

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve award of Formal Quotation No. Q-070138, The Purchase of Five Dump Trailers for Solid Waste, to the low quoter meeting specifications, Walsh Freightliner And Western Star, at a grand total price of \$190,495. Also approve the award of Option A to allow for additional liner installations in existing trailers - \$5,326 per trailer; and Option B allowing for the purchase of additional trailers at a cost of \$38,099 each for up to six months after the delivery of the initial five trailers. — FUND: SOLID WASTE OPERATIONS ; PROGRAM: SOLID WASTE DISPOSAL FACILITIES ; is good

**2. WHAT ACTION ACCOMPLISHES:** Provides Solid Waste with the equipment needed to haul incinerator ash from Lee County's newly expanded Waste to Energy Facility's third combustion unit to the Lee/Hendry County Landfill for disposal.

**3. MANAGEMENT RECOMMENDATION:** Approve as stated.

<b>4. Departmental Category:</b> <u>CSA</u>		<b>5. Meeting Date:</b> <u>JAN 30 2007</u>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input type="checkbox"/> Statute	
	<input type="checkbox"/> Ordinance	
	<input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u>	
	<input type="checkbox"/> Other	
		<b>8. Request Initiated:</b> Commissioner _____ Department _____ Division <u>Solid Waste</u> By: <u>Lindsey Sampson, Director</u> <i>[Signature]</i>

**9. Background:** On January 9, 2007, the Division of Purchasing received sealed quotations for the purchase of five dump trailers for Solid Waste. On that date, nine responses were received of which one was a No Bid. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Walsh Freightliner And Western Star as the low quoter meeting all specification requirements. (It should be noted that Transpower, the apparent low quoter, withdrew their quote due to a mathematical error.)

Funding is available: OB5340840100.506430

Please See Attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Walsh Freightliner And Western Star's Quotation
- (4) Department's Recommendation

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>A. Sampson</i> for J.L.	<i>Janet Sheehan</i> 1-17-07 <i>[Signature]</i>	<i>N.A.</i>	<i>N.A.</i>	<i>S. [Signature]</i> 1/17/07	Analyst <i>[Signature]</i> 1/18/06	Risk <i>[Signature]</i> 1-18-07	Grants <i>[Signature]</i> 1/19/06	Other <i>[Signature]</i> 1/18/06	<i>[Signature]</i> 11-18

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>M</i>
<i>1/17</i> 3:30
COUNTY ADMIN FORWARDED TO: <i>MP</i>
<i>1/18</i> 4:00
<i>PR</i>

Rec. by CoAtty
Date: <i>1/17/07</i>
Time: <i>1:05pm</i>
Forwarded To: <i>1/17/07</i>
<i>2:30pm</i>

FORMAL QUOTATION #Q-070138	LEE COUNTY, FLORIDA TABULATION SHEET					
OPENING DATE: January 9, 2007	FOR					
BUYER: Bob Franceschini	FIVE (5) DUMP TRAILERS					
VENDORS	TRANSPOWER	UTILITY TRAILER SALES	WALSH FREIGHTLINER	GENERAL TRUCK	TRAILER CONCEPTS	GAINESVILLE TRUCK
Acknowledged Addendum	YES	YES	YES	YES	YES	NO
Grand total delivered price for 5 trailers	\$ 156,875.00	\$ 175,000.00	\$ 190,495.00	\$ 192,450.00	\$ 194,390.00	\$ 212,500.00
Specify Manufacturer of the Trailer	EAST	WARREN	EAST	WARREN	WARREN	EAST
<b>Option A - Liner Installation in Existing Trailers</b>						
Additional Cost of Option A per trailer	\$ 5,318.00	NO BID	\$ 5,326.00	\$ 5,990.00	\$ 5,326.00	\$ 5,400.00
<b>Option B - Price Each of Additional Trailer(s)</b>						
Additional Trailer(s) Price Each	\$ 31,375.00	\$ 35,000.00	\$ 38,099.00	\$ 38,490.00	\$ 38,878.00	\$ 42,500.00
<b>Option C - Extended Warranties</b>						
Please provide extended warranties - and costs for each - which are available for the quoted equipment	N/A	N/A	N/A	N/A	N/A	N/A
Deliver with own vehicle	NO	NO	YES	NO	NO	NO
To be delivered within ___ calendar days	45-50	120	30	60	21	90
Local Vendor Preference	NO	NO	YES	NO	NO	NO
Modifications	NO	YES	NO	YES	YES	NO
Quotation Signed	YES	YES	YES	YES	YES	YES
Occupational License Number	N/A	N/A	11675	N/A	N/A	N/A
Meets Specifications	YES*	NO**	YES	NO	NO	YES***
<b>NO BIDS</b>						
ADVANCED STRIPING EQUIPMENT	*VENDOR HAS REQUESTED THAT HIS QUOTE BE WITHDRAWN DUE TO A MATHEMATICAL ERROR.					
POSTING TIME/DATE	**VENDOR DOES NOT OFFER A LINER SYSTEM					
FROM: _____ / _____	***VENDOR DID NOT ACKNOWLEDGE ADDENDUM #1					
UNTIL: _____ / _____						
BY: _____						

ATTACHMENT #1

FORMAL QUOTATION #Q-070138	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: January 9, 2007	FOR				
BUYER: Bob Franceschini	FIVE (5) DUMP TRAILERS				
VENDORS	MAC	SPECTOR			
	TRAILER	MFG.			
Acknowledged Addendum	YES	YES			
<b>Grand total delivered price for 5 trailers</b>	\$ 213,480.00	\$ 245,375.00			
Specify Manufacturer of the Trailer	MAC	SPECTEC			
<b>Option A - Liner Installation in Existing Trailers</b>					
Additional Cost of Option A per trailer	\$ 5,826.00	NO BID			
<b>Option B - Price Each of Additional Trailer(s)</b>					
Additional Trailer(s) Price Each	\$ 42,696.00	\$ 49,075.00			
<b>Option C - Extended Warranties</b>					
Please provide extended warranties - and costs for each - which are available for the quoted equipment	N/A	N/A			
Deliver with own vehicle	NO	NO			
To be delivered within calendar days	80	90-120			
Local Vendor Preference	NO	NO			
Modifications	YES	YES			
Quotation Signed	YES	YES			
Occupational License Number	N/A	N/A			
Meets Specifications	NO	NO			
<b>NO BIDS</b>					
ADVANCED STRIPING EQUIPMENT					
POSTING TIME/DATE					
FROM: _____ / _____					
UNTIL: _____ / _____					
BY: _____					



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-070138

OPEN DATE: JANUARY 9, 2007

AND TIME: 2:30 P.M.

PRE-BID DATE: DECEMBER 28, 2006

AND TIME: 1:00 P.M.

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

# REQUEST FOR QUOTATIONS

## TITLE:

FIVE (5) DUMP 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 3<sup>rd</sup> Floor  
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 344-5457



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Bob Janes  
District One

A. Brian Bigelow  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

Frank Mann  
District Five

Donald D. Stilwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**December 28, 2006**

**Quotation No.: Q-070138**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
FIVE (5) DUMP TRAILERS**

**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:

Page 20/Body/Item 1 - Length

The required length has been changed from 22' to **24'**

Page 21/Chassis/Item 1 - Length

The required length has been changed from 28' to **30'**

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: Jason Fournier/Solid Waste  
Lisa Pierce/Minutes

**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. **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, 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.”**

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 FIVE (5) DUMP 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 FOR FIVE (5) TRAILERS:**

\$ \_\_\_\_\_

PLEASE SPECIFY THE MANUFACTURER/MODEL/SERIES/YEAR OF THE TRAILERS YOU ARE QUOTING:

\_\_\_\_\_

**OPTION A – LINER INSTALLATION IN EXISTING TRAILERS**

ADDITIONAL COST OF OPTION A: \$ \_\_\_\_\_ PER TRAILER

**OPTION B – PRICE EACH OF ADDITIONAL TRAILER(S)**

ADDITIONAL TRAILER(S): \$ \_\_\_\_\_ PRICE EACH

**OPTION C – EXTENDED WARRANTIES**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

**NOTE: DELIVERY TIME MAY TAKE PRECEDENCE OVER PRICE AT TIME OF AWARD.**

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, FLORIDIA  
DETAILED SPECIFICATIONS FOR  
FIVE (5) DUMP TRAILERS**

SCOPE

The intent of this specification is to obtain a source for the purchase of five (5) dump trailers for 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 of this equipment shall include F.O.B. Fort Myers, FL delivery to the following location:

Lee County Solid Waste  
10500 Buckingham Road  
Fort Myers, FL 33905

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

Delivery must be scheduled at least twenty-four (24) hours in advance. Please call the main number at Solid Waste 239-338-3302 prior to delivery.

Delivery does not constitute acceptance. **Acceptance** and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.

Trailers shall be delivered with each of the following documents satisfactorily completed:

- a. Temporary license plate.
- b. Owner and/or operator manual(s), 2 copies.
- c. Warranty certifications, including rustproofing, if applicable.
- d. Copy of pre-delivery service report.
- e. Manuals covering parts, repairs, electrical diagrams, trouble shooting, etc., 2 copies

TITLE, REGISTRATION, AND PLATES

All vehicles delivered under this contract shall be titled and registered by the vendor (quoter) in accordance with Florida Statutes Chapters 319 and 320. Vendor shall send any necessary form(s), which must be signed by an authorized representative of the Lee County Board of County Commissioners, with the vehicle upon delivery. Vendor shall obtain necessary signature(s) and complete the titling and registration process for the County and return a county plate within twenty-five days of delivery of vehicle. **Vendor shall include all fees involved in the title application, registration, and obtaining new plates in the base price for each trailer.**

NOTE: The Lee County Board of County Commission is self-insured, therefore, a "Proof of Insurance" form is not required.

