

**SECTION 4  
BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street  
17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

**OPENING: 2:00 P.M.**  
**Wednesday**  
**January 9, 2013**

**COPY**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: **ISD/PM**      Date Issued: **12/18/2012**      This Bid Submittal Consists of  
**Lourdes**      **12/18/2012**      **Pages 19 through 24**  
**Betancourt**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:**  
**Tilt Frame Roll Off Trucks**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>070-51</b>	
Procurement Contracting Officer: <b>Lourdes Betancourt</b>	

FIRM NAME Palm Peterbilt Truck Centers, Inc.

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**

**SECTION 4  
BID SUBMITTAL FOR:**

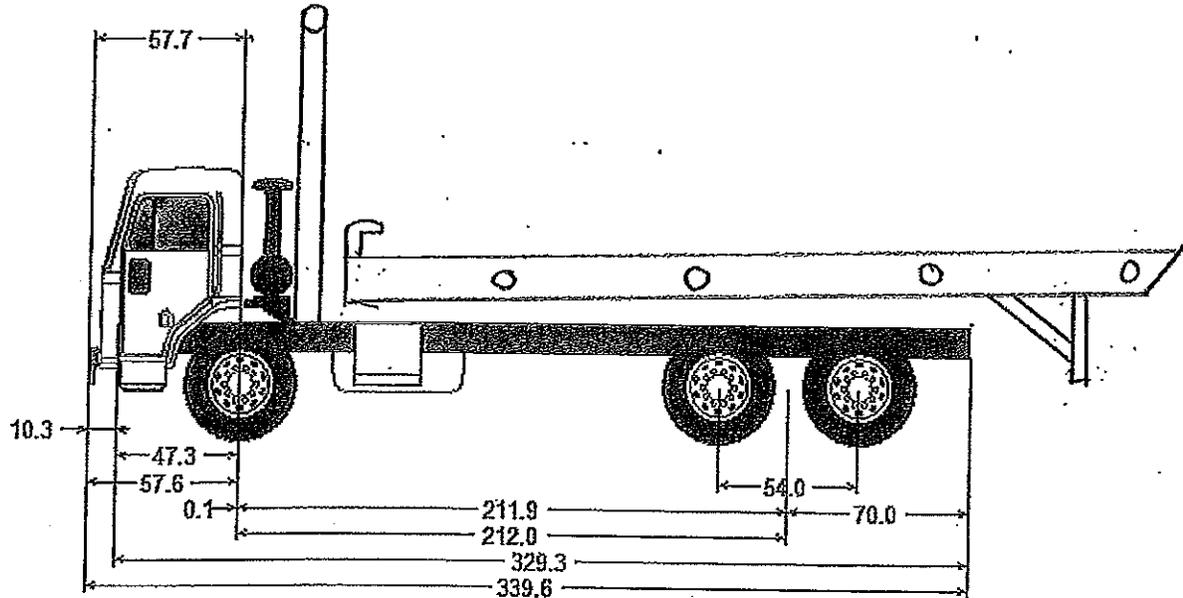
**FIRM NAME:** Palm Peterbilt Truck Centers, Inc.

**TRUCK A:**

Description	Estimated Quantity	Price Per Truck
<b>TRUCK A. CABLE HOIST</b> Purchase of Model Year 2013 Tilt Frame Roll Off Truck	<b>3 Trucks</b>	<b>\$ <u>180,258.00</u></b>
Delivery: <u>200-270</u> days after receipt of order (not to exceed 270 days)		

	CHECKLIST	Check as Completed
1.	Attach truck manufacturer, fabricator, or approved dealer documentation per Section 2.6.1.	( X )
2.	Local Service Facility in Miami-Dade or Broward County per Section 2.6.2.  Name of Facility: <u>Palm Peterbilt Truck Centers, Inc.</u>  Address: <u>2441 S. State Road 7</u>  City: <u>Ft. Lauderdale, Fl. 33317</u>	( X )
3.	Attach license in accordance with Chapter 320 of the Florida Statutes, SS320.27 per Section 2.6.3.	( X )
4.	Attach Dimensional Drawing Chart showing the dimensions of the projected build as well as weight charts showing the weight distribution of the vehicle both loaded and unloaded and wall to wall and curb to curb turning circle charts for the truck proposed using a standard manufacturer's front bumper.	( X )
5.	Is skid plate available directly from truck's manufacturer?	Circle one: <input checked="" type="radio"/> Yes or No
6.	If skid plate is not available directly from the truck's manufacturer, the Bidder shall provide details and drawings of the proposed local installation (see Section 3.7).	N/A ( )
7.	When an equal product is bid, the Bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished.	( X )

