



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 11/7/17

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

RWC International, LTD DBA RWC Group (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Purchase of Three (3) Dump Trucks

***Purpose:**

Award: Purchase Order No. PO-PO-18-032. This contract is for a one-time award in the not-to-exceed amount of \$428,113.50 (including sales tax). Administering Department: Fleet Services

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 272113 was conducted. Five (5) responses were received. One response was a no-bid. Award is to the lowest, responsive and responsible bidder.

PRCUID No. 272113

Attachments: Notice of Recommendation for Award and Purchase Order.

***Program Goals/Predicted Outcomes:**

To purchase the best quality 12-yard dump trucks and warranties at the lowest price.

***Public Benefit:**

Pima County's Department of Transportation will be able to keep roads and byways clean and safe along with maintaining the roadsides and washes.

***Metrics Available to Measure Performance:**

The amount of hours of work performed with the dump truck to the amount of time for repairs and service will be measured.

***Retroactive:**

No.

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 18-32

Effective Date: 11/07/17 Termination Date: 06/30/2018 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 428,113.50 Revenue Amount: \$ _____

*Funding Source(s) required: Fleet Services - Internal Services Fund

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Maria Julia Canizales *mjc*

Department: Procurement Telephone: 724-8167

Department Director Signature/Date: *Mary [Signature]* 10/24/17

Deputy County Administrator Signature/Date: *Jon [Signature]* 10-24-17

County Administrator Signature/Date: *[Signature]* 10/25/17

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: October 20, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 272113 for Dump Trucks that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after November 7, 2017.

Award is recommended to the lowest, responsive and responsible bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
RWC International, LTD DBA RWC Group	\$403,500.00	\$428,113.50 (Including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Freightliner or Arizona	\$436,265.00*
Rush Truck Center	\$460,980.00
Vanguard (Primary)	\$420,125.00
(Alternate)	\$460,980.00

Industrial Hose and Fittings Supply LLC No-Bid

*Bid amount as shown includes corrections.

Issued by: Maria Julia Canizales

Telephone Number: (520) 724-8167

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov .

AW



PURCHASE ORDER

PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:1800000000000000032

PO Version: 1

Page: 1 of 2

S H I P T O	PIMA COUNTY FLEET SERVICES - MISSION RD FS-1291-100A 1291 S MISSION RD TUCSON AZ 85713 Requested By: CECILIA MURCH Dept: PO Phone: 5207245917
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B I L L T O	PIMA COUNTY FINANCE & RISK MANAGEMENT - ACCOUNTS PAYABLE PO BOX 791 TUCSON AZ 85701
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V E N D O R	RWC International LTD DBA: RWC Group 3220 E Irvington Rd Tucson AZ 85714	Contact: Mary Wilson Phone: 520-622-6767 Email: vmoreno@rwcinternational.com Terms: 0.00 % Days: 30
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Issued By: MARIA CANIZALES Issued Phone: 5207248167 Issued Email: maria.canizales@pima.gov Issued Date: 10-25-2017 PO Description Dump Trucks Modification Reason This contract is for a one-time award in the not-to-exceed amount of \$428,113.50 including sales tax. Attachment: Offer Agreement.	Total: \$428,113.50 FOB: FOB Dest, Freight Prepaid Shipping: Vendor Method Delivery: Standard Ground
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This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PURCHASE ORDER DETAILS

PO No:1800000000000000032

PO Version: 1

Page: 2 of 2

Line	Description		Line Subtotal				Delivery Date
1	PURCHASE OF 3 ea 12 yard Dump Trucks		\$403,500.00				06-20-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	3.00000	EA	\$134,500.00				

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with the purchase of three (3) new 12-yard dump truck.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised Purchase Order document setting forth the requested changes.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

1. CONTRACTOR MINIMUM QUALIFICATIONS: NONE**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor will provide 12-yard dump trucks per the following:

Attachment A: General Specifications

Attachment B: Location of Trailer Plugs

Attachment C: Inside of Trailer Plugs

Attachment D: 12 Yard Dump Truck Specifications

Attachment E: Pre-Delivery Checklist

Attachment F: Certification of Stocking, Supplying of Parts and Service Program

Attachment G: Pricing Page

5. SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. Please **CHECK** which of the following your business incorporates:

Waste prevention/reduction or material recycling/reuse?

Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept an offer and execute this contract by issue of a PO (discrete requirement) to be effective on the document's date of issue without further action by either party. The Purchase Order will document the term of the contract. The PO will define the delivery dates for the items and/or services.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued purchase order will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO document.

All Invoice documents will reference the County's PO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within 0 Days as above.

The PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 272113 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

Workers' Compensation (WC) and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

13. PERFORMANCE BOND: NONE

14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	10/11/17				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: RWC International LTDBUSINESS ALSO KNOWN AS: RWC GroupMAILING ADDRESS: 3220 E Irvington RdCITY/STATE/ZIP: Tucson, AZ 85714REMIT TO ADDRESS: 600 N. 75th AveCITY/STATE/ZIP: Phoenix, AZ 85043CONTACT PERSON NAME/TITLE: Chelsea Wilson, Account ManagerPHONE: 520-879-4321 FAX: 520-620-6066CONTACT PERSON EMAIL ADDRESS: cwilson@rwcgroup.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: bids@rwcgroup.comCORPORATE HEADQUARTERS ADDRESS: 600 N. 75th Ave. Phoenix, AZ 85043WEBSITE: www.rwcgroup.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Chelsea Wilson DATE: 10/20/17

Chelsea Wilson Account Manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFERPHONE AND E-MAIL: 480-622-2826 cwilson@rwcgroup.com**County Attorney Contract Approval "As to Form"**

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Chapter 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. County will base pricing evaluations on Contractor's pre-tax pricing.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION, APPLICABLE LAW and VENUE:

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

To mitigate or prevent damages caused by delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

County will not hold Contractor responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

28. PUBLIC RECORDS:

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials that County has accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by County, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

44. ISRAEL BOYCOTT CERTIFICATION:

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Attachment "A": Specifications (1 page)

1. Trucks submitted by Contractor must meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards, and Arizona Department of Transportation regulations.
2. Truck submitted by Contractor shall be manufactured and/or assembled in the United States.
3. Contractor must provide original manufacturers' serial number without being altered in any way on all original documents.
4. Contractor must bid manufacturer's current model in production at time of delivery.
5. Contractor must bid new and unused trucks. (Demonstrator models will not be accepted).
6. Contractor must have final built truck inspected and approved for use by the Arizona Motor Vehicle Division. Approved inspection slip shall be delivered simultaneous with truck delivery.
7. Contractor shall maintain a local factory authorized maintenance facility within the Tucson metropolitan area (service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday) or have specific agreements in force with a third party to provide local maintenance.
8. The warranty period shall be as a minimum of one (1) year unlimited miles and hours for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to County. During the one (1) year warranty period, Contractor will provide towing the equipment to and from the repair facility will not be an additional charge to County. Contractor must pick-up equipment within a minimum of four (4) hours of notification of breakdown via phone call and a follow up email or fax.
9. Contractor shall be responsible for all repairs needed within the warranty period. Contractor shall determine if the repairs required are to be done by the body builder or the manufacturer, (cab & chassis). Contractor will delivery equipment to Fleet after repairs are complete. Please refer to Attachment "F": Certification of stocking, supplying of parts and service program.
10. Contractor shall provide a web site to enable County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information
11. Manufacturer Statement of Origin (M.S.O.), which must include the odometer statement. Unless otherwise ordered in writing, the M.S.O. shall show the owner/purchaser of the equipment as:

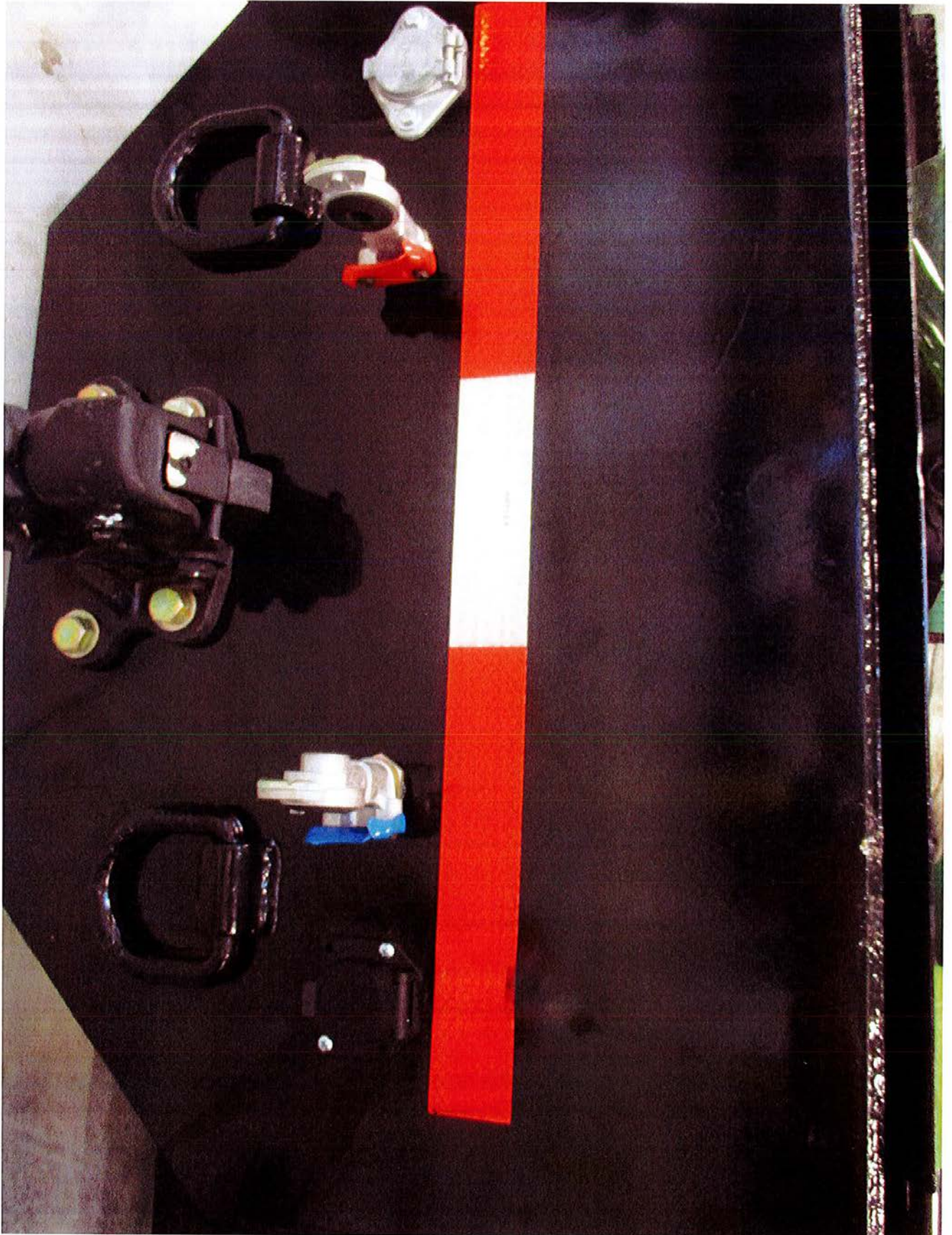
Pima County Board of Supervisors
 1291 S. Mission Road
 Tucson, AZ 85713

12. Contractor shall provide all documents upon delivery as follows:
 - a. Manufactures invoice unaltered with equipment serial number and vehicle identification number (VIN) on the body of the truck.
 - b. Delivery ticket must have PO number and the serial number of the equipment.
 - c. Arizona Motor Vehicle Inspection slip showing the vehicle has passed inspection. Contractor must submit two (2) CD's or thumb drives maintenance-overhaul (shop) manuals for equipment.
 - d. Contractor must submit two (2) CD's or thumb drives of operator's manuals for equipment.
 - e. Contractor must submit two (2) CD's or thumb drives of wiring diagrams for equipment.
 - f. Contractor must submit two (2) CD's or thumb drives of service manuals for equipment.
 - g. Contractor must submit two (2) CD's or thumb drives of manuals for auxiliary equipment.
 - h. Contractor must submit two (2) CD's or thumb drives of parts manuals for equipment.**
 - i. Contractor must submit four (4) sets of keys per truck.
 - j. Contractor must submit a chart detailing weight on axles with full load to include net legal payload capacity.
 - k. Contractor must submit warranty brochures explaining the warranty coverage and defining specifically what is covered by the warranty.
 - l. Contractor will submit brochures with complete specifications and other general data and equipment.

County will also accept paper or online manuals.