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 low quoter (grand total) meeting specifications.

REQUIRED SUBMITTAL

Quoters should furnish – with their quotation – the 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; along with the information requested under Parts/Service Availability.

OPTION A – LINER INSTALLATION IN EXISTING TRAILERS

Lee County has five (5) existing trailers - which are similar in size and type to those specified herein (22' long x 96" wide with coverage to be a minimum of 30" up the sidewalls) - into which it would like to have the same Quicksilver lining system as specified herein installed. In the space provided on the Proposal Quote Form, please the cost per trailer to install this lining system.

OPTION B – PURCHASE OF ADDITIONAL TRAILER(S)

Lee County may choose to purchase an additional trailer or trailers. In the space provided on the Proposal Quote Form, please provide the cost per additional trailer – this quoted price shall be good for up to six months after delivery of initial 5 trailers.

OPTION C – 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.



**LEE COUNTY, FLORIDA  
TECHNICAL SPECIFICATIONS  
FOR FIVE (5) DUMP TRAILERS**

This specification is for a 3 axle frame type dump trailer and includes dimensional measurements.

The dimensions/capacities listed below are desired unless otherwise stated.

Blanks are provided for vendors to indicate whether or not they comply with the specifications as stated. Checking "Yes" means you comply; checking "No" means that you do not.

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.

Trailers will be utilized at a large, high activity landfill.

This specification is for a current year (2006 or 2007 are acceptable) 3 axle frame type dump trailer. It shall be a standard production unit, no prototype units. The unit offered must have been in service a minimum of five (5) years.

**BODY**

Trailer quoted complies with all requirements listed under the "Body" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

**1. LENGTH**

22' LENGTH.

MEASURED INSIDE FROM BULKHEAD TO J-BAR. (DOES NOT INCLUDE TAILGATE OR ANY OTHER AFFIXED APPENDAGE.)

(ADD APPROXIMATELY 4" TO SPECIFIED BODY LENGTH TO INCLUDE GATE)

**2. WIDTH (OUTSIDE)**

96".

MEASURED FROM EXTREME OUTSIDE EDGES OF THE BODY MAIN STRUCTURE, NOT INCLUDING LIGHTS OR OTHER ADDED APPENDAGES.)

**3. WIDTH (INSIDE)**

87.5".

MEASURED WALL TO WALL ABOVE CLEANOUT TOP EDGE.

4. SIDE HEIGHT  
60" (52" ALUMINUM, 8" WOOD).  
MEASURED INSIDE THE BODY FROM THE FLAT FLOOR SURFACE TO THE TOP OF SIDE FOR OVERALL APPROXIMATE HEIGHT WITHIN 1" TOLERANCE.
5. OVERALL HEIGHT  
10'-6" (APPROXIMATE AT REAR)  
MEASURED FROM GROUND SURFACE TO TOP EDGE OF REAR POCKETS, PERPENDICULAR TO GROUND SURFACE.
6. FLOOR SHEET (FLAT FLOOR SURFACE)  
¼" THICKNESS, 80.5" WIDTH.  
MEASURED FROM EXTREME EDGES. (DOES NOT INCLUDE RADIUS CLEANOUT.)
7. DOGHOUSE WIDTH (OUTSIDE DIMENSION)  
14.5".  
MEASURED FROM OUTSIDE EXTREMES WALL TO WALL AND MAINTAINED FROM FLOOR SURFACE TO TOP OF DOGHOUSE.
8. DOGHOUSE LENGTH (LONGITUDINAL DIMENSION)  
38" TAPERED TO 14.5".  
MEASURED FROM INSIDE THE BULKHEAD SURFACE TO THE EXTREME OUTSIDE EDGES OF DOGHOUSE REAR COVER, PARALLEL TO THE FLOOR SURFACE, BEGINNING AT THE POINT OF CONTACT WITH THE FLOOR TOP EDGE, TAPERING TO THE HIGHEST POINT OF THE DOGHOUSE.

**CHASSIS**

Trailer quoted complies with all requirements listed under the "Chassis" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

1. LENGTH  
28' LENGTH.  
MEASURED FROM EXTREME EDGES OF CHASSIS MAIN RAILS, PARALLEL TO THE GROUND SURFACE.
2. WIDTH-CHASSIS MAIN FRAME ASSEMBLY  
42".  
MEASURED FROM EXTREME OUTSIDE EDGES OF CHASSIS MAINRAILS.

3. AXLE TRACK

71.5".

MEASURED FROM POINT TO POINT CENTER OF INSIDE AND OUTSIDE BEARING CUPS EACH SIDE.

4. LANDING GEAR LOCATION

APPROXIMATELY 10'-0" FROM FRONT

MEASURED FROM THE FRONT OF THE CHASSIS MAIN RAILS

5. NECK CUT-OUT

60" GRADUAL TAPER TO 120"

MEASURED FROM THE FRONT OF THE CHASSIS MAIN RAILS

(18" KINGPIN SETTING)

**TRAILER CHASSIS CONSTRUCTION**

Trailer quoted complies with all requirements listed under the "Trailer Chassis Construction" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. MAIN FRAME RAILS -

28' LENGTH, MILL ROLLED 16" STEEL I-BEAMS, HIGH STRENGTH A572 GRADE 50 MATERIAL. MAIN RAIL NECK TRANSITION TO BE FORMED BY REMOVING WEBB SECTION AND BOTTOM BEAM FLANGE, REPLACING WITH ¾" THICKNESS BAR STEEL AT THE FRONT 14' SECTION. FRONT OUTSIDE TOP FLANGE TO BE REINFORCED WITH WEDGE TYPE PLATING.

B. CROSSMEMBERS -

ALL CROSSMEMBERS ARE FULL WIDTH AND ATTACHED BY WELDING TO MAIN RAIL WEBB. CROSSMEMBERS ARE GUSSETED TOP AND BOTTOM EACH SIDE. GUSSETS ARE WELDED TO MAIN RAIL FLANGES AND BOLTED THROUGH CROSSMEMBER FLANGES.

1. NECK AREA CROSSMEMBER-

1/4" 1008 STEEL. CHANNEL DESIGN.

2. INTERMITTANT CROSSMEMBERS-

1/4" 1008 STEEL. CHANNEL DESIGN, DOUBLE BEND ON BOTTOM.

3. SUSPENSION SUPPORT CROSSMEMBERS-

1/4" 1008 STEEL. CHANNEL DESIGN, DOUBLE BEND ON BOTTOM.

4. REAR CROSSMEMBER-

5/16" 1008 STEEL WITH 6" SLOPE. CHANNEL DESIGN.

C. WEB STIFFENER SUPPORTS -

3/8" STEEL CHANNEL TYPE STIFFENER LOCATED OVER SUSPENSION HANGERS AND WELDED TO MAIN RAIL WEBB AND OUTSIDE FLANGE EDGE.

D. DUMP HINGE MOUNT -

1/2" WALL x 2-3/4" I. D. BUSHING CONTINUOUSLY WELDED THRU MAIN FRAME RAIL WEBB AND SUPPORTED BY REAR WEBB STIFFENER SUPPORT. ADDITIONAL PLATE GUSSETS SUPPORT BUSHING TO INSIDE OF MAIN FRAME RAIL. 2-3/4" ROUND COLD ROLLED HOLLOW STEEL PIN INSERTED THROUGH 1/2" WALL BUSHING.

E. DUMP HINGE SHOE -

DUCTILE IRON AND PAINTED FOR CORROSION RESISTANCE. MACHINED WITH 360-DEGREE DOUBLE GREASE CHANNEL AND DOUBLE GREASE FITTINGS.

F. 5TH WHEEL PLATE -

5/16" 1020 STEEL PLATE WITH KING PIN SETTING OF 18"

G. HOIST MOUNTING BASE -

1/4" WALL x 3"x 5" RECTANGULAR ONE PIECE STEEL TUBING WELDED DIRECTLY TO 5 TH WHEEL PLATE AND THE 1ST AND 2ND CROSSMEMBERS. 1/2" WALL x 2" I.D. BUSHINGS INSERTED THROUGH AND CONTINUOUSLY WELDED TO 3" x 5" RECTANGULAR TUBING FOR HOIST MOUNT BASE. 2" ROUND COLD ROLLED SOLID STEEL PIN CONNECTS HOIST TO BASE.

H. HOIST -

8" DIAMETER, FIVE-STAGE, 190" STROKE, SINGLE ACTING HYDRAULIC CYLINDER, WITH A 1" PORT. MANUAL TYPE BLEEDER VALVE.

I. HYDRAULIC COUPLING -

1" BRASS MALE

J. SUSPENSION-

HUTCH 9700 TANDEM, MULTI LEAF SPRINGS.  
49" AXLE SPACING, REAR AXLE TO END OF FRAME 21-1/2".  
17" RIDE HEIGHT.

K. AXLES (THREE) -

5" ROUND, 5/8" THICK WALL, EQUIPPED WITH QUICK CHANGE 16-1/2" x 7" S-CAM EXTENDED LIFE BRAKE LINING, AUTOMATIC SLACK ADJUSTERS, BEARINGS ARE FOR TAPERED SPINDLE CONFIGURATION (BIG INNER - SMALL OUTER).

L. AIR BRAKE SYSTEM -

F. M. V. S. S. 121 APPROVED BRAKING SYSTEM. AIRLINE CODING; RED FOR SUPPLY/ EMERGENCY- BLUE FOR SERVICE- GREEN FOR SUSPENSIONS- YELLOW FOR AUXILIARY SYSTEMS.

M. ABS SYSTEM-

2 SENSOR/1 MODULATOR

N. WHEELS -

10-STUD CAST STEEL PILOTED HUB WITH CAST OUTBOARD MOUNTED BRAKE DRUM.

O. RIMS -

8.25" x 22.5" TUBELESS STEEL DISC RIMS.

