

WALK-ON # 1

DSW

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041450

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Formal Quotation Q-040707, purchase of four (4) Tandem Axle Florida Spec Trailers, to the low quoter meeting all specifications requirements, Travis Body and Trailer., in the amount of \$129,820. Authority is also requested to award option B, to purchase additional trailers at the price of \$32,455. if it is in the County's best interest in the following six months.

WHY ACTION IS NECESSARY: Purchases exceeding \$50,000 require Board approval.

WHAT ACTION ACCOMPLISHES: Allows the Dept of Solid Waste to haul the ash from Lee County Waste to Energy Plant to the Lee Hendry County Landfill for disposal. This service was contracted out to an outside vendor Lee Co will be taking this service back in house. Savings to taxpayers \$17,248.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

3. MEETING DATE:

11-16-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Solid Waste
- C. DIVISION

BY: Lindsey Sampson, Director

Lindsey Sampson

7. BACKGROUND: Sealed quotes were received by the Division of Purchasing On October 26, 2004. On that date eight (8) responses were received. Two (2) were "no bids". After review, recommendation was made to award to the low quoter meeting all specification requirements.

Funds are available: Account String OB340840100.506430

ATTACHMENTS:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Travis Body and Trailer Quotation
- (4) Department's Recommendation

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Travis Body 11/15/04</i>	<i>Grant Sheehan 11-3-04 PA</i>	<i>N.A</i>	<i>/</i>	<i>JES 11/12/04</i>	<i>OA RK 11/12 PM 4:12</i>	<i>OM 11/12</i>	<i>Risk 11-12-2004</i>	<i>GC 11/12</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED AS
- DENIED
- DEFERRED
- OTHER

JAMES J
AMENDED (PER RECAP SHEET)

Rec. by CoAtty
Date: 11/12/04
Time: 8:50
Forwarded To:
*Co. Admin
11/12/04*

RECEIVED BY
COUNTY ADMIN:
11/12/04
10:10 AM SGT
COUNTY ADMIN
FORWARDED TO:
11/12/04
11 AM

ATTACHMENT 1

FORMAL QUOTATION #Q-040707	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: OCTOBER 26, 2004	FOR					
BUYER: PATTI ARMBRUSTER	FOUR TANDEM AXLE FLORIDA SPEC TRAILERS					
VENDORS	Florida Utility Trailers	Travis Body and Trailer	Trailer Concepts	General Truck Equipt	Hale Trailer	J & J Truck Bodies
ADDENDUM ACKNOWLEDGED	YES	YES	YES	YES	YES	YES
GRAND TOTAL DELIVERED PRICE FOR FOUR	\$ 111,133.49	\$ 129,820.00	\$ 132,048.00	\$ 133,960.00	\$ 140,900.00	\$ 147,068.00
OPTION A: EXTENDED WARRANTIES	N/A	0	350.00 / ONE YEAR	BLANK	BLANK	0
OPTION B: EACH PRICE OF ADDITIONAL TRAILERS	\$ 27,783.37	\$ 32,455.00	\$ 33,012.00	\$ 33,490.00	\$ 35,225.00	N/A
LOCAL VENDOR PREFERENCE	NO	NO	NO	NO	NO	NO
MODIFICATIONS	NO	NO	NO	NO	NO	NO
TO BE DELIVERED IN CALENDAR DAYS	60	60	30	60	30-90	80-90
SIGNED?	YES	YES	YES	YES	YES	YES
MEETS SPECS	NO *	YES *	YES	YES	YES	YES
	* UNABLE TO HOLD	* PRICES WERE				
	PRICE SINCE HE	VERIFIED TO BE SURE				
NO BIDS	DID NOT INCLUDE	ADDENDUM				
	CHANGES OF	CHANGES WERE				
WILLIAMS SCOTSMAN	ADDENDUM	INCLUDED				
CREEL TRACTOR CO						
POSTING TIME/DATE						
FROM: /						
UNTIL: /						
BY:						



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-04070

ATTACHMENT 2

OPEN DATE: OCTOBER 26, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: OCTOBER 15, 2004

AND TIME: 10:00 AM

LOCATION: 1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:

FOUR (4) TANDEM AXLE FLORIDA SPEC TRAILERS

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: PATTI ARMBRUSTER, CPPB
BUYER
PHONE NO.: (239) 344-5451