County has provided a checklist Attachment "B"- Pre-Delivery Checklist to complete and submit for each piece of equipment.

Attachment "B": Location of Trailer Plugs (2 pages)



Attachment "B": Location of Trailer Plugs (continued)



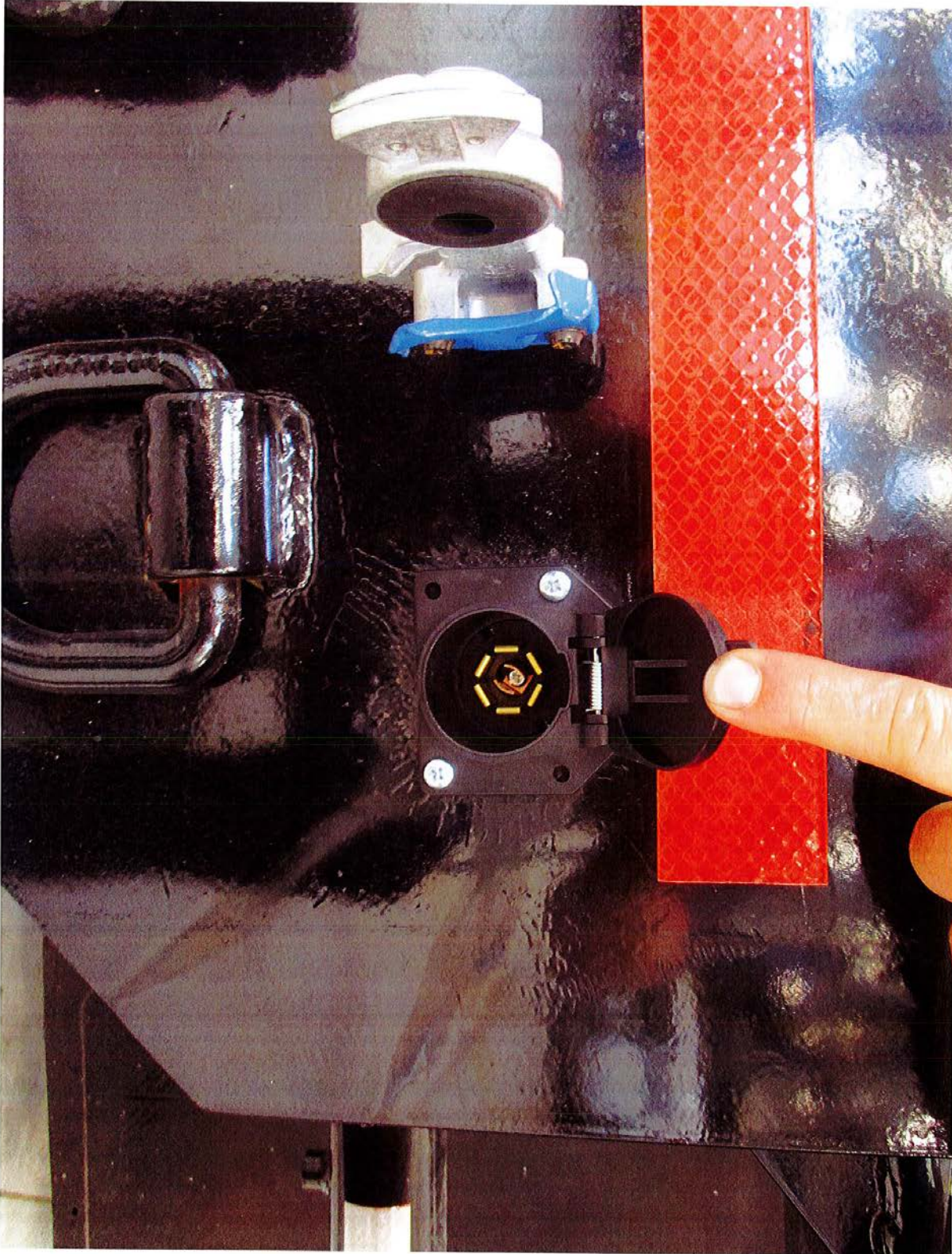
Attachment "C": Inside of Trailer Plug (2 pages)

Plug on the left side.



Attachment "C": Inside of Trailer Plug (continued)

Plug on the right side.