P. TIRES -

11R x 22.5 T455 FIRESTONE. ( 14 PLY )

Q. LANDING GEAR -

2 SPEED 16.5 MARK V WITH LONG CRANK HANDLE

R. ELECTRICAL -

\*12 VOLT SYSTEM WITH 7 WAY CONNECTOR.

\*AUX. ELEC. COUPLER; VELVAC MODEL 593121 OR COMPARABLE 200 AMP, 12 VOLT, 4 GAUGE, 2 POLE SOCKET

\*AUX. ELEC. CABLE; VELVAC MODEL 590172 OR COMPARABLE 15 FT, 200 AMP, 12 VOLT, 4 GAUGE, TWO POLE COIL CABLE

S. FINISH -

ENTIRE FRAME IS PRIMED TO A DRY FILM OF 1.0 TO 2.0 MILS, AND TOP COAT DRY FILM OF 1.0 TO 2.0 MILS. BLACK COLOR

T. TARP SYSTEM-

MOUNTAIN TARP ELECTRICAL FLIP TARP ASSEMBLY FOR SOUTHERN SPEC TRAILERS WITH 18OZ MESH TARP

U. INDEPENDENT SUSPENSION-

- \*WATSON WCTL9100 /R1
- \*DISTANCE FROM CENTER OF REAR AXLE- 109"
- \* SINGLE TIRE - 11R 22.5" T455
- \*CONTROLS: FRAME SWITCH + AIR CC

**BODY FLOOR**

Trailer quoted complies with all requirements listed under the "Body Floor" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. FLOOR SHEETS-

.249" 5083-H321 ALUMINUM.

B. BOTTOM RAIL-

EXTRUDED 6061-T6 ALUMINUM. Z-SECTION DESIGN IS 7-1/2" IN WIDTH WITH INTEGRATED INSIDE RADIUS CLEANOUT. (HORIZONTAL SURFACE .250" THICK, INSIDE CLEANOUT .240" THICK). CONTINUOUSLY WELDED TO FLOOR AND SIDES SHEETS. 4" WIDE OUTSIDE FACE INCLUDES GROOVED SECTION FOR 2" WIDE CONSPICUITY TAPE INSTALLED FULL LENGTH.

C. LONGITUDINALS-

STUB LENGTH REAR 5' APPROXIMATELY, EXTRUDED 6061-T6 ALUMINUM. 5" DEEP "I"- BEAM DESIGN, IS WELDED TO UNDERSIDE OF EACH CROSSMEMBER AND GUSSETED. THE THREE ( 3 ) REAR GUSSETS ARE 20" LONG WHILE THE REMAINING GUSSETS ARE 8" LONG.

D. CROSSMEMBERS-

ALL CROSSMEMBERS EXTRUDED 6061-T6 ALUMINUM, SPACED 12" APART FROM WALL TO WALL AND INTERMITTEDLY WELDED TO FLOOR SHEET.

1. STANDARD CROSSMEMBER-  
GENERAL USAGE BETWEEN DOGHOUSE AND REAR MOST CROSSMEMBERS, U-SHAPED WITH .190" WALL x 3-1/2" x 3-1/2".
2. HEAVY DUTY CROSSMEMBER-  
HOIST WELL AREA AND REAR MOST CROSSMEMBER NEXT TO J-BAR, U-SHAPED WITH .300 WALL x 3-1/2" x 3-1/2".
3. STANDARD BOX TYPE CROSSMEMBER-  
CENTER BODY FLOOR SPLICE CROSSMEMBER .190" WALL x 3-1/2" x 3-1/2".

4. HEAVY DUTY BOX TYPE CROSSMEMBER-  
USED ONLY WHEN FLOOR SHEET SPLICE OCCURS AT REAR OF  
DOGHOUSE. .300" WALL x 3-1/2" x 3-1/2".
5. J-BAR TYPE-  
REAR MOST CROSSMEMBER ACTING AS TAILGATE SEAL.  
.3/8" THICK x 3-1/2" x 3-1/2".

E. WEAR PADS-

3/8" x 3" x 4" ALUMINUM WELDED TO EACH CROSSMEMBER  
AT POINT OF CONTACT WITH THE CHASSIS MAIN RAILS. ALL  
DOGHOUSE WEAR PADS RUN FULL WIDTH BETWEEN THE  
LONGITUDINALS.

F. BODY GUIDES-

THREE ( 3 ) PAIR FOR BODY ALIGNMENT OVER THE CHASSIS.  
MOUNTED TO THE LONGITUDINALS AND LOCATED FRONT,  
CENTER, AND REAR.

G. MUD / SPLASH GUARDS-

BRACKETS FORMED FROM 3/16" ALUMINUM ARE USED TO  
MOUNT RUBBER MUD FLAPS TO THE BODY. ONE PAIR OF  
10" FLAPS ARE LOCATED AT THE FRONT OF THE BODY, ONE  
PAIR OF 16" IN FRONT OF THE FORWARD MOST AXLE, AND  
ONE PAIR OF 42" MOUNTED TO THE REAR LIGHT PANEL. A  
CAST ALUMINUM HOOK IS WELDED TO THE UNDERSIDE  
CENTER OF THE REAR BRACKET. AN ADDITIONAL SET OF  
MUDFLAPS IS TO BE INSTALLED ACROSS THE REAR OF THE  
CHASSIS.

H. LIGHT PANEL-

**EXTRUDED** ONE PIECE ALUMINUM, FULLY ENCLOSED.  
WIRING: ONE PIECE HARNESS, (3) 4-1/2" L.E.D. LIGHTS EACH  
SIDE FOR STOP, TURN, TAIL; (3) 2" SEALED BEAM LIGHTS FOR  
CENTER MARKERS, AND (1) LICENSE PLATE LIGHT.

**BODY SIDES**

Trailer quoted complies with all requirements listed under the "Body Sides" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

**A. SIDE SHEET MATERIAL-**

5/32" 5454-H34 ALUMINUM SHEET. EXTENDS FROM BULKHEAD TO REAR POCKET AND TAPER CUT AT 8" IN REAR FOR TAILGATE SLOPE.. ALL SPLICES ARE REINFORCED WITH BACKING STRIPS CONCEALED BEHIND SIDE POSTS.

**B. TOP RAILS-**

9" x 4" WIDE ( .210" THICKNESS ) EXTRUDED FROM 6061-T6 ALUMINUM. EXTENDS FULL LENGTH FROM BULKHEAD TO REAR POCKETS.

**C. VERTICAL SIDE POSTS-**

5/32" 5052-H32 ALUMINUM. POSITIONED APPROXIMATELY 30" APART ON CENTERLINES. DIE FORMED WITH 8" WIDE BASE, TAPERING TO 4" WIDE FACE; SITTING FLAT ON BOTTOM RAIL AND WELDED IN PLACE BEFORE DIRT SHEDDER WEDGE PLATE IS INSTALLED FOR INTERLOCKING DESIGN.

**D. DIRT SHEDDERS-**

5/32" DIAMOND PLATE ALUMINUM 4-3/4" WIDE. CONTINUOUSLY WELDED AT JUNCTION OF BOTTOM RAIL-SIDE SHEET-AND SIDE POST.

**E. REAR POCKETS-**

1/4" 5052-H32 FORMED ALUMINUM. NOTCHED FOR INTERLOCKING FIT OVER TOP AND BOTTOM RAILS. ALL TAILGATE HARDWARE IS BOLT-ON DESIGN AND REINFORCED WITH 1/4" THICK INSIDE LINERS. 1/2" ROUND BAR IS WELDED TO TOP EDGE FOR SMOOTH ROUNDED FINISH.

**F. SIDE BOARDS AND BRACKETS-**

STANDARD SIDE BOARDS ARE 2"x 8" CONSTRUCTION LUMBER PINE PAINTED BLACK. BOARDS ARE HELD IN PLACE BY BRACKETS MADE FROM ALUMINUM. BRACKETS ARE LOCATED FLUSH WITH OUTSIDE EDGE OF TOP RAIL .



G. LADDER STEPS-

CAST ALUMINUM STEPS ARE MOUNTED IN LAST SIDE PANEL ON DRIVER'S SIDE-OUTSIDE ONLY. APPROXIMATELY 16" APART.

H. MARKER LIGHTS-

TWO ( 2 ) SEALED BEAM LIGHTS PER SIDE. THE FRONT LIGHT IS FLUSH MOUNTED ON RADIUS OF BULKHEAD. THE REAR LIGHTS ARE MOUNTED IN BRACKETS WELDED OVER TOP OF DIRT SHEDDERS AT BOTTOM RAIL. 2 CONDUCTOR WIRING, PLUGS INTO BACK OF LIGHT AND TERMINATES IN WEATHERPROOF JUNCTION BOXES AT MID-BODY.

I. WELDING-

ALL OUTSIDE JOINTS ARE CONTINUOUSLY WELDED. INSIDE TOP RAIL JOINT IS INTERMITTENTLY WELDED; ALL OTHER INSIDE JOINTS ARE CONTINUOUSLY WELDED.

J. BODY FINISH-

NATURAL ALUMINUM.

**BODY BULKHEAD**

Trailer quoted complies with all requirements listed under the "Body Bulkhead" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. MAINSHEET-

3/16" 5454-H32 ALUMINUM SHEET, FULL WRAP-AROUND DESIGN WITH 14" RADIUS. NOTCHED FOR INTERLOCKING FIT OVER TOP AND BOTTOM RAILS AND CONTINUOUSLY WELDED AT ALL JOINTS.

B. INSIDE REINFORCEMENT BAND-

3/8" X 3- 1/2" EXTRUDED 6061-T6, ROLLED TO MATCH BULKHEAD RADIUS. ATTACHED AT THE TOP AND BOTTOM EDGES OF BULKHEAD MAINSHEET AND CONTINUOUSLY WELDED.