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One
October 18, 2004

Quotation No.: Q-040707

Douglas R. St. Cerny
District Two

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
FOUR TANDEM AXLE FLORIDA SPEC TRAILERS**

Ray Judah
District Three

Andrew W. Coy
District Four

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL
QUOTE FORM (PAGE 10).**

John E. Albion
District Five

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

Donald D. Stilwell
County Manager

**Please replace pages 15 and 16 with pages 15A and 16A to which the following
additions/changes/revisions have been made:**

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

MAX BOX HEIGHT:	54" SOLID
BOX:	.190" BRIGHT ALUMINUM 5454H34
FRONT END GAUGE:	.190" BRIGHT ALUMINUM 5454H34
SIDE SHEET:	.190" BRIGHT ALUMINUM 5454H34
TOP RAIL:	EXTRUDED 6061T6
SIDE POSTS:	MINIMUM OF ONE CENTER POST
INSIDE DIAGONAL:	MIN 2" RADIUS INTERNAL CLEANOUT
FLOOR SHEET THICKNESS:	1/4" INCH NOMINAL
CROSSMEMBERS:	4" ALUMINUM CROSS MEMBERS
TAILGATE PANEL STYLE:	MINIMUM 2-PANEL
TAILGATE GAUGE:	.190" BRIGHT ALUMINUM 5454H34
	TAILGATE LATCH CONTROL AIR OPERATED. WITH
	WATER SEAL TAILGATE AND FOUR LATCHES, 1 EA SIDE
	AND 2 ON BOTTOM, FOR EXTRA SECURITY OF THE LOAD
CHASSIS BEAMS:	STRUCTURAL STEEL BEAM
UPPER COUPLER:	MIN OF 5/16" HIGH TENSILE
REAR HINGE:	MANUFACTURER STANDARD
HOIST:	MINIMUM 8-5-180
LANDING GEAR:	2-SPEED LANDING GEAR THAT MAY BE RAISED AND
	LOWERED BY RACK AND PINION AND BE CAPABLE OF
	SUPPORTING THE TRAILER IN A FULLY LOADED
	CONDITION. ROADSIDE HANDLE
SUSPENSION SPRING:	MIN 12,500# CAPACITY
TIRES:	11R22.5 LOAD RANGE H
KINGPIN TO REAR AXLE	24'-10" (Deleted Item)
DONOVAN BULLETT TARP	NO SUBSTITUTES OR EQUALS

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

DIVISION OF PURCHASING

Patti Armbruster

Patti Armbruster, CPPB
Buyer

cc: Lisa Pierce/Minutes
Jason Fournier/Solid Waste
Danny Brashear/Fleet

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATION
FOR FOUR (4) TANDEM AXLE
FLORIDA SPEC TRAILERS**

MAX INSIDE BODY LENGTH:	22'
MAXIMUM OVERALL LENGTH:	28'-6"
FRONT HEIGHT:	60"
MAX BOX HEIGHT:	54" SOLID
BOX:	.190" BRIGHT ALUMINUM 5454H34
FRONT END GAUGE:	.190" BRIGHT ALUMINUM 5454H34
SIDE SHEET:	.190" BRIGHT ALUMINUM 5454H34
TOP RAIL:	EXTRUDED 6061T6
SIDE POSTS:	MINIMUM OF ONE CENTER POST
LADDERS:	REAR ROADSIDE, INSIDE AND OUT
	ALUMINUM
INSIDE DIAGONAL:	MIN 2" RADIUS INTERNAL CLEANOUT
FLOOR SHEET THICKNESS:	¼" INCH NOMINAL
CROSSMEMBERS:	4" ALUMINUM CROSS MEMBERS
LONGITUDINAL:	STUB TYPE
TAILGATE STYLE:	FOUR POINT TOP SWING
TAILGATE PANEL STYLE:	MINIMUM 2-PANEL
TAILGATE GAUGE:	.190" BRIGHT ALUMINUM 5454H34
	TAILGATE LATCH CONTROL: AIR
	OPERATED. WITH WATER SEAL TAILGATE
	AND FOUR LATCHES, 1 EA SIDE AND 2 ON
	BOTTOM, FOR EXTRA SECURITY OF THE
	LOAD
CHASSIS BEAMS:	STRUCTURAL STEEL BEAM
UPPER COUPLER:	MIN OF 5/16" HIGH TENSILE
REAR HINGE:	MANUFACTURER STANDARD
HOIST:	MIN. OF 8-5-180
HYDRAULIC CONNECTION:	MALE COUPLER
LANDING GEAR:	2-SPEED LANDING GEAR THAT MAY BE
	RAISED AND LOWERED BY RACK AND PINION
	AND BE CAPABLE OF SUPPORTING THE
	TRAILER IN A FULLY LOADED CONDITION.
	ROADSIDE HANDLE
SUSPENSION:	HUTCHENS H9600 OR EQUAL
SUSPENSION SPRING:	MIN 12,500# CAPACITY
AXLES:	DANA D22 OR EQUAL
AXLE SPACING:	49" SPACING
ANTI LOCK BRAKE SYSTEM:	MERITOR WABCO 2S/1M OR EQUAL
HUBS:	10 STUD CAST - HUB PILOTED OIL
	LUBRICATED
BRAKE DRUM:	OUTBOARD MOUNT CAST 16 /12" X 7"
BRAKES:	ABS AIR ACTUATED BRAKES TO CONFORM
	TO ALL INDUSTRY STANDARDS.
OIL SEALS:	OIL BATH STYLE
HUBCAPS:	OIL BATH WITH SIGHT GLASS