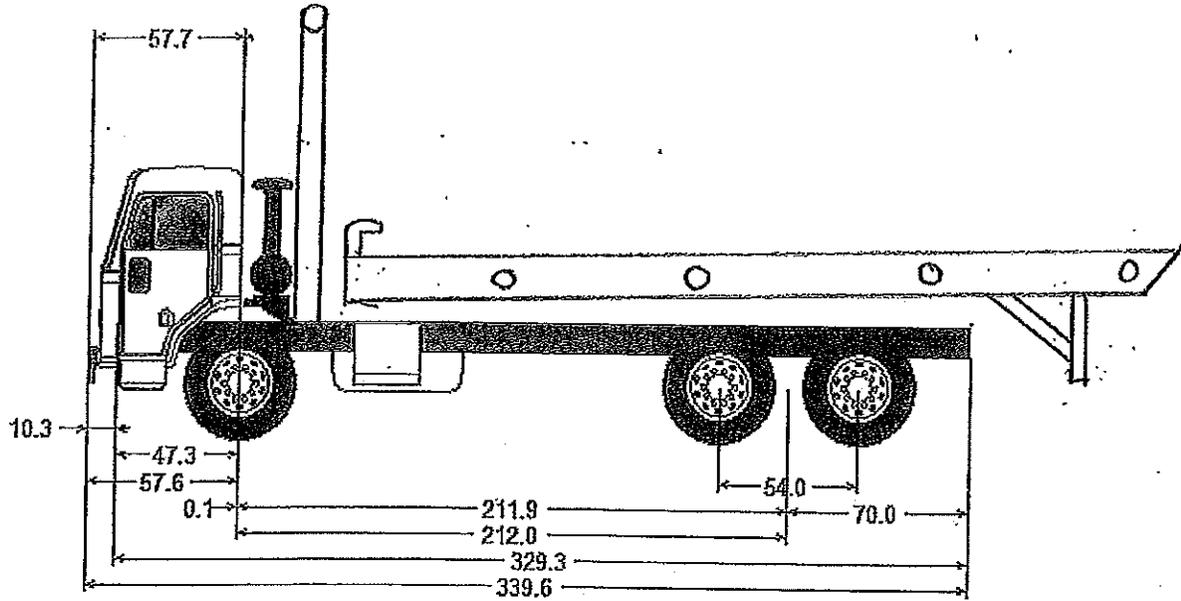
**LOADED  
TRUCK " A "**



	CHASSIS FRONT	CHASSIS REAR	TOTAL
BARE CHASSIS	10,989	7,626	18,615
DRIVER & FUEL	706	-62	644
BODY	1,570	5,580	7,150
TARP SYSTEM	469	31	500
PAY LOAD	1,996	30,825	32,821
GROSS LOAD ON ROAD	15,730	44,000	59,730

# UNLOADED

## TRUCK " A "



	CHASSIS FRONT	CHASSIS REAR	TOTAL
BARE CHASSIS	10,989	7,626	18,615
DRIVER & FUEL	706	-62	644
BODY WITH TARP	1,570	5,580	7,150
TARP SYSTEM	469	31	500
GROSS LOAD ON ROAD	13,734	13,175	26,909

SECTION 4  
 BID SUBMITTAL FOR:

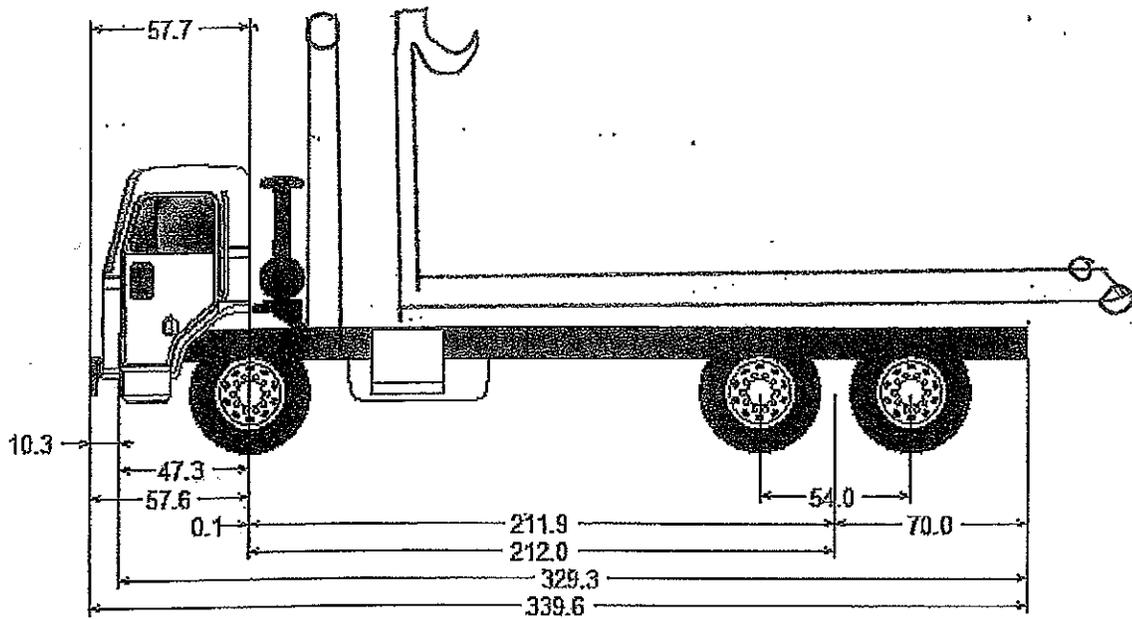
FIRM NAME: Palm Peterbilt Truck Centers, Inc.