C. 1/2" ROUND AND FINISH EDGE-

EXTRUDED ROUND BAR CONTINUOUSLY WELDED TO TOP EDGE OF MAINSHEET.

D. MID- HORIZONTAL INSIDE BRACING-  
3" EXTRUDED CHANNEL ATTACHED MIDWAY BETWEEN TOP  
AND BOTTOM OF MAINSHEET AND INTERMITTENTLY WELDED.

E. HOIST WELL-

1. HOIST WELL SIDES-  
1/4" ALUMINUM EXTENDS FROM FLOOR TO TOP OF  
BULKHEAD.
2. REAR COVER-  
1/4" x 14" WIDE EXTRUDED U-CHANNEL.
3. TOP LID-  
3/16" ALUMINUM.
4. A-FRAME-  
FABRICATED STEEL BOLT-IN DESIGN FOR 2" DIAMETER  
STEEL PIN.
5. WELDING-  
ALL ALUMINUM COMPONENTS CONTINUOUSLY WELDED.

F. HOIST WELL ACCESS COVER-

BLACK RUBBER MUDFLAP BOLTED TO BULKHEAD  
MAINSHEET COVERS ACCESS HOLE TO TOP HOIST BLEEDER  
VALVE.

G. FENDERS FRONT CORNERS-

SQUARE OFF BOTTOM OUTSIDE CORNERS

**BODY TAILGATE**

Trailer quoted complies with all requirements listed under the "Body Tailgate" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. MAINSHEET-

3/16" 5454-H32 ALUMINUM SHEET.

B. GATE FRAMING-

ALL EXTRUSIONS 6061-T6 ALUMINUM. VERTICAL, TOP AND  
BOTTOM EXTRUSION ARE TO BE THREE-LEG DESIGN WITH  
INTERNAL SUPPORT. BOTTOM HORIZONTAL EXTRUSION TO  
HAVE ADDITIONAL THICKNESS ACROSS BOTTOM FOR EXTRA  
RESISTANCE TO BOWING.

- C. TOP HINGE-  
OVERSLUNG TYPE DESIGN. FULL CAST HINGE BOLTED IN PLACE THROUGH TOP HORIZONTAL AND SIDE VERTICAL EXTRUSIONS. HINGE TO ROTATE AROUND STATIONARY 1-1/4" DIAMETER STEEL PIN WITH GREASE ZERK FITTING.
- D. BOTTOM SECUREMENT PINS-  
1-1/2" DIAMETER, MACHINED STEEL, ZINC PLATED, WRAPPED IN STAINLESS STEEL, BOLTED INTO BOTTOM HORIZONTAL EXTRUSION.
- E. BOTTOM HARDWARE-  
BOTTOM LATCH TO BE BOLT-ON, CAST DUCTILE STEEL, POWDER COATED FINISH, GREASABLE PIVOT PIN. LATCHING TO BE OVER-CENTER DESIGN FOR POSITIVE LOCK.
- F. SAFETY LATCHES-  
ONE WINDER EACH SIDE OF TAILGATE, FORGED DESIGN WITH ACME THREADS, ZINC PLATED AND MACHINED FOR GREASE FITTINGS.
- G. REAR SLOPE-  
8" TOWARD THE FRONT OF THE BODY
- H. GATE CONTROLS-  
AIR OPERATED, SWITCH LOCATED CHASSIS DRIVER SIDE NEAR LANDING LEGS WITH AIRLINE TO FRONT FOR ADDITIONAL CAB CONTROL OPERATION.
- I. WELDING-  
ALL WELDING IS TO BE CONTINOUS

**LINER SYSTEM**

Trailer quoted complies with all requirements listed under the "Liner System" section of these specifications.

YES \_\_\_\_\_ NO \_\_\_\_\_

- A. QUICKSILVER 1/2" QS "VIRGIN" UHMW LINER SYSTEM-
  - \*MUST COVER THE ENTIRE FLOOR AND EXTEND A MINIMUM OF 30" UP THE SIDEWALLS OF THE TRAILER
  - \*ALL MOUNTING HARDWARE MUST BE STAINLESS STEEL
  - \*ALL LEADING EDGES MUST BE PROTECTED AS NOT TO ALLOW MATERIALS TO GET BEHIND OR UNDER THE LINER

**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?**

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

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**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.

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LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

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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.

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**ATTACHMENT B – ADDITIONAL INFORMATION & WARRANTY**

Parts/Service Availability (ARO):

Parts: Hours & Days of Week Open: \_\_\_\_\_

Service: Hours & Days of Week Open: \_\_\_\_\_

Nearest (to Lee County, Florida) Parts/Service Location:

\_\_\_\_\_

List contact person/telephone number for service facility:

\_\_\_\_\_

Is the above listed location where the warranty work will be performed? If different, please list below:

\_\_\_\_\_

**WARRANTY:**

List standard warranty coverage(s) – specific components and length of coverage on each should be explained:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

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

**PHYSICAL ADDRESS**

Lee County Purchasing  
1825 Hendry St 3<sup>rd</sup> 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-070138

## LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR FIVE (5) DUMP TRAILERS

DATE SUBMITTED: 01-09-07

VENDOR NAME: WALSH FREIGHTLINER AND WESTERN STAR

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 Q-070138 ADDENDUM #ONE DATED 12-28-06  
receipt of Addenda numbers:

*[Signature]*

### GRAND TOTAL DELIVERED PRICE FOR FIVE (5) TRAILERS:

\$ 190,495.<sup>00</sup>

PLEASE SPECIFY THE MANUFACTURER/MODEL/SERIES/YEAR OF THE TRAILERS YOU ARE QUOTING:

EAST MANUFACTURE, FRAME DUMP TRAILER, 24/30, 2007

### OPTION A - LINER INSTALLATION IN EXISTING TRAILERS

ADDITIONAL COST OF OPTION A: \$ 5,326.<sup>00</sup> PER TRAILER

### OPTION B - PRICE EACH OF ADDITIONAL TRAILER(S)

ADDITIONAL TRAILER(S): \$ 38,099.<sup>00</sup> PRICE EACH



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Bob Janes  
District One

A. Brian Bigelow  
District Two

Ray Judah  
District Three

Tammy Hall  
District Four

Frank Mann  
District Five

Donald D. Stilwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

December 28, 2006

Quotation No.: Q-070138

Post-It® Fax Note	7671	Date	12/28/06	Page #	1
To	John Goodwin	From	Bob F.		
Co./Dept.	Walsh	Co.			
Phone	Freightliner	Phone #	239-344-5450		
Fax #	694-6048	Fax #			

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
FIVE (5) DUMP TRAILERS**

**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:

Page 20/Body/Item 1 - Length

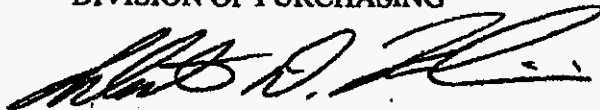
The required length has been changed from 22' to 24'

Page 21/Chassis/Item 1 - Length

The required length has been changed from 28' to 30'

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: Jason Fournier/Solid Waste  
Lisa Pierce/Minutes

**OPTION C - EXTENDED WARRANTIES**

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

NO EXTENDED WARRANTIES AVAILABLE

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

YES X NO \_\_\_\_\_

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

**NOTE: DELIVERY TIME MAY TAKE PRECEDENCE OVER PRICE AT TIME OF AWARD.**

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

Yes X 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   X  

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.**



**FREIGHTLINER AND WESTERN STAR**

6061 Hamilton Drive • Fort Myers, Florida 33905

John Goodwin  
Commercial Sales Manager

Direct: (239) 333-1426

1-800-334-2002

Cell: (941) 321-6780

Fax: (239) 694-6048

Johng44663@aol.com

FIRM NAME WALSH FREIGHTLINER AND WESTERN STAR

BY (Printed): JOHN GOODWIN

BY (Signature): John Goodwin

TITLE: COMMERCIAL SALES MANAGER

FEDERAL ID # OR S.S.# 65-0165498

ADDRESS: 6061 HAMILTON DRIVE  
FORT MYERS, FL 33905

PHONE NO.: 239-333-1426

FAX NO.: 239-694-6048

CELLULAR PHONE/PAGER NO.: 941-321-6780

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 011675

E-MAIL ADDRESS: JOHNG44663@AOL.COM

REVISED: 7/28/00

**LEE COUNTY, FLORIDIA  
DETAILED SPECIFICATIONS FOR  
FIVE (5) DUMP TRAILERS**

**SCOPE**

The intent of this specification is to obtain a source for the purchase of five (5) dump trailers for 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 of this equipment shall include F.O.B. Fort Myers, FL delivery to the following location:

Lee County Solid Waste  
10500 Buckingham Road  
Fort Myers, FL 33905

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

Delivery must be scheduled at least twenty-four (24) hours in advance. Please call the main number at Solid Waste 239-338-3302 prior to delivery.

Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.

Trailers shall be delivered with each of the following documents satisfactorily completed:

- a. Temporary license plate.
- b. Owner and/or operator manual(s), 2 copies.
- c. Warranty certifications, including rustproofing, if applicable.
- d. Copy of pre-delivery service report.
- e. Manuals covering parts, repairs, electrical diagrams, trouble shooting, etc., 2 copies



TITLE, REGISTRATION, AND PLATES

All vehicles delivered under this contract shall be titled and registered by the vendor (quoter) in accordance with Florida Statutes Chapters 319 and 320. Vendor shall send any necessary form(s), which must be signed by an authorized representative of the Lee County Board of County Commissioners, with the vehicle upon delivery. Vendor shall obtain necessary signature(s) and complete the titling and registration process for the County and return a county plate within twenty-five days of delivery of vehicle. Vendor shall include all fees involved in the title application, registration, and obtaining new plates in the base price for each trailer.

NOTE: The Lee County Board of County Commission is self-insured, therefore, a "Proof of Insurance" form is not required.

