with a self diagnostic micro processor – everyone has that? Yes

Page 27 – Jim - 2.4.15 operators cab shall be equipped with a provision for a computer – interrupt that for me. I have the ability to do that but I can't keep operating I can by pass my electronic power system to load my machine or pull into a safe area. Cannot continue full operation with using my bypass system.

That's what we are looking for. Just in the event of an emergency. As written then.

Jim – bottom 2.5.6 hydraulic system shall include a system to increase power hydraulic for continuous operation we have a power up which increases are break out force is that what we are looking for basically for power up so we are in compliance there?

Hydraulic system shall include 2 variables displacement piston pumps.

Page 28 – 2.5.3 make sure the hydraulic systems is going to capable of supplying enough pressure and supply oil to the attachments but also to the pivot the swivel we have had problems in the past.

Greg - Page 28 – 2.5.11 –hydraulic system includes 3 position operating mode selector – our units use to have that but no longer automatically done it's programmable in our monitor 10 different settings and will automatically increase to whatever the load it is being put on the hydraulic system to match it.

Jim – 2.5.13 – hydraulic system shall include no free swing circuitry on the machine don't understand, that would write me out. Let me explain my free swing – it allows the operator to disengage the swing break providing crane like precision and control. Is there some reason we would not want this? The operator has the ability if you don't want it to turn it off.

That's a department question, we will have to address.

Page 29 – 2.6.2 – full diagnostic kit – questions, issues. Define it – equipment you use. One time vs. renewable? What exactly this is? Whatever updates come along you have the option of software updates. Leave this as a one time deal. Clarify this as a one time update.

Buckets – 2.6.5 Bucket 1 – unit shall be equipped with heavy duty .75 cubic yard bucket equipped with lifting eye and replaceable teeth.

Greg - .74 , change

Not to exceed 30", width. Weight no to exceed 2000lbs. Lee County would prefer this bucket to 24" wide.

2.6.6 #2 unit shall be equipped with a heavy duty 1.5 cubic yard bucket. 48" not to exceed not to exceed 2600lbs. 42" wide

2.6.7 minimum digging reach of 36' address that.

Page 29 2.6.9 2 rear mounted working lights – not backup lights.

Manuals – looking for two complete sets of manuals to include parts repairs and operation and wiring diagrams hydraulic etc. supplied with machine.

3 complete sets of keys

On the manuals – some manufacturers have access to websites give us that instead of manuals that's fine.

Certified weight slip must be included with delivery.

Training – minimum of 2 full days of complete operational and mechanic operation of the machine within at Lee County site and the vendor is responsible for all costs travel lodging associated with training, please include all cost associated in your grand total.

Page 31 – Power tilt system – ask for extra pins for switching attachments, one set is fine.

Warranty info – unit shall have a min warranty of 12 months or 1500 hours of total unit.

Vendor will provide loaner machine to Lee County at no additional cost.

Vendor - Depends on availability. Is this a regular request?

Fleet - We will work with you on this.

We will be putting out an addendum on this. Is there anything else?

Vendor - All these issues that were brought up.

Fleet - Will be addressed in the addendum.

Vendor – Power tilt option – you want that submitted separate.

There's a place for the option and for the Grand Total, they are separated.

Bob - Concluded pre bid meeting.

TIMELINE – Q-060504 – ONE (1) 36' HYDRAULIC EXCAVATOR

- 6/07/06 – Final draft of project received by Purchasing from Fleet Management
- 6/12/06 – Project assigned to Purchasing Agent for processing. Post cards sent to vendors on Bidder List and posted on the Internet
- 6/20/06 – Pre-bid conference held – attendees included: Flagler, Linder Equipment, NationsRent, Kelly Tractor, and GS Equipment
- 6/21/06 – Addendum #1 sent to all potential quoters to address issues raised at the Pre-Bid Conference
- 6/27/06 – Quote opening held for all packages received – attendees included: NationsRent, GS Equipment, Nortrax, Kelly Tractor
- 6/30/06 – Tabulation sheet posted on Internet
- 7/3/06 – Recommendation of award received from Fleet Management
- 7/7/06 – Notice of Intent to Award sent to quoters
- 7/12/06 – Notice of Intent to File a Protest received from Flagler Construction Equipment
- 7/21/06 – Formal Written Protest received from Flagler Construction Equipment
- 7/27/06 – Protest Hearing scheduled

SYNOPSIS OF 7/27/06 PROTEST HEARING

At the Dispute Committee Meeting, Dean Bengford and Jeff Searcy from Flagler Construction Equipment made a presentation outlining their reasons for filing the bid protest. Marc Young of G.S. Equipment addressed the issues raised by Flagler. The Committee Members were afforded the opportunity to ask questions of the participants. A motion was then made to deny the protest and uphold the recommendation to award the quotation to G.S. Equipment as the low quoter meeting specifications. The motion was seconded and carried by a 3-0 vote of the Dispute Committee.

The issue under discussion was the minimum digging reach of the machine, which the specifications required be 36' (page 29/section 2.6.7).

Flagler contended that their machine could meet the reach requirement with the use of a modified bucket.

G.S. Equipment countered that the use of a modified bucket could compromise the overall geometry of the machine.

Flagler also stated that the 36' reach in this class of machine made the specification a sole source procurement that favored the machine offered by G.S.

The Dispute Committee responded that Flagler had ample opportunity at the pre-bid conference to address this issue; but chose not to. (Please see transcript of the Pre-Bid Conference.)

A representative from Utilities stressed the importance of obtaining the maximum reach available in this class of machine in order to give the operator maximum flexibility under varying circumstances.