**TRUCK B:**

Description	Estimated Quantity	Price Per Truck
<b>TRUCK B. HOOK ARM LIFT</b> Purchase of Model Year 2013 Tilt Frame Roll Off Truck	<b>9 Trucks</b>	<b>\$ 194,118.00</b>
Delivery: 200-270 days after receipt of order (not to exceed 270 days)		

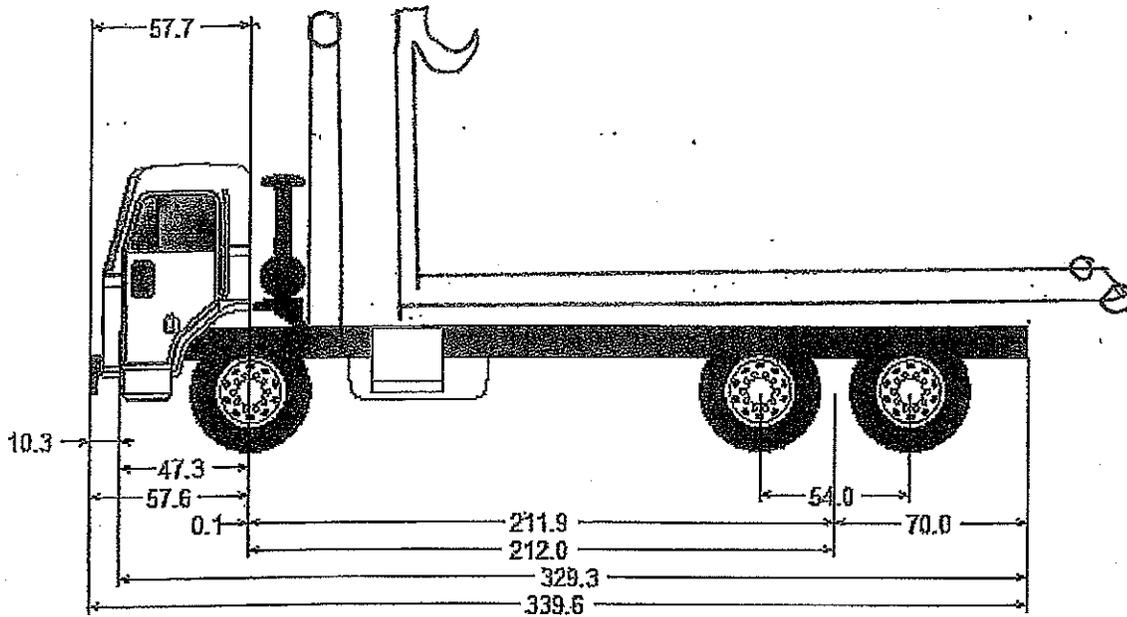
CHECKLIST		Check as Completed
1.	Attach truck manufacturer, fabricator, or approved dealer documentation per Section 2.6.1.	( X )
2.	Local Service Facility in Miami-Dade or Broward County per Section 2.6.2.  Name of Facility: <u>Palm Peterbilt Truck Centers, Inc.</u>  Address: <u>2441 S State Road 7</u>  City: <u>FT Lauderdale, Fl. 33317</u>	( X )
3.	Attach license in accordance with Chapter 320 of the Florida Statutes, SS320.27 per Section 2.6.3.	( X )
4.	Attach Dimensional Drawing Chart showing the dimensions of the projected build as well as weight charts showing the weight distribution of the vehicle both loaded and unloaded and wall to wall and curb to curb turning circle charts for the truck proposed using a standard manufacturer's front bumper.	( X )
5.	Is skid plate available directly from truck's manufacturer?	Circle one: <u>Yes</u> or No
6.	If skid plate is not available directly from the truck's manufacturer, the Bidder shall provide details and drawings of the proposed local installation (see Section 3.7).	(N/A)
7.	When an equal product is bid, the Bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished.	( X )

# LOADED TRUCK " B "



	CHASSIS FRONT	CHASSIS REAR	TOTAL
BARE CHASSIS	10,989	7,626	18,615
DRIVER & FUEL	706	- 62	644
BODY	1,689	5,587	7,276
TARP SYSTEM	469	31	500
PAY LOAD	1,877	30,818	32,695
GROSS LOAD ON ROAD	15,730	44,000	59,730

UNLOADED  
TRUCK " B "



	CHASSIS FRONT	CHASSIS REAR	TOTAL
BARE CHASSIS	10,989	7,626	18,615
DRIVER & FUEL	706	- 62	644
BODY	1,689	5,587	7,276
TARP SYSTEM	469	31	500
GROSS LOAD ON ROAD	13,853	13,182	27,035

SECTION 4  
BID SUBMITTAL FOR:  
Tilt Frame Roll Off Trucks

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

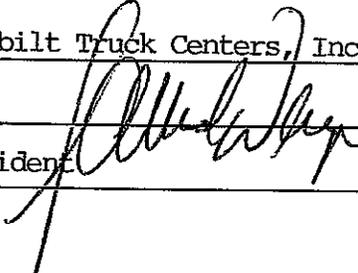
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

- Addendum #1, Dated Received, Not Dated
- Addendum #2, Dated Received, Not Dated
- Addendum #3, Dated Received, Not Dated
- Addendum #4, Dated Received, Not Dated
- Addendum #5, Dated January 24, 2013
- Addendum #6, Dated January 25, 2013
- Addendum #7, Dated
- Addendum #8, Dated

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: Palm Peterbilt Truck Centers, Inc.