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 low quoter (grand total) meeting specifications.

REQUIRED SUBMITTAL

Quoters should furnish – with their quotation – the 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; along with the information requested under Parts/Service Availability.

#### OPTION A – LINER INSTALLATION IN EXISTING TRAILERS

Lee County has five (5) existing trailers - which are similar in size and type to those specified herein (22' long x 96" wide with coverage to be a minimum of 30" up the sidewalls) - into which it would like to have the same Quicksilver lining system as specified herein installed. In the space provided on the Proposal Quote Form, please the cost per trailer to install this lining system.

#### OPTION B – PURCHASE OF ADDITIONAL TRAILER(S)

Lee County may choose to purchase an additional trailer or trailers. In the space provided on the Proposal Quote Form, please provide the cost per additional trailer – this quoted price shall be good for up to six months after delivery of initial 5 trailers.

#### OPTION C – 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.

**LEE COUNTY, FLORIDA  
TECHNICAL SPECIFICATIONS  
FOR FIVE (5) DUMP TRAILERS**

This specification is for a 3 axle frame type dump trailer and includes dimensional measurements.

The dimensions/capacities listed below are desired unless otherwise stated.

Blanks are provided for vendors to indicate whether or not they comply with the specifications as stated. Checking "Yes" means you comply; checking "No" means that you do not.

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.

Trailers will be utilized at a large, high activity landfill.

This specification is for a current year (2006 or 2007 are acceptable) 3 axle frame type dump trailer. It shall be a standard production unit, no prototype units. The unit offered must have been in service a minimum of five (5) years.

**BODY**

Trailer quoted complies with all requirements listed under the "Body" section of these specifications.

YES   X   NO           

**1. LENGTH**

22" LENGTH.

MEASURED INSIDE FROM BULKHEAD TO J-BAR. (DOES NOT INCLUDE TAILGATE OR ANY OTHER AFFIXED APPENDAGE.)

(ADD APPROXIMATELY 4" TO SPECIFIED BODY LENGTH TO INCLUDE GATE)

**2. WIDTH (OUTSIDE)**

96".

MEASURED FROM EXTREME OUTSIDE EDGES OF THE BODY MAIN STRUCTURE, NOT INCLUDING LIGHTS OR OTHER ADDED APPENDAGES.)

**3. WIDTH (INSIDE)**

87.5".

MEASURED WALL TO WALL ABOVE CLEANOUT TOP EDGE.

4. SIDE HEIGHT  
60" (52" ALUMINUM, 8" WOOD).  
MEASURED INSIDE THE BODY FROM THE FLAT FLOOR SURFACE TO THE TOP OF SIDE FOR OVERALL APPROXIMATE HEIGHT WITHIN 1" TOLERANCE.
5. OVERALL HEIGHT  
10'-6" (APPROXIMATE AT REAR)  
MEASURED FROM GROUND SURFACE TO TOP EDGE OF REAR POCKETS, PERPENDICULAR TO GROUND SURFACE.
6. FLOOR SHEET (FLAT FLOOR SURFACE)  
¼" THICKNESS, 80.5" WIDTH.  
MEASURED FROM EXTREME EDGES. (DOES NOT INCLUDE RADIUS CLEANOUT.)
7. DOGHOUSE WIDTH (OUTSIDE DIMENSION)  
14.5".  
MEASURED FROM OUTSIDE EXTREMES WALL TO WALL AND MAINTAINED FROM FLOOR SURFACE TO TOP OF DOGHOUSE.
8. DOGHOUSE LENGTH (LONGITUDINAL DIMENSION)  
38" TAPERED TO 14.5".  
MEASURED FROM INSIDE THE BULKHEAD SURFACE TO THE EXTREME OUTSIDE EDGES OF DOGHOUSE REAR COVER, PARALLEL TO THE FLOOR SURFACE, BEGINNING AT THE POINT OF CONTACT WITH THE FLOOR TOP EDGE, TAPERING TO THE HIGHEST POINT OF THE DOGHOUSE.

**CHASSIS**

Trailer quoted complies with all requirements listed under the "Chassis" section of these specifications.

YES     X     NO                     

- 82 1. LENGTH  
30' 28' LENGTH.  
MEASURED FROM EXTREME EDGES OF CHASSIS MAIN RAILS, PARALLEL TO THE GROUND SURFACE.
2. WIDTH-CHASSIS MAIN FRAME ASSEMBLY  
42".  
MEASURED FROM EXTREME OUTSIDE EDGES OF CHASSIS MAINRAILS.

3. AXLE TRACK

71.5".

MEASURED FROM POINT TO POINT CENTER OF INSIDE AND OUTSIDE BEARING CUPS EACH SIDE.

4. LANDING GEAR LOCATION

APPROXIMATELY 10'-0" FROM FRONT

MEASURED FROM THE FRONT OF THE CHASSIS MAIN RAILS

5. NECK CUT-OUT

60" GRADUAL TAPER TO 120"

MEASURED FROM THE FRONT OF THE CHASSIS MAIN RAILS (18" KINGPIN SETTING)

**TRAILER CHASSIS CONSTRUCTION**

Trailer quoted complies with all requirements listed under the "Trailer Chassis Construction" section of these specifications.

YES



NO

84  
30  
A. MAIN FRAME RAILS -

28' LENGTH, MILL ROLLED 16" STEEL I-BEAMS, HIGH STRENGTH A572 GRADE 50 MATERIAL. MAIN RAIL NECK TRANSITION TO BE FORMED BY REMOVING WEBB SECTION AND BOTTOM BEAM FLANGE, REPLACING WITH 3/4" THICKNESS BAR STEEL AT THE FRONT 14' SECTION. FRONT OUTSIDE TOP FLANGE TO BE REINFORCED WITH WEDGE TYPE PLATING.

B. CROSSMEMBERS -

ALL CROSSMEMBERS ARE FULL WIDTH AND ATTACHED BY WELDING TO MAIN RAIL WEBB. CROSSMEMBERS ARE GUSSETED TOP AND BOTTOM EACH SIDE. GUSSETS ARE WELDED TO MAIN RAIL FLANGES AND BOLTED THROUGH CROSSMEMBER FLANGES.

1. NECK AREA CROSSMEMBER-

1/4" 1008 STEEL. CHANNEL DESIGN.

2. INTERMITTANT CROSSMEMBERS-

1/4" 1008 STEEL. CHANNEL DESIGN, DOUBLE BEND ON BOTTOM.

3. SUSPENSION SUPPORT CROSSMEMBERS-

1/4" 1008 STEEL. CHANNEL DESIGN, DOUBLE BEND ON BOTTOM.

4. REAR CROSSMEMBER-

5/16" 1008 STEEL WITH 6" SLOPE. CHANNEL DESIGN.

**C. WEB STIFFENER SUPPORTS -**

3/8" STEEL CHANNEL TYPE STIFFENER LOCATED OVER SUSPENSION HANGERS AND WELDED TO MAIN RAIL WEBB AND OUTSIDE FLANGE EDGE.

**D. DUMP HINGE MOUNT -**

1/2" WALL x 2-3/4" I. D. BUSHING CONTINUOUSLY WELDED THRU MAIN FRAME RAIL WEBB AND SUPPORTED BY REAR WEBB STIFFENER SUPPORT. ADDITIONAL PLATE GUSSETS SUPPORT BUSHING TO INSIDE OF MAIN FRAME RAIL. 2-3/4" ROUND COLD ROLLED HOLLOW STEEL PIN INSERTED THROUGH 1/2" WALL BUSHING.

**E. DUMP HINGE SHOE -**

DUCTILE IRON AND PAINTED FOR CORROSION RESISTANCE. MACHINED WITH 360-DEGREE DOUBLE GREASE CHANNEL AND DOUBLE GREASE FITTINGS.

**F. 5TH WHEEL PLATE -**

5/16" 1020 STEEL PLATE WITH KING PIN SETTING OF 18"

**G. HOIST MOUNTING BASE -**

1/4" WALL x 3"x 5" RECTANGULAR ONE PIECE STEEL TUBING WELDED DIRECTLY TO 5 TH WHEEL PLATE AND THE 1ST AND 2ND CROSSMEMBERS. 1/2" WALL x 2" I.D. BUSHINGS INSERTED THROUGH AND CONTINUOUSLY WELDED TO 3" x 5" RECTANGULAR TUBING FOR HOIST MOUNT BASE. 2" ROUND COLD ROLLED SOLID STEEL PIN CONNECTS HOIST TO BASE.

**H. HOIST -**

8" DIAMETER, FIVE-STAGE, 190" STROKE, SINGLE ACTING HYDRAULIC CYLINDER, WITH A 1" PORT. MANUAL TYPE BLEEDER VALVE.

**I. HYDRAULIC COUPLING -**

1" BRASS MALE

**J. SUSPENSION-**

HUTCH 9700 TANDEM, MULTI LEAF SPRINGS.  
49" AXLE SPACING, REAR AXLE TO END OF FRAME 21-1/2".  
17" RIDE HEIGHT.

**K. AXLES (THREE) -**

5" ROUND, 5/8" THICK WALL, EQUIPPED WITH QUICK CHANGE 16-1/2" x 7" S-CAM EXTENDED LIFE BRAKE LINING, AUTOMATIC SLACK ADJUSTERS, BEARINGS ARE FOR TAPERED SPINDLE CONFIGURATION (BIG INNER - SMALL OUTER).

**L. AIR BRAKE SYSTEM -**

F. M.V. S. S. 121 APPROVED BRAKING SYSTEM. AIRLINE CODING; RED FOR SUPPLY/ EMERGENCY- BLUE FOR SERVICE- GREEN FOR SUSPENSIONS- YELLOW FOR AUXILIARY SYSTEMS.