**ATTACHMENT "D": (4 pages)
12 YARD DUMP TRUCK SPECIFICATION**

<u>BIDDERS SHALL FILL IN THE FOLLOWING:</u>		<u>YES</u>	<u>NO</u>
WHEELBASE:	216" Approximate	<u>X</u>	___
C.A.	145" Approximate	<u>X</u>	___
GVWR:	58,000 lbs. Minimum	<u>X</u>	___
ENGINE:	Diesel, 440 H.P. net minimum at rated RPM, 12.4-liter minimum 1550 minimum ft. lbs. torque net at rated RPM with electronic controls. Engine compression brake. Engine warranted for minimum 5 years/150,000 miles or will work with Contractor for a better coverage. Contractor shall state warranty periods. Engine bid must be an acceptable match to the transmission as certified by manufacture. Engine shall meet the 2012 emission standards. Contractor to state Engine make and model of engine bid.	<u>X</u>	___
TRANSMISSION:	Allison HD-4500 RDS with air to oil cooler or approved equivalent wide ratio, 6-speed minimum with PTO gear, with oil level sensor, no retarder rated for 440 H.P. net input minimum and 1550 ft. lbs. torque net input minimum. Transmission warranted for minimum 5 years/250,000 miles. Castrol transynd is to be installed at the factory.	<u>X</u>	___
EXHAUST:	Maximum diameter available, Contractor shall state vertical stack with shield, formed at top to prevent rain entering or equipped with a rain cap height from ground 11' maximum . Prefer aluminized steel, aluminum guard. grab handle cab mounted right side.	<u>X</u>	___
AIR CLEANER:	Heavy duty, maximum available with restriction indicator in cab and pre-cleaner.	<u>X</u>	___
OIL FILTER:	Manufactures standard	<u>X</u>	___
COOLING SYSTEM:	Heavy duty rough services mounting or equivalent maximum available With Kysor fan drive or equivalent with auto on/off cross flow type radiator With 950 sq. in. minimum of charging air cooler Contractor to specify Frontal area and ambient temperature rating.	<u>X</u>	___
BUG SCREEN:	Radiator mounted behind grille 1/4" grid steel screen. Screen door material will not be accepted.	<u>X</u>	___
ELECTRICAL SYSTEM:	12 volt, 3 maintenance free batteries, 1950 CCA, minimum or equivalent aluminum battery box preferred with jump-start capabilities external of battery box at engine . Alternator rated at 130 AMP capacity. Starter 12-volt with thermal over crank protection. Circuit breakers with manual reset (main panel) SAE type III or equivalent with trip indicators	<u>X</u>	___
STEERING:	Power heavy duty full hydraulic, 2 Sheppard M-90/M-80, dual power or equivalent.	<u>X</u>	___
AIR COMPRESSOR:	16.0 CFM, minimum water cooled Bendix TU-FLO 750 or equivalent.	<u>X</u>	___
BRAKES:	Full air with water filters/driers, automatic drain valve, Bendix antilock brake system or equivalent. Color coded nylon brake lines or equivalent, air lines inside frame to meet all regulations. Front and rear automatic slack adjusters, front brakes S-Cam type, 16.5" by 5.0" minimum, rear brakes S-Cam type, 16.5" X 7.0" MINIMUM.	<u>X</u>	___
PARKING BRAKE:	Piggy back with auxiliary tank.	<u>X</u>	___

Attachment "D": (Continued)
12 YARD DUMP TRUCK SPECIFICATION

BIDDERS SHALL FILL IN THE FOLLOWING:

		<u>YES</u>	<u>NO</u>
FRAME:	Frame rail (s) heat treated alloy steel or equivalent, (110,000 PSI yield); 10.125" X 3.502" X 0.312"; 199" Thru 228" WB with 92" maximum AF or equivalent. The frame rail can either be a single or double type rail to equivalent to minimum 2,800,000 RBM.	X	—
FRONT AXLE:	I-Beam type (Meritor) (Rockwell) FL-941 or equivalent, 18,000-LB capacity or equivalent.	X	—
FRONT SUSPENSION:	Front springs multi-leaf, shackle type, 18,000-LB capacity less shock absorbers.	X	—
PROPSHAFTS:	1810 heavy duty main with 1710 HD inter-axle.	X	—
REAR AXLES:	Tandem, Meritor (Rockwell) RT-40-145P or equivalent, single reduction 40,000 LBS capacity with driver controlled main locking differential in rear-rear axle, lube oil pump and 200 wheel ends or equivalent vehicle will need to reach a speed of 75 MPH around a 4.88 gear ratio. Contractor to state ratio.	X	—
REAR SUSPENSION:	Tandem, (Hendrickson HN-402-52) or equivalent walking beam type 52" axle spacing, 40,000 LBS capacity, with rubber springs, with rubber end bushings, shock absorbers and transverse torque rods with bar pin type beam end adapters or equivalent. Contractor to state suspension.	X	—
WHEELS:	Front disc 22.5" painted steel white, 10-stud hub piloted flanged nut, metric mount 9.00" DC rims with steel hubs or equivalent rear dual disc 22.5" painted steel white 10-stud hub piloted flanged nut metric mount 8.25" DC rims with steel hubs rear wheel seals (Stemco guardian) or equivalent oil lubricated wheel bearings. Front wheel seals (Stemco guardian) or equivalent, oil lubricated wheel bearings.	X	—
TIRES:	Front two (2), 315/80R22.5 Unisteel G291 (Goodyear) or equivalent load range L, 20 ply. Rear eight (8) 11R22.5 Unisteel G167A, (Goodyear) or equivalent load range H, 16 PLY. TRAC.	X	—
BUMPER:	Heavy duty, painted steel swept back or equivalent two (2) front frame mounted tow hooks.	X	—
CAB:	Conventional insulated with fiberglass tilt hood and fenders with grille full tinted glass with legal factory tint , dual air horns, rectangular convex mirror mounted above right door for blind spots next to right side of cab, retractable mirrors both sides approximately 7" X 16" with non-motorized mirror heads and with separate 8' convex spot mirrors, grab handles each side turn signals markers lights and reflectors to meet all regulations. Electric horn under hood, heavy-duty windshield wipers steps on each side for entrance.	X	—
CAB INTERIOR:	Driver seat (Bostrom 910, S/N830068177 MDL T-910) or equivalent. Air suspension intermediate back all or part cloth isolated adjuster air lumbar support seat cushion and seat back angle adjustment left side armrest mounted inboard with vocational trim level. Passenger seat (National static Model 192) or equivalent non-suspension high back. All cloth with right side armrest with vocational trim level seat belts 3-point lap and shoulder belt type heater and defroster with fresh air provision with premium heater hoses. Interior trim vocational level vinyl or equivalent. Two sun-visors dome light. 17" to 21" diameter steering wheel dustproof waterproof container and store valuable documents two coat hoods additional power outlet for cell phone. Optional air off seat with four (4) ft. coiled air line with blow gun attached.	X	—

R-Wheel Ends

**Attachment "D": (Continued)
12 YARD DUMP TRUCK SPECIFICATION**

BIDDERS SHALL FILL IN THE FOLLOWING:

		<u>YES</u>	<u>NO</u>
FUEL TANKS:	Single 400 minimum 70 gallon, non-polished aluminum painted black Steel tank mounted left side under cab. Truck is driven off road and needs maximum ground clearance.	X	—
FUEL FILTERS:	Two (2) each primary and secondary screw-on-one-at-engine one at tank with water separator.	X	—
RADIO:	AM-FM stereo electronic turning and clock multiple dual cone speakers 2 minimum antenna mounted on left mirror and equivalent.	X	—
AIR CONDITIONING:	Maximum available factory installed internal cab no roof mounting.	X	—
INSTRUMENTATION:	Speedometer, odometer oil pressure gauge water temperature gauge engine hour meter volt meter fuel gauge tachometer dual air pressure gauges.	X	—
AUTOMATIC WARNING SYSTEM	Separate audible (above ambient levels) warning alarms for low engine oil pressure, system engine over temperature low air pressure. Shutdown system shall be activated to sense the slightest variation of these three systems if failing and automatically shut the engine down to prevent engine damage. Contractor or state which systems will be monitored by the auto-shut down system.	X	—
FENDERS:	Federal legal mud-flaps to cover rear wheels anti-sail type. Two (2) behind front tires.	X	—
RADIO NOISE SUPPRESSION:	Unit will be equipped with AM and mobile radio noise suppression package electric and components of the unit shall not interfere with signals received or transmitted by the mobile radio system nor shall the electric and electronic components for the unit be affected by the operation of the mobile transmitter or receiver.	X	—
BACK-UP ALARM:	Electric backup alarm 97dB minimum weatherproof and steam cleanable.	X	—
COLOR:	Cab body and wheels standard white and frame standard black.	X	—
WEIGHT DISTRIBUTION:	Contractor to supply with bid chart detailing weight on axles with full load to include net legal payload capacity.	X	—
SAFETY EQUIPMENT:	Fire extinguisher (5 lbs. all purpose) mounted in cab within easy reach of the operator safety triangle kit in cab all ladders steps and walking Areas shall be non-slip type.	X	—
BODY:	16 X 42 semi elliptical length of 16 ft. and 42 in. sides with a capacity of 12 -13 yards. Constructed of ¼ in. AR-400 material floor sides and ends crossmemberless design 8 in channel long sills with standard doghouse style hoist mount and 152 in. stroke with a 3 or 4 stage hoist cylinder. Air operated high lift tailgate a ½-cab guard and a fixed 12 in. spreader apron. Direct mount hot shift PTO and pump with air operated controls. A frame mounted hydraulic tank with a sight glass and steel fenders over drive axles. Control tower mounted next to seat. Heavy-duty anti-sail mud flaps led lights and reflectors to meet DOT safety standards and back-up alarm. Body to be prepped and painted with two (2) coats of white paint.	X	—