AUTHORIZED SIGNATURE: 

DATE: 1/29/13

TITLE OF OFFICER: President



**Bid Title:** Tilt Frame Roll Off Trucks

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is 2441 S State Road 7 Ft. Lauderdale, Fl. 33317



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No X

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No X

Firm Name: Palm Peterbilt Truck Centers, Inc.

Street Address: 2441 S. State Road 7 Ft. Lauderdale, Fl. 33317

Mailing Address (if different):

Telephone No.: (954) 584-3200

Fax No.: (954) 584-3228

Email Address: dweiger@palmtruck.com

FEIN No. 59-1934827

Prompt Payment Terms: 0% days net 30 days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: [Signature] (Signature of authorized agent)

\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: David Weiger

Title: President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



# **APPENDIX**

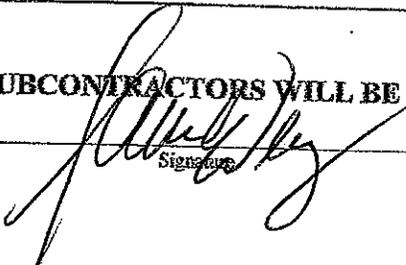
## **AFFIDAVITS FORMAL BIDS**

**FAIR SUBCONTRACTING PRACTICES**  
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

\_\_\_\_\_  
We choose our subcontractors based on their ability to provide  
\_\_\_\_\_  
products and/or services that meet county specifications, and in  
\_\_\_\_\_  
most cases will provide the most competitive pricing.  
\_\_\_\_\_  
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\_\_\_\_\_

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

  
\_\_\_\_\_  
Signature

1/29/13  
\_\_\_\_\_  
Date



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No.: 9719-0/18 Federal Employer Identification Number (FEIN): 59-1934827  
Contract Title: Tilt Frame Roll Off Trucks

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (d) and (e) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.58 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

David Weiger President  
Printed Name of Affiant Printed Title of Affiant  
Palm Peterbilt Truck Centers, Inc. 1/29/13  
Name of Firm Date  
2441 S State Road 7 Ft. Lauderdale Fl. 33317  
Address of Firm State Zip Code

Notary Public Information

Notary Public - State of Florida County of Broward  
Subscribed and sworn to (or affirmed) before me this 29th day of January 20 13  
by David Weiger He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_  
Teresa M Joyner  
Signature of Notary Public



Print or Stamp of Notary Public Expiration Date Notary Public Seal



# LICENSE CERTIFICATE

STATE OF FLORIDA  
DEPARTMENT OF HIGHWAY SAFETY AND  
MOTOR VEHICLES  
DIVISION OF MOTORIST SERVICES

PALM PETERBILT TRUCK CENTERS INC  
2441 S STATE RD 7  
FT LAUDERDALE, FL 33317-6999

## License

FOR A DEALER IN FRANCHISED  
MOTOR VEHICLES

LICENSE NUMBER  
VF/1001901/1

PRIMARY LOT

EFFECTIVE DATE

12/19/2012

EXPIRATION DATE

12/31/2013

THIS CERTIFIES, THAT

PALM PETERBILT TRUCK CENTERS INC  
PALM ISUZU TRUCK CENTERS

AT 2441 S STATE RD 7  
FT LAUDERDALE, FL 33317-6999

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS  
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED  
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

*Ed Broyles*

BUREAU CHIEF



*Clyde B. Walden*

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID  
IF  
ALTERED

VOID  
IF  
ALTERED

## DEALER SALES AND SERVICE AGREEMENT

This is an AGREEMENT between Peterbilt Motors Company ("PETERBILT"), a division of PACCAR Inc, a Delaware corporation, and the principal owners identified in Addendum D and PALM PETERBILT TRUCK CENTERS, INC., a corporation (collectively referred to as "DEALER" throughout this AGREEMENT), duly incorporated in the State of Florida and doing business as Palm Peterbilt Truck Centers, Inc.