**M. ABS SYSTEM-**

2 SENSOR/1 MODULATOR

**N. WHEELS -**

10-STUD CAST STEEL PILOTED HUB WITH CAST OUTBOARD MOUNTED BRAKE DRUM.

**O. RIMS -**

8.25" x 22.5" TUBELESS STEEL DISC RIMS.

**P. TIRES -**

11R x 22.5 T455 FIRESTONE. ( 14 PLY )

**Q. LANDING GEAR -**

2 SPEED 16.5 MARK V WITH LONG CRANK HANDLE .

**R. ELECTRICAL -**

\*12 VOLT SYSTEM WITH 7 WAY CONNECTOR.

\*AUX. ELEC. COUPLER; VELVAC MODEL 593121 OR COMPARABLE 200 AMP, 12 VOLT, 4 GAUGE, 2 POLE SOCKET

\*AUX. ELEC. CABLE; VELVAC MODEL 590172 OR COMPARABLE 15 FT, 200 AMP, 12 VOLT, 4 GAUGE, TWO POLE COIL CABLE

**S. FINISH -**

ENTIRE FRAME IS PRIMED TO A DRY FILM OF 1.0 TO 2.0 MILS, AND TOP COAT DRY FILM OF 1.0 TO 2.0 MILS. BLACK COLOR

**T. TARP SYSTEM-**

MOUNTAIN TARP ELECTRICAL FLIP TARP ASSEMBLY FOR SOUTHERN SPEC TRAILERS WITH 180Z MESH TARP

**U. INDEPENDENT SUSPENSION-**

- \*WATSON WCTL9100 /R1
- \*DISTANCE FROM CENTER OF REAR AXLE- 109"
- \* SINGLE TIRE - 11R 22.5" T455
- \*CONTROLS: FRAME SWITCH + AIR CC

**BODY FLOOR**

Trailer quoted complies with all requirements listed under the "Body Floor" section of these specifications.

YES     X     NO                     

**A. FLOOR SHEETS-**

.249" 5083-H321 ALUMINUM.

**B. BOTTOM RAIL-**

EXTRUDED 6061-T6 ALUMINUM. Z-SECTION DESIGN IS 7-1/2" IN WIDTH WITH INTEGRATED INSIDE RADIUS CLEANOUT. (HORIZONTAL SURFACE .250" THICK, INSIDE CLEANOUT .240" THICK). CONTINUOUSLY WELDED TO FLOOR AND SIDES SHEETS. 4" WIDE OUTSIDE FACE INCLUDES GROOVED SECTION FOR 2" WIDE CONSPICUITY TAPE INSTALLED FULL LENGTH.

**C. LONGITUDINALS-**

STUB LENGTH REAR 5' APPROXIMATELY, EXTRUDED 6061-T6 ALUMINUM. 5" DEEP "I"- BEAM DESIGN, IS WELDED TO UNDERSIDE OF EACH CROSSMEMBER AND GUSSETED. THE THREE ( 3 ) REAR GUSSETS ARE 20" LONG WHILE THE REMAINING GUSSETS ARE 8" LONG.

**D. CROSSMEMBERS-**

ALL CROSSMEMBERS EXTRUDED 6061-T6 ALUMINUM, SPACED 12" APART FROM WALL TO WALL AND INTERMITTEDLY WELDED TO FLOOR SHEET.

1. STANDARD CROSSMEMBER-  
GENERAL USAGE BETWEEN DOGHOUSE AND REAR MOST CROSSMEMBERS, U-SHAPED WITH .190" WALL x 3-1/2" x 3-1/2".
2. HEAVY DUTY CROSSMEMBER-  
HOIST WELL AREA AND REAR MOST CROSSMEMBER NEXT TO J-BAR, U-SHAPED WITH .300 WALL x 3-1/2" x 3-1/2".
3. STANDARD BOX TYPE CROSSMEMBER-  
CENTER BODY FLOOR SPLICE CROSSMEMBER .190" WALL x 3-1/2" x 3-1/2".



4. HEAVY DUTY BOX TYPE CROSSMEMBER-  
USED ONLY WHEN FLOOR SHEET SPLICE OCCURS AT REAR OF  
DOGHOUSE. .300" WALL x 3-1/2" x 3-1/2".
5. J-BAR TYPE-  
REAR MOST CROSSMEMBER ACTING AS TAILGATE SEAL.  
.3/8" THICK x 3-1/2" x 3-1/2".

E. WEAR PADS-

3/8" x 3" x 4" ALUMINUM WELDED TO EACH CROSSMEMBER  
AT POINT OF CONTACT WITH THE CHASSIS MAIN RAILS. ALL  
DOGHOUSE WEAR PADS RUN FULL WIDTH BETWEEN THE  
LONGITUDINALS.

F. BODY GUIDES-

THREE (3) PAIR FOR BODY ALIGNMENT OVER THE CHASSIS.  
MOUNTED TO THE LONGITUDINALS AND LOCATED FRONT,  
CENTER, AND REAR.

G. MUD / SPLASH GUARDS-

BRACKETS FORMED FROM 3/16" ALUMINUM ARE USED TO  
MOUNT RUBBER MUD FLAPS TO THE BODY. ONE PAIR OF  
10" FLAPS ARE LOCATED AT THE FRONT OF THE BODY, ONE  
PAIR OF 16" IN FRONT OF THE FORWARD MOST AXLE, AND  
ONE PAIR OF 42" MOUNTED TO THE REAR LIGHT PANEL. A  
CAST ALUMINUM HOOK IS WELDED TO THE UNDERSIDE  
CENTER OF THE REAR BRACKET. AN ADDITIONAL SET OF  
MUDFLAPS IS TO BE INSTALLED ACROSS THE REAR OF THE  
CHASSIS.

H. LIGHT PANEL-

**EXTRUDED** ONE PIECE ALUMINUM, FULLY ENCLOSED.  
WIRING: ONE PIECE HARNESS, (3) 4-1/2" L.E.D. LIGHTS EACH  
SIDE FOR STOP, TURN, TAIL; (3) 2" SEALED BEAM LIGHTS FOR  
CENTER MARKERS, AND (1) LICENSE PLATE LIGHT.

**BODY SIDES**

Trailer quoted complies with all requirements listed under the "Body Sides" section of these specifications.

YES   X   NO \_\_\_\_\_

**A. SIDE SHEET MATERIAL-**

5/32" 5454-H34 ALUMINUM SHEET. EXTENDS FROM BULKHEAD TO REAR POCKET AND TAPER CUT AT 8" IN REAR FOR TAILGATE SLOPE.. ALL SPLICES ARE REINFORCED WITH BACKING STRIPS CONCEALED BEHIND SIDE POSTS.

**B. TOP RAILS-**

9" x 4" WIDE ( .210" THICKNESS ) EXTRUDED FROM 6061-T6 ALUMINUM. EXTENDS FULL LENGTH FROM BULKHEAD TO REAR POCKETS.

**C. VERTICAL SIDE POSTS-**

5/32" 5052-H32 ALUMINUM. POSITIONED APPROXIMATELY 30" APART ON CENTERLINES. DIE FORMED WITH 8" WIDE BASE, TAPERING TO 4" WIDE FACE; SITTING FLAT ON BOTTOM RAIL AND WELDED IN PLACE BEFORE DIRT SHEDDER WEDGE PLATE IS INSTALLED FOR INTERLOCKING DESIGN.

**D. DIRT SHEDDERS-**

5/32" DIAMOND PLATE ALUMINUM 4-3/4" WIDE. CONTINUOUSLY WELDED AT JUNCTION OF BOTTOM RAIL- SIDE SHEET-AND SIDE POST.

**E. REAR POCKETS-**

1/4" 5052-H32 FORMED ALUMINUM. NOTCHED FOR INTERLOCKING FIT OVER TOP AND BOTTOM RAILS. ALL TAILGATE HARDWARE IS BOLT-ON DESIGN AND REINFORCED WITH 1/4" THICK INSIDE LINERS. 1/2" ROUND BAR IS WELDED TO TOP EDGE FOR SMOOTH ROUNDED FINISH.

**F. SIDE BOARDS AND BRACKETS-**

STANDARD SIDE BOARDS ARE 2"x 8" CONSTRUCTION LUMBER PINE PAINTED BLACK. BOARDS ARE HELD IN PLACE BY BRACKETS MADE FROM ALUMINUM. BRACKETS ARE LOCATED FLUSH WITH OUTSIDE EDGE OF TOP RAIL .

**G. LADDER STEPS-**

CAST ALUMINUM STEPS ARE MOUNTED IN LAST SIDE PANEL ON DRIVER'S SIDE-OUTSIDE ONLY. APPROXIMATELY 16" APART.

**H. MARKER LIGHTS-**

TWO ( 2 ) SEALED BEAM LIGHTS PER SIDE. THE FRONT LIGHT IS FLUSH MOUNTED ON RADIUS OF BULKHEAD. THE REAR LIGHTS ARE MOUNTED IN BRACKETS WELDED OVER TOP OF DIRT SHEDDERS AT BOTTOM RAIL. 2 CONDUCTOR WIRING, PLUGS INTO BACK OF LIGHT AND TERMINATES IN WEATHERPROOF JUNCTION BOXES AT MID-BODY.

**I. WELDING-**

ALL OUTSIDE JOINTS ARE CONTINUOUSLY WELDED. INSIDE TOP RAIL JOINT IS INTERMITTENTLY WELDED; ALL OTHER INSIDE JOINTS ARE CONTINUOUSLY WELDED.

**J. BODY FINISH-**

NATURAL ALUMINUM.

**BODY BULKHEAD**

Trailer quoted complies with all requirements listed under the "Body Bulkhead" section of these specifications.

YES

*X*

NO

**A. MAINSHEET-**

3/16" 5454-H32 ALUMINUM SHEET, FULL WRAP-AROUND DESIGN WITH 14" RADIUS, NOTCHED FOR INTERLOCKING FIT OVER TOP AND BOTTOM RAILS AND CONTINUOUSLY WELDED AT ALL JOINTS.