AXLE LUBRICANT:	85W-140
SLACK ADJUSTERS:	AUTOMATIC
BRAKE CHAMBERS:	3030 MAXI
WHEELS:	STEEL DISC, PAINTED WHITE
TIRES:	11R22.5 LOAD RANGE H
ELECTRICAL:	12 VOLT - 7 WAY SEALED HARNESS – ATA PLUG AND CABLE. ALL ELECTRICAL SYSTEMS ARE TO 12 VOLT, WITH FULLY ENCLOSED WIRING. ALL LIGHTS AND REFLECTORS ARE TO BE SHOCK MOUNTED IN ACCORDANCE WITH LATEST ICC REGULATIONS. ALL LIGHTS AND REFLECTORS ARE GUARDED.
FRAME PAINT:	BLACK
	MUD FLAPS: HEAVY DUTY BLACK RUBBER (NO ADVERTISEMENT)
DONOVAN BULLETT TARP: (NO EXCEPTIONS)	ELECTRIC FLIP STYLE MESH TARP
	KINGPIN: STANDARD TWO (2) INCH SIZE, EIGHTEEN (18) INCH NOMINAL LOCATION, FORTY EIGHT (48) INCHES HIGH (UNLOADED) 3 YEAR WARRANTY NO EQUALS
BED LINER:	RE-PRO UHMW FULL LINER SYSTEM. 3/8” THICK TO COVER, FLOOR, SIDES, FRONT, DOG HOUSE & TAILGATE.
IDENTIFICATION PLATE:	THERE SHOULD BE AN IDENTIFICATION PLATE SECURED TO THE FRAME OF EACH TRAILER. THIS PLATE SHOULD STATE THE MAKE, MODEL, SERIAL NUMBER AND THE MANUFACTURER OF THE TRAILER.
LICENSE PLATE:	EACH TRAILER WILL COME WITH A TEMP LICENSE PLATE, SO THE TRAILER CAN BE USED WHILE THE HARD PLATE IS BEING ORDERED.
MANUALS:	TWO (2) COMPLETE SETS OF MANUALS TO COVER THE ENTIRE TRAILER INCLUDING THE HYDRAULIC SYSTEM. THESE MANUALS SHOULD INCLUDE THE BEARING TORQUE SPECS, ALL PARTS, SERVICE REQUIREMENTS AND GENERAL OPERATIONAL FUNCTIONS.

NOTE All lights **MUST** meet all standard state and local law requirements. There should not be any kind of scotch locks installed in the electrical wiring system of these trailers.

GENERAL CONDITIONS

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

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

1. **SUBMISSION OF QUOTE:**

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

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

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

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

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).

- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-

4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF

**COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A
WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

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

d) **Anti-Discrimination**

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

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

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

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

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

Where any information required of the vendor is in the exclusive possession of another who fails ore refuses to furnish this information, the vendor shall so certify to the

County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

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

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

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

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

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR FOUR (4) TANDEM AXLE
FLORIDA SPEC TRAILERS

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
OF FOUR (4) TRAILERS** \$ _____

OPTION A EXTENDED WARRANTIES

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

OPTION B EACH PRICE OF ADDITIONAL TRAILERS

ADDITIONAL TRAILER(S) \$ _____ PRICE EACH

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 SPECIFICATION
FOR FOUR (4) TANDEM AXLE
FLORIDA SPEC TRAILERS

SCOPE

The intent of this specification is to obtain a source for the purchase of four (4) tandem axle florida spec trailers for the Lee County Solid Waste. The equipment quoted shall include all standard equipment as detailed in these specifications.

REQUIRED EQUIPMENT

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

DELIVERY REQUIREMENTS

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

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

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

NOTE: Acceptance of these trailers shall be contingent upon the delivery conditions as stated above.

BASIS OF AWARD

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

REQUIRED SUBMITTAL

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

GENERAL INFORMATION

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

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the Attachment A "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.

WARRANTY COVERAGE

In the space provided on Attachment B, please detail the standard warranty coverage(s) that come with the quoted equipment. Specific components and length of coverage on each should be explained. Please list the location(s) and contact person(s) where the warranties will be performed.

OPTION A – EXTENDED WARRANTIES

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

OPTION B – PURCHASE ADDITIONAL TRAILERS

Option to purchase additional trailer(s) up to six months after delivery of initial 4 trailer(s).

**LEE COUNTY, FLORIDA
TECHNICAL SPECIFICATION
FOR FOUR (4) TANDEM AXLE
FLORIDA SPEC TRAILERS**

MAX INSIDE BODY LENGTH:	22'
MAXIMUM OVERALL LENGTH:	28'-6"
FRONT HEIGHT:	60"
MAX BOX HEIGHT:	54"
BOX:	BRIGHT ALUMINUM
FRONT END GAUGE:	.190" BRIGHT ALUMINUM
SIDE SHEET:	.190" BRIGHT ALUMINUM
TOP RAIL:	8" EXTRUDED ALUMINUM
SIDE POSTS:	CENTER POST
LADDERS:	REAR ROADSIDE, INSIDE AND OUT ALUMINUM
INSIDE DIAGONAL:	6" RADIUS
FLOOR SHEET THICKNESS:	¼" INCH
CROSSMEMBERS:	4" ALUMINUM TUBING, 16" ON CENTERS
LONGITUDINAL:	STUB TYPE
TAILGATE STYLE:	FOUR POINT TOP SWING
TAILGATE PANEL STYLE:	2-PANEL
TAILGATE GAUGE:	.190" BRIGHT ALUMINUM
	TAILGATE LATCH CONTROL: AIR OPERATED. WITH TWO WINGNUTS FOR EXTRA SECURITY OF THE LOAD
CHASSIS BEAMS:	16' X 26# WF STRUCTURAL STEEL BEAM
UPPER COUPLER:	5/16" HIGH TENSILE
REAR HINGE:	2-1/16" CRS
HOIST:	8-5-180
HYDRAULIC CONNECTION:	MALE COUPLER
LANDING GEAR:	2-SPEED LANDING GEAR THE BE RAISED AND LOWERED BY RACK AND PINION AND BE CAPABLE OF SUPPORTING THE TRAILER IN A FULLY LOADED CONDITION.
SUSPENSION:	HUTCHENS H9600 OR EQUAL
SUSPENSION SPRING:	12,500# CAPACITY
AXLES:	DANA D22 OR EQUAL
AXLE SPACING:	49" SPACING
ANTI LOCK BRAKE SYSTEM:	MERITOR WABCO 2S/1M OR EQUAL TO
HUBS:	10 STUD CAST - HUB PILOTED OIL LUBRICATED
BRAKE DRUM:	OUTBOARD MOUNT CAST 16 /12" X 7"
BRAKES:	ABS AIR ACTUATED BRAKES TO CONFORM TO ALL INDUSTRY STANDARDS.
OIL SEALS:	OIL BATH STYLE
HUBCAPS:	OIL BATH WITH SIGHT GLASS