### I. INTRODUCTION

- A. PURPOSE AND GENERAL OBLIGATIONS. This AGREEMENT provides for the sale and servicing of PETERBILT trucks and tractors ("Vehicles"), and parts and accessories manufactured by or for PETERBILT and/or PACCAR Parts, a division of PACCAR Inc, ("Genuine Parts and Accessories") in a manner that will best serve the interests of PETERBILT, DEALER, other authorized PETERBILT dealers, and owners of Vehicles and Genuine Parts and Accessories (collectively called "PRODUCTS"). PETERBILT has selected its dealers based on their experience and commitment to provide adequate capital, equipment, personnel and facilities to sell and service PRODUCTS in a manner which promotes and maintains customer confidence and satisfaction and protects the reputation of PRODUCTS. Both PETERBILT and DEALER agree to use the highest ethical business standards in dealings with each other and with customers.
- B. APPOINTMENT OF DEALER. Subject to the terms of this AGREEMENT, PETERBILT hereby grants DEALER a nonexclusive right to buy PRODUCTS identified in the attached Addendum A, to identify itself as an authorized PETERBILT dealer and to use Trademarks in the promotion, sale and servicing of PRODUCTS. PETERBILT reserves the right to revise Addendum A from time to time. DEALER has paid no fee for this AGREEMENT and no right granted by this AGREEMENT is a property right.
- C. LOCATION OF DEALER FACILITY. DEALER will maintain a facility for the sale and servicing of PRODUCTS at Dealer Location(s) identified in Addendum B and in full compliance with all the requirements of Addendum B including identifying the facility with a sign.
- D. TERM OF THE AGREEMENT. This AGREEMENT will become effective on February 28, 2012 and will continue in effect for a period of 3 years to expire on February 28, 2015 unless terminated as provided in Article VIII. This AGREEMENT may not be extended or renewed except in writing signed by the General Manager or other authorized employee of PETERBILT.

### II. SALE OF PRODUCTS

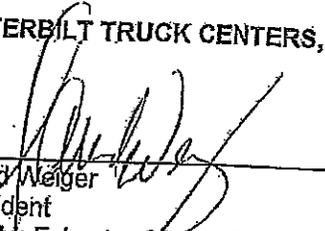
- A. DEALER RESPONSIBILITIES.
1. PRODUCT Sales. DEALER's fundamental obligation under this AGREEMENT is to stock, sell at retail and service the PRODUCTS in the area defined in Addendum C. DEALER agrees that PETERBILT may add new dealers to, relocate dealers in, or make changes to the area defined in Addendum C from time to time. DEALER expressly agrees to develop the sales volume necessary to meet DEALER's PERFORMANCE GOALS identified in Addendum C.
  2. DEALER Performance Evaluation. PETERBILT and DEALER will meet periodically, but not less than annually, to evaluate DEALER's sales and service performance in the local market in accordance with the criteria of Addendum C and this AGREEMENT. These criteria include but are not limited to:
    - a. The achievement of reasonable sales objectives as PETERBILT may establish, and as are set forth in Addendum C;

XI. MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT. This AGREEMENT and Addenda constitute the entire AGREEMENT made by the parties and cancels and supersedes any and all previous agreements relating to the subject matters covered herein.
- B. AMENDMENT. No amendment of any portion of this AGREEMENT will be valid or binding unless approved in writing by an authorized representative of each of the parties.
- C. COLLATERAL ASSIGNMENT. DEALER may not pledge, assign, hypothecate, or grant a security interest in, this AGREEMENT or DEALER's right, title or interest therein.
- D. SEVERABILITY. If any term or provision of this AGREEMENT is adjudged by any court or government agency to be invalid, void or unenforceable, such term or provision will be deemed deleted from this AGREEMENT and the remaining provisions thereof will continue in full force and effect.
- E. GOVERNING LAW. This AGREEMENT will be governed and construed according to the laws of the state in which DEALER is located. To the extent a valid law of any jurisdiction requires any obligations or rights under this AGREEMENT to be exercised other than in accordance with this AGREEMENT, the rights and obligations shall be exercised in accordance with such law. All provisions of this AGREEMENT shall be construed in light of this paragraph.
- F. WAIVERS. Any failure of either party at any time to require performance by the other party of any provision herein will not be deemed to be a waiver by such party of any subsequent breach or violation of the same or any other provision.
- G. NOTICES. Any notice required to be given by either party to the other under or in connection with this AGREEMENT will be in writing and delivered personally or by certified mail, return receipt requested and will be effective from the date of receipt.
- H. NEW AND SUPERSEDING DEALER AGREEMENTS. In the event any new and superseding form of this AGREEMENT is offered by PETERBILT to all authorized PETERBILT dealers at any time prior to the expiration of the term of this AGREEMENT, and a substantial majority (no fewer than sixty-five percent (65%) of PETERBILT dealers) accept it, PETERBILT may, by written notice to DEALER, terminate this AGREEMENT and replace it with a new AGREEMENT in the new and superseding form for a term not less than the then unexpired term of this AGREEMENT. In that event, such termination shall be effective, without further notice, upon the earlier of: (i) execution of a new and superseding form of this AGREEMENT by DEALER; or (ii) thirty (30) days after a new AGREEMENT is offered and sent to DEALER for execution.
- I. INDEPENDENT ENTITY. DEALER is not PETERBILT's agent in any respect and has not been granted any express or implied authority to incur obligations or make representations binding upon PETERBILT.

By their signatures hereto, PETERBILT and DEALER agree to abide by the terms and conditions of this AGREEMENT in good faith and for their mutual benefit.