**B. INSIDE REINFORCEMENT BAND-**

3/8" X 3- 1/2" EXTRUDED 6061-T6, ROLLED TO MATCH BULKHEAD RADIUS. ATTACHED AT THE TOP AND BOTTOM EDGES OF BULKHEAD MAINSHEET AND CONTINUOUSLY WELDED.

**C. 1/2" ROUND AND FINISH EDGE-**

EXTRUDED ROUND BAR CONTINUOUSLY WELDED TO TOP EDGE OF MAINSHEET.

**D. MID- HORIZONTAL INSIDE BRACING-**

3" EXTRUDED CHANNEL ATTACHED MIDWAY BETWEEN TOP AND BOTTOM OF MAINSHEET AND INTERMITTENTLY WELDED.

**E. HOIST WELL-**

1. HOIST WELL SIDES-

1/4" ALUMINUM EXTENDS FROM FLOOR TO TOP OF BULKHEAD.

2. REAR COVER-

1/4" x 14" WIDE EXTRUDED U-CHANNEL.

3. TOP LID-

3/16" ALUMINUM.

4. A-FRAME-

FABRICATED STEEL BOLT-IN DESIGN FOR 2" DIAMETER STEEL PIN.

5. WELDING-

ALL ALUMINUM COMPONENTS CONTINUOUSLY WELDED.

**F. HOIST WELL ACCESS COVER-**

BLACK RUBBER MUDFLAP BOLTED TO BULKHEAD  
MAINSHEET COVERS ACCESS HOLE TO TOP HOIST BLEEDER VALVE.

**G. FENDERS FRONT CORNERS-**

SQUARE OFF BOTTOM OUTSIDE CORNERS

**BODY TAILGATE**

Trailer quoted complies with all requirements listed under the "Body Tailgate" section of these specifications.

YES

X

NO

**A. MAINSHEET-**

3/16" 5454-H32 ALUMINUM SHEET.

**B. GATE FRAMING-**

ALL EXTRUSIONS 6061-T6 ALUMINUM. VERTICAL, TOP AND BOTTOM EXTRUSION ARE TO BE THREE-LEG DESIGN WITH INTERNAL SUPPORT. BOTTOM HORIZONTAL EXTRUSION TO HAVE ADDITIONAL THICKNESS ACROSS BOTTOM FOR EXTRA RESISTANCE TO BOWING.

- C. TOP HINGE-  
OVERSLUNG TYPE DESIGN. FULL CAST HINGE BOLTED IN PLACE THROUGH TOP HORIZONTAL AND SIDE VERTICAL EXTRUSIONS. HINGE TO ROTATE AROUND STATIONARY 1-1/4" DIAMETER STEEL PIN WITH GREASE ZERK FITTING.
- D. BOTTOM SECUREMENT PINS-  
1-1/2" DIAMETER, MACHINED STEEL, ZINC PLATED, WRAPPED IN STAINLESS STEEL, BOLTED INTO BOTTOM HORIZONTAL EXTRUSION.
- E. BOTTOM HARDWARE-  
BOTTOM LATCH TO BE BOLT-ON, CAST DUCTILE STEEL, POWDER COATED FINISH, GREASABLE PIVOT PIN. LATCHING TO BE OVER-CENTER DESIGN FOR POSITIVE LOCK.
- F. SAFETY LATCHES-  
ONE WINDER EACH SIDE OF TAILGATE, FORGED DESIGN WITH ACME THREADS, ZINC PLATED AND MACHINED FOR GREASE FITTINGS.
- G. REAR SLOPE-  
8" TOWARD THE FRONT OF THE BODY
- H. GATE CONTROLS-  
AIR OPERATED, SWITCH LOCATED CHASSIS DRIVER SIDE NEAR LANDING LEGS WITH AIRLINE TO FRONT FOR ADDITIONAL CAB CONTROL OPERATION.
- I. WELDING-  
ALL WELDING IS TO BE CONTINOUS

**LINER SYSTEM**

Trailer quoted complies with all requirements listed under the "Liner System" section of these specifications.

YES   X   NO                     

- A. QUICKSILVER 1/2" QS "VIRGIN" UHMW LINER SYSTEM-  
\*MUST COVER THE ENTIRE FLOOR AND EXTEND A MINIMUM OF 30" UP THE SIDEWALLS OF THE TRAILER  
\*ALL MOUNTING HARDWARE MUST BE STAINLESS STEEL  
\*ALL LEADING EDGES MUST BE PROTECTED AS NOT TO ALLOW MATERIALS TO GET BEHIND OR UNDER THE LINER

**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?**

WALSH FREIGHTLINER AND WESTERN STAR

6061 HAMILTON DRIVE FORT MYERS, FL. 33905

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

SALES AREA 8,000 SQ. FT. WAREHOUSE 12,000 SQ. FT.

STORAGE YARD 20,000 SQ. FT.

**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.

\$ 200,000. Dollars of PARTS  
Inventory

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

Yes \_\_\_\_\_

No X

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

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**ATTACHMENT B – ADDITIONAL INFORMATION & WARRANTY**

Parts/Service Availability (ARO):

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
Parts: Hours & Days of Week Open:	8:00 AM	24 HRS	24 HRS	24 HRS	24 HRS	8:00 AM	
Service: Hours & Days of Week Open:	24 HRS	SERVICE SAME AS PARTS				SUNDAY	6:00 PM
						8:00 AM	
						6:00 PM	

Nearest (to Lee County, Florida) Parts/Service Location:  
WALSH FREIGHTLINER AND WESTERN STAR  
6061 HAMILTON DRIVE FORT MYERS, FL 33905

List contact person/telephone number for service facility:

GARY MCPHERSON 800-334-2002

Is the above listed location where the warranty work will be performed? If different, please list below:

YES

**WARRANTY:**

List standard warranty coverage(s) – specific components and length of coverage on each should be explained:

SEE ATTACHED EAST MANUFACTURING CORP.  
"WARRANTY AND LIMITATION OF LIABILITY"

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# Warranty and Limitation of Liability

East Manufacturing Corporation warrants each new trailer or body manufactured (hereinafter referred to as the equipment) by us to be free from defects in materials and workmanship, provided that the equipment warranted hereunder is operated by the purchaser in accordance with generally approved practices, with loads not exceeding the manufacturer's rated capacity and with loads that are not abrasive or corrosive in nature.

BODY and FRAME parts of the equipment found to be defective within the warranty period shall be repaired or replaced (at East's sole option), as set forth below, at East's factory location or authorized service facility provided, however, the purchaser notifies East or an authorized distributor as soon as any defect becomes apparent. The period of the warranty is for five years from the date of delivery of the equipment, and East shall bear that portion of the cost of repairing or replacing defective parts of the equipment on the following basis:

1 year	100%
2 years	80%
3 years	60%
4 years	40%
5 years	20%

All warranties, if any, extended to East by the makers and suppliers of component parts, accessories or other goods included in the manufacture of East's equipment will be assigned, if contractually permitted, to the purchaser. Specific component warranty details will be provided to the purchaser upon request. Tire warranties are expressly excluded from East's warranty herein.

This warranty does not expand, enlarge upon, or alter in any way, the warranties provided by the manufacturers and suppliers of component parts and accessories.

The purchaser agrees to return the defective equipment or parts to East's factory location or authorized service facility, freight prepaid, within fifteen days after the defective condition is discovered.

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 lining, oil seals and bearings; used equipment sold "as is"; equipment that has been repaired, replaced or altered by someone other than East or one of its authorized service facilities unless, however, East in its sole

opinion determines that the defective condition of the equipment was in no way caused or was attributable to said repairs, replacements or alterations.

EAST 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, FURTHER, THE FOREGOING WARRANTY IS MADE SOLELY TO THE FIRST PURCHASER FROM EAST OR FROM AN AUTHORIZED DISTRIBUTOR.

The sole liability of East and the exclusive remedy of the purchaser arising out of the manufacture, sale or use of the equipment provided hereunder, on warranties or otherwise, shall be limited to the cost of repair or replacement of defective parts as herein specified. Further, East's 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, East shall not be responsible for work done, equipment or parts furnished or parts or repairs made by others unless the work is specifically ordered by East or an authorized distributor for the fulfillment of this warranty. In no event shall East be liable for removing defective parts or for reinstalling said parts when repaired or replaced by anyone other than East or an authorized service facility or for any costs incurred with such removal or reinstallation.

## CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this agreement, in no event shall East 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 expense of operation cost of purchased or replacement equipment, claim of customers, cost of money, loss of use of capital or revenue, or for any special incidental or consequential loss or damage of any nature arising at any time or from any cause whatsoever.



**EAST MANUFACTURING CORP.**  
1871 State Route 44, P.O. Box 277  
Randolph, Ohio 44265 (330) 325-9921

TOTAL P.03



**3 YEAR WARRANTY - QuickSilver®**  
**2 YEAR WARRANTY - DuraPro**

Your QuickSilver® or DuraPro industrial dump body liner material is warranted to the original purchaser to be free from defects in material and workmanship, including the fusion weld seam, under normal use and service for a period as indicated on the following chart from the date of proper installation, or to within 1/8" remaining liner material, whichever comes first.

Months	1/4"	3/8"	1/2"	Liner
1-12	100%	100%	100%	DuraPro, QuickSilver®
13-24	—	100%	100%	DuraPro, QuickSilver®
25-36	—	—	100%	QuickSilver® only

This warranty does not apply to the design or workmanship of the installation or application performance.

The warranty is expressly limited to the replacement or repair of QuickSilver® and DuraPro products at an authorized dealer location, or such other place as Poly Hi Solidur may designate. All QuickSilver®/DuraPro liners or parts of QuickSilver®/DuraPro liners returned to Poly Hi Solidur, or to a location designated by Poly Hi Solidur for factory inspection of possible defects in workmanship or material, shall be sent with all transportation charges prepaid.