AXLE LUBRICANT:	85W-140
SLACK ADJUSTERS:	AUTOMATIC
BRAKE CHAMBERS:	3030 MAXI
WHEELS:	STEEL DISC, PAINTED WHITE
TIRES:	11R22.5
ELECTRICAL:	12 VOLT - 7 WAY SEALED HARNESS – ATA PLUG AND CABLE. ALL ELECTRICAL SYSTEMS ARE TO 12 VOLT, WITH FULLY ENCLOSED WIRING. ALL LIGHTS AND REFLECTORS ARE TO BE SHOCK MOUNTED IN ACCORDANCE WITH LATEST ICC REGULATIONS. ALL LIGHTS AND REFLECTORS ARE GUARDED.
FRAME PAINT:	BLACK
TARP:	MUDFLAPS: HEAVY DUTY BLACK RUBBER (NO ADVERTISEMENT) ELECTRIC FLIP STYLE MESH TARP KINGPIN: STANDARD TWO (2) INCH SIZE, EIGHTEEN (18) INCH NOMINAL LOCATION, FOURTY EIGHT (48) INCHES HIGH (UNLOADED)
KINGPIN TO REAR AXLE: BED LINER:	24'-10" RE-PRO UHMW FULL LINER SYSTEM. 3/8" THICK TO COVER, FLOOR, SIDES, FRONT, DOG HOUSE & TAILGATE.
INDENTIFICATION PLATE:	THERE SHOULD BE AN INDENTIFICATION PLATE SECURED TO THE FRAME OF EACH TRAILER. THIS PLATE SHOULD STATE THE MAKE, MODEL, SERIAL NUMBER AND THE MANUFACTURE OF THE TRAILER.
LICENSE PLATE:	EACH TRAILER WILL COME WITH A TEMP LICENSE PLATE, SO THE TRAILER CAN BE USED WHILE THE HARD PLATE IS BEING ORDERED.
MANUALS:	TWO (2) COMPLETE SETS OF MANUALS TO COVER THE ENTIRE TRAILER INCLUDING THE HYDRAULIC SYSTEM. THESE MANUALS SHOULD INCLUDE THE BEARING TORQUE SPECS, ALL PARTS, SERVICE REQUIREMENTS AND GENERAL OPERATIONAL FUNCTIONS.

NOTE All lights **MUST** meet all standard state and local law requirements. There should not be any kind of scotch locks installed in the electrical wiring system of these trailers.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

2. **Verification of Coverage:**

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

1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).
3. **Special Requirements:**
 - a. An appropriate "Indemnification" clause shall be made a provision of the contract.
 - b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

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

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

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

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

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

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

1. How many employees are available to service this contract? _____
2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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

Yes _____ No _____

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

ATTACHMENT B – WARRANTY COVERAGE DETAILS

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

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

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

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

___ 11. The mailing envelope has been addressed to:

MAILING ADDRESS

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

PHYSICAL ADDRESS

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

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

Quote Number
Opening Date and/or Receiving Date

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

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

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

___ Unable to meet specifications (why)

___ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT 3

FORMAL QUOTE NO.: Q-040707

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR FOUR (4) TANDEM AXLE
FLORIDA SPEC TRAILERS


DATE SUBMITTED: 10-15-04

VENDOR NAME: TRAVIS BODY + TRAILER SALES, 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:



**GRAND TOTAL DELIVERED PRICE
OF FOUR (4) TRAILERS**

\$ 129,820.⁰⁰

OPTION A EXTENDED WARRANTIES

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

NONE OFFERED

OPTION B EACH PRICE OF ADDITIONAL TRAILERS

ADDITIONAL TRAILER(S)

\$ 32,455.⁰⁰ PRICE EACH

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

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

Yes _____ No b

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 b

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 TRAVIS Body + Trailer Sales, INC.

BY (Printed): GARY Nichols

BY (Signature): [Signature]

TITLE: Sales Manager / S.E. Region

FEDERAL ID # OR S.S.# 760265658

ADDRESS: 2649 A. Moreland Av.

ATLANTA, GA 30315

PHONE NO.: 800-622-3867

FAX NO.: 404-627-4801

CELLULAR PHONE/PAGER NO.: 770-335-6986

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: Nichols - GARY@MSN.COM

REVISED: 7/28/00

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? 120

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

WE MFG 500-800 TRAILERS Per Year, & have
Been Ranked in the TOP (3) By "POLK DATA Reports"
in Dump Trailers for the last 5 yrs

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

WE ARE Building 20 Tractors Per Week, So
We Stock Accordingly

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.