PALM PETERBILT TRUCK CENTERS, INC.

By:   
David Weiger  
Title: President  
Effective Date: February 28, 2012

PETERBILT MOTORS COMPANY

By:   
William R. Kozek  
Title: Vice President - PACCAR Inc  
General Manager - Peterbilt Motors Co.  
Effective Date: February 28, 2012



Palm Peterbilt Truck Centers P270  
2441 S State Road 7

Miami Dade County  
111 NW 1st ste 1050

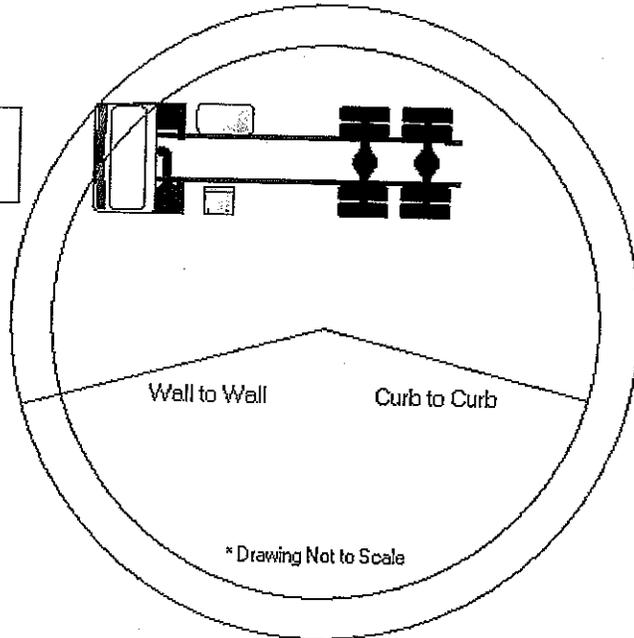
Ft Lauderdale, Florida United States 33317  
Phone: (954) 584-3200  
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Email: rmangino@palmtruck.com

Miami, Florida United States 33128  
Phone: (305) 375-2302  
Fax:  
Contact Email:  
Prepared for:

### Turning Radius

#### Turning Radius Report

Left Turn Radius  
Curb to Curb: 34.8 ft.  
Wall to Wall: 37.2 ft.



Right Turn Radius  
Curb to Curb: 37.7 ft.  
Wall to Wall: 40.0 ft.

Truck: Model 320 /Full Truck  
Axle: Dana Spicer D2000F 20,000 lb, 3.5in Drop  
Tire: FF: GY 20ply 3-15/80R22.5 G289 WHA  
Wheel: FF: Accur 29039 P1t 22.5x9.00 Std Whl  
Steering: Power Steering Sheppard SD110 Dual

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Effective Date: Jan 1, 2013  
Prepared by: Rudy Mangino Jr

**Incomplete**

Model Number: Model 320  
Quote/DTPO/CO: Q54727517  
Version Number: 26.20



**Palm Peterbilt Truck Centers P270**  
**2441 S State Road 7**

**Miami Dade County**  
**111 NW 1st ste 1050**

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**Prepared for:**

### Vehicle Summary

	Unit		Chassis	
Model:		Model 320	Fr Axle Load (lbs):	15730
Type:		Full Truck	Rr Axle Load (lbs)	44000
Description:		New Pres073459	G.C.W. (lbs):	59730
	<b>Application</b>		Road Conditions:	
Intended Serv.:		Refuse/Landfill	Class A (Highway)	100
Commodity:		Refuse, Scrap	Class B (Hwy/Mtn)	0
	<b>Body</b>		Class C (Off-Hwy)	0
Type:		Roll-Off	Class D (Off-Road)	0
Length (ft):		12	Maximum Grade:	6
Height (ft):		8.0	Wheelbase (in):	212
Max Laden Weight (lbs):		2000	Fr Axle to BOC (in):	0.1
	<b>Trailer</b>		Cab to Axle (in):	211.9
No. of Trailer Axles:		0	Cab to EOF (in):	269.0
Type:				
Length (ft):		0		
Height (ft):		0.0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	<b>Restrictions</b>			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

**Special Req.**

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

<b>PACCAR FINANCIAL</b>	Ask your dealer for a quote today, or visit our website @ <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a> .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Prepared for:

**Description**

**Base Model**

**Model 320**

**Refuse, Scrap**

**Refuse/Landfill**

Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).

**Roll-Off**

**Frame & Equipment**

**10-3/4in Steel Rails 306-342in**  
10.75x3.5x.375 Dimension, 2,136,000 RBM

**Full Steel Inner Liner**

**FEPTO Provision 4-7/8in Bumper Extension**

Includes 1350 Series Front Drive PTO attachment provision, radiator with PTO cut-out in grille, radiator protection sleeve, and bumper extension.

**EOF Square with Steel Xnbr**

**Omit Rear Mudflaps and Hangers**

**(2) Solid Mount Cable Hooks**

**Front Axle & Equipment**

**Dana Spicer D2000F 20,000 lb, 3.5in Drop**

Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.

**Taper Leaf Springs, Shocks 20,000 lb**

Standard with Heavy Resistance Shocks.