This warranty does not apply to any QuickSilver®/DuraPro liner material of Poly Hi Solidur which has been repaired or altered outside of Poly Hi Solidur or which has been installed or used other than in accordance with the printed instructions for QuickSilver®/DuraPro liners from Poly Hi Solidur. **NO EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.**

This warranty does not obligate Poly Hi Solidur to bear the cost of labor in replacing defective parts. No other obligation is assumed or authorized to be assumed with respect to other products of Poly Hi Solidur other than herein set forth.

**OTHER THAN STATED ABOVE, POLY HI SOLIDUR, INC., DOES NOT ASSUME ANY OTHER LIABILITY, (INCLUDING BUT NOT LIMITED TO, LIABILITY FOR SECONDARY CHARGES, EXPENSES FOR INSTALLATION OR REMOVAL, OR ANY OTHER CONSEQUENTIAL LOSSES OR DAMAGES.**

**POLY HI SOLIDUR, INC., MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.**

**QuickSilver®/DuraPro Linings from Poly Hi Solidur, Inc.**  
 2710 American Way  
 P.O. Box 9086  
 Fort Wayne, Indiana 46899-9086  
 260-479-4100  
 1-877-4POLYHI

**POLY HI SOLIDUR**



QuickSilver® is a registered trademark of Poly Hi Solidur, Inc.  
 © 2004 Poly Hi Solidur, Inc.  
 Form No. 257-0001-024-01



## PREVENTATIVE MAINTENANCE

After proper installation of your *QuickSilver*<sup>®</sup> or *DuraPro* liner, attention to the following areas of preventative maintenance will help maintain the performance and extend the life of your liner.

- **Liner Trapped Under Leading Edge Protector**  
If the liner is not allowed to expand freely, buckling will occur. Periodically check for and remove bends, dents or kinks in the leading edge protector. It's also important to remove bulk materials that may have become lodged between the edge protector and liner. These conditions could "trap" the liner, preventing movement needed for thermal expansion.
- **Material Trapped Under Liner**  
Material under the liner will cause accelerated wear and can cause holes in the liner. Fines can accumulate during unloading or tailgate closing. Check daily for fines under the liner and remove them.
- **Asphalt Emulsion Build-up on Liner**  
Bulk materials can stick to emulsion build-up. Emulsion used as an asphalt binder can accumulate on the liner. Use a chemical release agent (check local regulations for proper usage), or rotate asphalt with abrasive loads to wear away the build-up.
- **Liner Buckling**  
Incorrect loading patterns of hot products can cause buckling and liner failure. Dropping the first load in the center can cause buckling of the liner towards the front. To reduce the risk, place the first dump in the very front of the body (on the doghouse). Subsequent loads should be front to back.
- **Hot Asphalt**  
*QuickSilver*<sup>®</sup> liners in 1/2" gauge have been field tested to withstand the heat of asphalt up to 350°F. Hauling asphalt heated to more than 350°F will cause the liner to pit, and material will become embedded in the liner. Hauling these loads constitutes improper use of the liner. *DuraPro* liners are not designed to handle hot asphalt. Doing so will cause performance problems and invalidate the warranty.

**LINER FAILURES CAUSED FROM IMPROPER USE, MAINTENANCE OR INSTALLATION ARE NOT COVERED UNDER THE WARRANTY.**

If you have any questions about the performance of your *QuickSilver*<sup>®</sup>/*DuraPro* liner, please contact your authorized dealer.



# EAST FRAME DUMP TRAILER

SCHEDULE DATE: 6/10/05

CUSTOMER: WALSH      DATE: 4/14/05      SERIAL # 1E1D1P38X6RF37378  
 FREIGHTLINER      BODY SPECIFICATIONS

Length	24'	Tarp Bars	NONE	Body	
Width	96"	Tarp	NONE	Accessories	NONE
Side Height	60" (52" + 8")	Bow Holders	NONE		
Side Mat'l	5/32"	Tarp Bows	NONE		
Top Rail	9" DUMP	Tarp Basket	NONE		
Side Options	NONE	Tarp Hooks	NONE	<b>TAILGATE</b>	
		Bulkhead Mat'l	3/16"	Height	FULL
		Bulkhead	NONE	Mat'l Thkness	3/16"
Floor Mat'l	1/4"	Options		Slope	6"
		Body Fenders	SQUARE OFF	Hinges	OVERSLUNG
Crsmb Spacing	12"	Ladders (Out)	LAST PANEL D/S ONLY	Side Swing	NONE
				Gatessal	NONE
Floor Options	STUB LONGITUDINALS	inside	TWO STEPS D/S REAR PANEL ONLY	Safety Latch	ONE EACH SIDE
		Shovel Hgr	NONE		
Tailgate Control	AIR / FRAME + AIR CC	Dirt Shedders	DIAMOND PLATE	Coal/Grain Door	NONE
Body Pkg	NONE	Light Panel	FULL	Coal Chute	NONE
Options		Marker Lights	SEALED BEAMS - 2 PR	Gate Options	NONE
Vibrator	NONE	MMTS	NONE		
Mudflaps	STD + ACROSS REAR CHASSIS	Apron	NONE		

CHASSIS SPECIFICATIONS

Model	TANDEM + LIFT	ABS	2S / 1M	Tire Carrier	NONE
Beam Mat'l	16" STEEL			Landing Gear	DROP STAND
Length	30'				
Width	96"	Independ. Susp(s)	ONE - WATSON WCTL9100	Chassis Lights	NONE
Hoist	85-190 TRIAXLE MOUNT			Elec Coupler	7 WAY
Chassis Neck	STD (1)	Distance:	109"	Hyd Tank	NONE
King Pin Setting	18"	From:	CENTER OF REAR AXLE	Hyd Hose Fitting	MALE BRASS ONLY
5th Whl Plate	5/16"			Hyd Hose Length	NONE
5th Whl Ht	49"	Controls	FRAME SWITCH + AIR CC	Tow Hooks	NONE
Overhang	6"			Paint	BLACK
Rear Axle Setting	21-1/2"	Location	D/S FRAME	Tarp Bar Tape	NONE
K/P To Rear Axle	320-1/2"	Axle(s)	5" RD - TQ		
Suspension	HUTCH 9700	Accessories	NONE	Chassis	
Susp Control	NONE			Options:	MUD FLAP ON CHASSIS
Susp Spacing	49"	Brakes	16-1/2" x 7"		
Susp Options	NONE		NO DUST SHIELDS		
Springs	3 LEAF	Hubs/Drums	10 S STL / CAST - PIL		
Axles	5" RD - TQ				
Accessories	NONE	Wheels	8.25" x 22.5" STEEL DISC		
Brakes	16-1/2" x 7" NO DUST SHIELDS	Tires	11R x 22.5" T455 SINGLE TIRE		
Hubs/Drums	10 S STL / CAST - PIL				
Wheels	8.25" x 22.5" STEEL DISC				
Tires	11R x 22.5" T455				

REMARKS:

(1) USE 3/4" x 6" MATERIAL FOR BOTTOM FLANGE. RUN MATERIAL BACK TO DOLLIES.

SALESPERSON: CB

WEIGHT: 12,453



# QUOTATION FORM



East Manufacturing Corporation  
 1871 State Route 44 \* PO Box 277  
 Randolph, Ohio 44312  
 800-362-0851 \* Fax 330-325-8236

NAME **WALSH WESTERNSTAR**  
 ADDRESS **JOHN**  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_  
 ZIP CODE \_\_\_\_\_  
 FAX-239-894-6048

DATE **10/13/2006**  
 TELEPHONE NUMBER \_\_\_\_\_  
 FAX NUMBER \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_  
 PERSON TO CONTACT **JEFF PRUITT**

LN	QTY	PART NUMBER	DESCRIPTION	PRICE EA.	TOTAL
1					
2	1	526-25216-08	16.5 MARK V LANDING GEAR		
3	1	526-05014-08	LONG CRANK HANDLE		
4	1	526-05100-36	CROSSDRIVE		
5	4	526-05033-06	CROSS BRACES		
6					
7			DEALER COST		
8					
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29					
30					

**TOTAL QUOTATION**

**NOTE: ALL QUOTES GOOD FOR THIRTY (30) DAYS FROM DATE OF QUOTATION**



Lee County  
SOUTHWEST FLORIDA

**INTEROFFICE MEMORANDUM  
FROM  
SOLID WASTE DIVISION  
Phone: (239) 338-3302 Fax: (239) 338-3304**

**Date:** January 12, 2007

**TO:** Janet Sheehan  
Purchasing Director

**From:** Jason Fournier  
Operations Manager

**SUBJECT: Formal Quotation #Q-070138 (5) Dump Trailers**

Solid Waste has reviewed the tab sheets for the above mentioned quote. Please proceed with a blue sheet to award the bid to Walsh Freightliner and Western Star.

As requested, please find our suggested language for the blue sheet and the account string to be charged below.

**ACTION REQUESTED:**

Approve the purchase of five (5) Fla. Spec Trailers for the Department of Solid Waste from Walsh Freightliner and Western Star at the price given on the formal quote # Q-070138 in the amount of \$190,495. Walsh Freightliner and Western Star had the lowest quoted price meeting all the specifications. Also approve option A to allow additional liner installations in the existing trailers at a cost of \$5,326 per trailer, and option B allowing Lee County to purchase additional trailers under this quote in the amount of \$38,099 each for up to six (6) months after the delivery of the initial five (5) trailers.

**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 incinerator ash from Lee County's newly expanded Waste to Energy Facility's third combustion unit to the Lee/Hendry County Landfill for disposal.

Funds are available in acct string:  
OB5340840100.506430