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	or	PHYSICAL ADDRESS
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		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:
 TRAVIS BERRY + TRAVLER STILES, INC
 2649 - A - NORFOLK DR.
 ATLANTA, GA 30315

ATTACHMENT B – WARRANTY COVERAGE DETAILS

SEE ATTACHED



5 YEAR LIMITED WARRANTY AND LIMITATIONS OF LIABILITY

(1) Travis Body & Trailer warrants the following new trailer identified by serial number, s/n _____, to the original purchaser to be free from defects in material and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding manufacturers rated capacity and with loads that are not abrasive or corrosive in nature.

(2) Any parts of the equipment found to be defective within the warranty period shall be repaired or replaced (at Travis' option), at any Travis factory location or authorized service facility provided, however, that the purchaser notifies Travis or any authorized distributor as soon as any defect becomes apparent. The period of the warranty shall be five (5) years from the date of delivery of the equipment wherein Travis will bear the cost of repairing or replacing the defective parts of the equipment according to the following schedule of combined cost including materials and labor: Year 1, 100%; Year 2, 100%; Year 3, 50%; Year 4, 30%; Year 5, 20%. The remaining, uncovered, portion will be born by the purchaser.

(3) All warranties, if any, extended to Travis by the makers and suppliers of component parts, accessories or other goods used in the manufacture of Travis equipment will be assigned, if contractually permitted, to the purchaser. Specific component warranty details will be provided to the purchaser upon request. Tire warranties shall be made directly from the tire manufacturer to the purchaser and are expressly excluded from Travis' warranty herein. All tarpaulins and components are limited to a 90 day warranty, unless a longer period is both offered and assignable by the tarpaulins manufacturer. All floor liners and the installation of such liner are expressly excluded from this warranty. In no event will Travis extend a warranty for a component beyond the period that is provided by the component supplier such as may apply to hydraulic cylinders, valves, air cylinders, castings, suspension components, landing gear and the like even if the component suppliers warrant expires prior to the expiration of the Travis warranty period.

(4) The purchaser agrees to return the defective equipment or parts, to Travis' factory location or authorized service facility, freight prepaid, within 10 days after the defective condition is discovered.

(5) This warranty also excludes the following: normal wear, tear and deterioration of the equipment; maintenance items including, but not limited to, light bulbs, paint, brake linings, oil seals and bearings; used equipment sold "as is" and equipment that has been repaired, replaced or altered by someone other than Travis or one of its authorized facilities.

(6) The sole liability of Travis and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, shall be limited to the cost to repair or replacement of defective parts as herein specified. Further, Travis' maximum liability hereunder arising from any cause whatsoever, including but not limited to, breach of contract or tort (including negligence), shall not exceed the contract price of the equipment furnished hereunder. Further, Travis shall not be held responsible for work done, equipment or parts furnished or parts or repairs made by others unless the work is specifically ordered by Travis for the fulfillment of this warranty. In no event shall Travis be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than Travis or an authorized service facility or for any costs incurred with such removal or reinstallation.

(7) TRAVIS AND THE PURCHASER AGREE THAT, IN CONSIDERATION OF THE ABOVE EXPRESSED WARRANTY ALL OTHER WARRANTIES OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER/USER FROM TRAVIS BODY & TRAILER, INC.

(8) CONSEQUENTIAL DAMAGES: Notwithstanding any other provisions of this agreement, in no event shall Travis Body & Trailer be liable, whether arising under contract, tort (including negligence) or otherwise, for loss of anticipated profits, damage to loads or contents of the equipment, transportation expenses due to repairs, nonoperation or increased expenses of operation cost of purchased or replaced equipment, claims of customers, cost of money, loss of user capital or revenue, or for any special, incidental or consequential damage of any nature arising at any time or from any cause whatsoever.

Owner: _____ S/N: _____
Address: _____
Phone: _____
Signature: _____ Date: _____

FLOR

By TRAVIS



The FLORIDA SPEC by Travis contains all of the features that are typical for end dump trailers operating in the state of Florida and then some. Travis is a leading manufacturer of aluminum end dump trailers across the nation and has achieved this status by following a few, very clear guiding principles.