**Power Steering Sheppard SD110 Dual**

Glidekote splines on steering shaft extend service life of components.

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**Description**

**PHP10 Iron LMS Hubs**

11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.

**5in Drop IPO 3.5in, Front Axle**

**Dana Spicer Wide Track IPO Std, Front Axle**

71in KPI IPO 69in for E1202, E1322, E1462 front axles. For improved turning radius.

**Bendix Air Cam Front Drum Brakes 16.5x7**

For use with 20,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.

**Rear Axle & Equipment**

**Dana Spicer D46-170 46,000 lb**

Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.

**PHP10 Iron LMS Hub**

11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals.

**Long Stroke Parking Brakes, Drive Axle(s)**

**Optional Longer Studs For Hub Piloted Whl System**

For use with F/O installed alum wheels with cast drums.

**Refuse Service Brakes, All Axles**

**Rear Brake Camshaft Reinforcement**

**SBM Valve**

Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.

**Anti-Lock Braking System (ABS) 6S6M**

ABS-6. Includes air braking system.

**Synthetic Axle Lubricant All Axles**

The conventional model product line includes Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.

**Bendix Air Cam Rear Drum Brakes 16.5x8.6**

Inc automatic slack adjusters & outboard mounted brake drums.

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**Description**

**Ratio 5.57 Rear Axle**

**Hendrickson Haulmaax HMX460 46,000 lb, 54in AS**  
60K Creep Rating

**Shock Absorbers For HMX Suspension**

**Engine & Equipment**

**ISX12 350R 350@1800 GOV@2100 1450@1100**

Refuse Service (2013 Emissions)

N20300 P029 No....Idle Shutdown Enable

N20380 P001 65....Max Speed in Top Gear

N20400 P059 65....Maximum Cruise Speed

N20440 P030 5....Idle Shutdown Timer

**Remote PTO And Throttle Provision**

**CARB Engine Idling Compliance**

PACCAR PX-6, PX-8 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.

**160 Amp Alternator, Brushed**

12 Volt system with circuit protection for reliable easy maintenance & service. Weather pack silicone sealed electrical chassis connectors enhance value, durability, reliability. Wires numbered every 4" or less.

**PACCAR 12V Starter**

**3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA**

Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.

**Big Switch Battery Disconnect**

Mounted on battery box

**Battery Jumper Terminals Mtd In Front**

Of Battery Box

**2-Speed Fan Clutch For Frequent Start/Stops**

**18.7 CFM Air Compressor**

Furnished on engine. Teflon lined stainless steel braided compressor discharge line.

**PACCAR Fuel Filter, Unheated**

With water in fuel (WIF) sensor

**Engine Protection Shutdown**

Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.

**High Efficiency Cooling System**

Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage.

**Wing Nut Style Mounted Grille**

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**Description**

**16in FVG Air Cleaner Horizontal Mounted**

(FVG16-0619) Dual Element/Dual Stage. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

**Exhaust Vertical LH**

DPF/SCR transverse mounted.

**Curved Tip Standpipe(s)**

**36in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)**

**Transmission & Equipment**

**Allison 4500 RDS-P Transmission, Gen 5**

Rugged duty series

**1810 Driveline, Single Midship Bearing**

Slotted rubber mount

**Allison 6-Speed Configuration, Wide Ratio Gears**

Allison 4500 Trans only

**Allison Load Based Shift Schedule (LBSS)**

**Tower Mounted Push Button Shifter**

**Air & Trailer Equipment**

**Bendix AD-IS EP Air Dryer with Heater**

Extended Purge (for use with higher air consumption applications). An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.

**Berg Pull Cord Drain Valve(s) - All Air Tanks**

**Nylon Chassis Hose**

**Steel Painted Air Tanks**

All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.

**Clear Outside Frame of All Air System Components**

LH BOC

**Clear Outside Frame of All Air System Components**

RH BOC

**Body Connections 5ft BOC**

Junction Box contains light and power circuits for Body Connections located 5ft from BOC.

**Route Air & Electric Lines To Allow Welding**

of sub frame to top of frame 8in forward of BOC to EOF

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**Description**

**Tires & Wheels**

**FF: GY 20ply 315/80R22.5 G289 WHA**

**RR: GY 20ply 315/80R22.5 G289 WHA**

**Code-rear Tire Qty 08**

**FF: Accur 29039 Plt 22.5x9.00 Stl Whl**

Pilot Mount. 10,000 lb. load rating per wheel.

**RR: Accur 29300 Plt 22.5x9.00 Stl Whl**

Pilot Mount, Five Hand Holes. 9,000 lb. load rating per wheel.

**Code-rear Rim Qty 08**

**Fuel Tanks**

**26in Aluminum 100 Gallon Fuel Tank RH BOC**

Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.

**Location RH BOC 100 Gallon**

**Fuel Cooler**

Required with single fuel tank.

**DEF Tank Mounted LH BOC**

Models 210, 220 and 320 mounted LH cab fender.

**DEF Tank 320**

**Battery Box & Bumper**

**Steel Space Saver Battery Box LH Back Of Cab**

**Steel Bumper Channel Painted**

Includes two front tow eyes with pins.