- Quality - use quality components, materials and improved designs
- Service - provide excellent service backed by a strong warranty
- Value - pricing that provides excellent value to the customer

We believe that the only way that we can truly assure our long-term success as a manufacturer is to focus on Customer Satisfaction. We think that we are doing the things that will provide that superior performance not only on the day you buy your Travis end dump but way down the road as well. Our FLORIDA SPEC trailer meets all of these criteria.



HIGHLIGHTED DESIGN FEATURES OF THE FLORIDA SPEC TRAILER

22 ft. Body with 28 ft. Frame

Hutch CH-9700 4-spring Suspension

96" Outside Body Width

Travis Heavy-Duty Components

- 5.5" Deep Floor Crossmembers
- 6" Deep Outside Rub Rail with Extruded Hollow Tube at Side-wall
- 5454 H34 Floor & Sides
- All Heavy Duty Extrusions

See Detailed specifications on back.

SST
TECHNOLOGY

***In the world of trailers,
look to the LEADER !***

TRAVIS BODY & TRAILER, INC

FACTORY: 13955 FM 529, HOUSTON, TX 77041
 BRANCH: 2649-A MORELAND AVE., ATLANTA, GA 30315
 BRANCH: 6112 NEW SAPULPA ROAD, TULSA, OK 74131

(713) 466-5888, (800) 535-4372, FAX (713) 466-3238
 (404) 627-6350, (800) 622-3867, FAX (404) 627-4801
 (918) 446-2178, (800) 298-2178, FAX (918) 446-2286

Customer: Lee County
 Address: P O Box 398
 City, State, Zip: Fort Meyers, FL 33902-0398
 Phone: _____
 Fax: _____

Attn: _____
 Date: _____
 Quantity: Four
 Approx Delivery Date: 60-Days
 Purchase Order: _____

	Ref #	Price
Model	FLA. SPEC TRAILER	26,000.00
Body Type	S-96" Classic	
Body Length	22'	
Frame Length	28' 6" STEEL FRAME	
Hoist Size	180"	
Hoist Fitting	MALE FITTING ONLY	
Side Height	54" 5454 H-34	STD
Side Gauge	.190	300.00
Side Boards	NONE	
Nose Height	TO FIT	
Nose Gauge	.250	
Tailgate Height	54"	
Tailgate Gauge	.190 5454 H-34	
Tailgate Slope	3 DEGREE	
Tailgate Control	AIR	
Tailgate Hinge	TOP HINGE	
Coal Door	NONE	
Safety Latches	2-Pair	150.00
Floor Thickness	.250	
Crossmember Center	7" Wide, 14" Centers/Exceeds Std Specs	
Draft Arms	N/A	
Landing Gear	2-Speed L/G	
King Pin Setting	18"	
Tire Carrier	NONE	
Tandem Fenders	NONE	
Front Fenders	NONE	

	Ref #	Price
Suspension	4-Spring H-9700	Exceeds
Aux Suspension		
Chassis Length		
Axles	96"/25000 LB Rated axles/	Exceeds
Drums	CAST	
Hubs	STEEL	
ABS	4S/2M	Inc.
Wheel Type	Steel	
Wheel Size	8.25X22.5	
Tire Make	16/Ply GENERAL S-370	H 125.00
Tire Size	11RX22.5	
Tarp Rods	NONE	
Tarp Hooks	GATE ONLY	
Spreader Chains	NONE	
Rear Apron/Size		
Tarp	NONE	
Tarp Color	Donovan Bullet/Electric	1,750.00
Pin Stripe Color		
Steel Parts Color	BLACK	
Body Color	MILL FINISH	
Back Up Lights	NONE	
Outboard Lights	INBOARD ONLY	
Marker Lights	3-PER SIDE	
Side Turn Signal	YES	
Steps	INSIDE/OUT F/BACK	
5th Wheel Height		

NOTES/OTHER OPTIONS/COMMENTS

PRICE:

Liner: UHMW 3/8" on Floor, Sides, Tailgate, Front and Doghouse	3,000.00
addendum received 10/18/04 price & specs reflected on this page	
Base Trailer Price	26,000.00
Options Total	5,325.00
Sub Total	31,325.00
Federal Excise Tax	
Sub Total	
Less: Trade Allowance	
Description of Trade:	
Add: Trade in Payoff	
Sales Tax/License & Title fees	
Freight _____ Miles to _____	
Net Price: F.O.B. _____ Ft. Myers, FL	1,330.00
Net Balance Due	32,655.00

Purchaser _____ Date _____ Salesman GARY NICHOLS Date 10/13/04
 By: _____ Date _____ Approved By: _____ Date _____

The specifications above are correct and constitute our order.
 Enter this order in accordance with above specifications.
 Subject to terms and conditions on back.