**Cab & Equipment**

**53in LCF Cab LH Drive**

Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, engine tunnel mounted control console, removable instrument panel with speedometer message center, engine oil pressure gauge, cigar lighter and ashtray, two inside sunvisors, 16in steering wheel with integrated horn button, tilt adjustable column, view window in RH door, 18in step height on each side, extended metal step with additional grab handle LH/RH, self-canceling turn signals and Front Directionals and Side Mounted Turn Signals.

**Key All Units Alike**

Please add your 3 digit key code number in the key code field.

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**Description**

<b>4.5 Inch Rubber Flares on Cab and Wheel Well Fenders</b>
<b>Sears C2 Driver Seat</b>
<b>Peterbilt Passenger Seat</b>
<b>Seat Belt Color Orange IPO Standard Black</b>
<b>Air Ride Driver</b>
<b>Mid Back Driver</b>
<b>Fabric Driver</b>
<b>Non-Air Ride Passenger</b>
<b>Low Back Passenger</b>
<b>Vinyl Passenger</b>
<b>Gray Interior Color</b> Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover.
<b>Adjustable Steering Column – Tilt Only</b>
<b>Scuff Pad on Doghouse Cover</b>
<b>Steering Wheel with Peterbilt Logo</b> Steering Wheel with embossed Peterbilt logo over horn button.
<b>Diamond Plate Floor Covering on Driver side floor</b> in place of Rubber Mat.
<b>Door Pads Padded Vinyl with Carpet Inserts</b>
<b>Rear Window Back of Cab Standard Tint</b> 18.5in X 54in
<b>Two Piece Flat Windshield</b>
<b>Combo Fresh Air Heater/Air Conditioner</b> With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.
<b>Stainless Steel Mirrors 7x16</b>
<b>(2) Convex 8 Inch SS Mirror</b> Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated.
<b>(2) Air Horns 24.5in Chrome - Round w/Horn Shield</b>
<b>ConcertClass Audio System without CD</b> Includes weatherband.
<b>CB Wiring Mounted Under Header</b> (Model 387 or Medium Duty Models include terminals)
<b>Peterbilt Electric Windshield Wipers</b> with Intermittent Feature
<b>Triangle Reflector Kit Shipped Loose</b>
<b>Backup Alarm (107dB)</b>

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**Description**

**Oil Temp Gauge Trans Main**

Allison Transmission

**Air Restriction Gauge On Dash**

**Warning Light Battery Disconnect, Switch Engaged**

(Marker light) external mounted.

**(2) Additional Electric Switches w/o Wiring**

**Headlights Dual Rectangular Halogen**

**(5) LED Clearance With (2) LED Marker Lights**

Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.

**None Furnished Stop/Tail/Backup Lights**

Available with Full Truck only. Not available with Tractor.

**Paint**

**Standard Paint Color Selection**

**(1) Color Dupont Two Stage - Cab/Hood**

Base Coat/Clear Coat

N85020 A - L0006EB WHITE - Stand

N85500 CAB ROOF L0006EB WHITE - Stand

N85200 FRAME N0001EA BLACK

N85700 BUMPER N0001EA BLACK

**Options Not Subject To Discount**

**Cummins 2013 ISX Protection Plan 1 (5/200)**

ISX15 or ISX12 =< 450HP. Five Years/200,000 Miles/321,689 Kilometers. Coverage is 100 percent parts and labor with no deductibles on internally lubricated components and major engine systems including turbo charger, water pump, and fuel injectors.

**Cummins 2013 ISX Aftertreatment Coverage (5/200)**

ISX15 or ISX12 =< 450HP. Five Years/200,000 Miles/321,689 Kilometers. Coverage is 100 percent parts and labor with no deductibles on the DEF controller / dosing unit / dosing valve, SCR catalyst, catalytic converter particulate filter, SCR/DPF temperature sensor interface module, and other related aftertreatment parts as detailed in Cummins Bulletin #3381446.

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**Description**

**Basic Vehicle - U.S. (2/200)**

Two Years/200,000 Miles. All components covered in the Standard Basic Vehicle Warranty schedule plus Heater/Air Conditioner Warranty which includes all HVAC system except receiver-dryers, refrigerant leaks at o-rings, loose fittings or rubber hoses, or other maintenance-related items. Radiator/ATAC Warranty which includes radiator assembly and air-to-air aftercoolers only. Excludes leaks at hoses, hose connections and outlet neck gasket, mounting hardware and bushings, and radiator cap. Peterbilt Rear Suspension Warranty which includes brackets, beams, tie rods, track rods, air bags, and leveling valves. Excludes shocks, bushings, alignment, and fitting air leaks. General exclusions of Extended Warranty Program in all categories excludes batteries, chrome, paint, loose fitting leaks and wiring connections, fluids, component wear, and other items excluded from the Peterbilt standard warranty.

**Heavy Duty Emissions Surcharge \$9250**

**Miscellaneous**

Total Weight

18543

**Prices and Specifications Subject to Change Without Notice.**

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