We have accepted your order pursuant to your request and have entered same in accordance with these specifications. This order is not accepted until approved by management.



LEE COUNTY

DIVISION OF
FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director

From: Marilyn L. Rawlings, Fleet Manager

Date: 10/28/2004

Re: Quote # Q-040707

Please prepare a Blue Sheet to approve quote # Q-040707 to purchase four (4) Fla. Spec Trailers for the Department of Solid Waste.

ACTION REQUESTED:

Approve the purchase of four (4) Fla. Spec Trailers for the Department of Solid Waste from the low quote: Travis Body & Trailer Sales, Inc. at the price given on the formal quote # Q-040707 in the amount of \$129,820. Also approve option B on the quote to allow Lee County to purchase additional trailers under this quote in the amount of \$32,455 each for up to six (6) months after the delivery of the initial four (4) trailers. Approve transfer from reserves in the amount of \$129,820.

WHY ACTION IS NECESSARY:

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

WHAT ACTION ACCOMPLISHES:

This purchase will allow the Department of Solid Waste to haul the ash from Lee County Waste To Energy Plant to the Lee-Hendry County Landfill for disposal. This service was contracted out to an outside vendor. Lee County Solid Waste will be taking this service back in-house.

Upon transfer from reserves, funds will be available in account string

OB5340840100 506430

H:\Appraisal\040804\Blue Sheets\Final\New Trailers for Solid Waste 10/28/04.doc

WO#1

From: Tracey Cerchie
To: Millis, Patricia
Date: 11/12/04 9:00AM
Subject: blue sheet #20041450 trailer purchases

Pat,

I did not see this blue sheet and it is in the Co Atty's office. Please add the following language to it when you get it:

Section 1:

Approve transfer from reserves in the amount of \$32,455.

Section 7:

Upon transfer from reserves funds will be made available in:
OB5340840100.506430

Thanks

Tracey Cerchie
Fiscal Manager/Solid Waste
E-mail address: Cerchitm@Leegov.com
Phone: 239-338-3302 X256
Fax: 239-461-5871

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Solid Waste System DATE: 11/15/04 BATCH NO. _____

FISCAL YEAR: FY04-05 FUND #: 40100 DOC TYPE: YB LEDGER TYPE: BA

TO: Solid Waste Solid Waste Disposal Facilities
 (DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 (EXAMPLE:)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
OB5340840100.506430	Vehicles & Rolling Stock	\$ 32,455

TOTAL TO: \$ 32,455

FROM: Non-Departmental Reserves
 (DIVISION NAME) (PROGRAM NAME)

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890140100.509910	Reserve for Contingencies	32,455

TOTAL FROM: \$ 32,455

EXPLANATION: As approved in Bluesheet #20041450 on 11/16/04.

	DIVISION DIRECTOR SIGNATURE	DATE
DBS:	APPROVAL <input checked="" type="checkbox"/> DENIAL _____	
	APPROVAL <input checked="" type="checkbox"/> DENIAL _____	
CO. ADMIN.:	APPROVAL <input checked="" type="checkbox"/> DENIAL _____	

	DEPARTMENT DIRECTOR SIGNATURE	DATE
	<i>Pat Miller</i>	<u>11/15/04</u>
	OPERATIONS ANALYST SIGNATURE	DATE
	<i>Jim K. Wolf</i>	<u>11/15/04</u>
	BUDGET OPERATIONS MANAGER SIGNATURE	DATE
	<i>Dorey Selway</i>	<u>11/15/04</u>
	CO. ADMIN. SIGNATURE	DATE
	<i>[Signature]</i>	
	BCC CHAIRMAN SIGNATURE	

BCC APPROVAL DATE 11/16/04

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____

REV. 05/93

WO#1
11-16-04