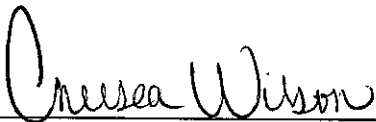
**Attachment "D": (Continued)
12 YARD DUMP TRUCK SPECIFICATION**

BIDDERS SHALL FILL IN THE FOLLOWING:

		<u>YES</u>	<u>NO</u>
HOIST:	Custom hoist model #24-4401-156, short sub frame type or equivalent. Front mounted single telescopic 3 or 4 stage cylinder, mounted hydraulic oil tank with shut off valve at tank. Hydraulic tank shall have a sight glass to determine fluid level. Heavy-duty two gear single speed hot shift rebuildable PTO with over speed. DOT safety body prop to hold up unloaded body, body up safety light in cab. Control pedestal in cab with safety cable controls for pump and PTO. Approximately 24-ton capacity NTEA 100 or equivalent.	<u>X</u>	—
PUMP:	Heavy duty, cast iron rebuild-able, integral pump and control valve approximately 27 GPM and 2,000 PSI capacity. Hot shift control, pressure lubricated.	<u>X</u>	—
LIGHTS:	Lights and reflector shall meet DOT requirements. Head-lights shall be sealed beam or equivalent and taillight and brake lights shall be led, built into the dump body not hanging on the suspension to collect dirt and debris.	<u>X</u>	—
PAINT:	All mill scale shall be removed prior to primer coat and two coats, Minimum of pure white urethane applied or equivalent.	<u>X</u>	—
TRAILER PACKAGE:	Holland PH-200 or equivalent one (1) Rigid type pintle hook with air Operated plunger 18,000 lbs. maximum vertical load, 80,000 lbs. G.C.W. (120,000 lbs. tensile). A trailer connector for an electric brake trailer with an in cab electric trailer brake and lighting. Also a trailer connector for and air brake trailer and lighting. There shall also be air brake lines, valves, and glad hands connections to the rear of the truck for pulling air brake trailers, and heavy duty D rings for safety chains. (see Attachment "B": Location of Trailer Plugs and Attachment "C": Inside of Trailer Plug)	<u>X</u>	—
WEIGHT CERTIFICATE:	At time of delivery to County Contractors shall furnish weight certificate from State of Arizona licensed public weighmaster showing the total Weight of vehicle fully built and empty cargo.	<u>X</u>	—
TARP SYSTEM:	Roll-rite polished aluminum 6000 systems tarp. Weighted, if available Super tough mesh tarp preferred. Full electric with controls on dash. Panel consisting of a heavy duty t three position spring loaded switch, A manual reset breaker for the motor side and a light indicating power Coming through the breaker on the battery side protecting the battery. The electric tarp system shall consist of the three main components. A tarp spool mounted on the body apron, heaviest duty available, A pivot set that will accommodate a tarp and tension bow that will specifically keep the tarp tight, eliminating tarp to blow in the wind model 1012 or equivalent, super duty spur and helical gearing with hardened steel gears and precision ground ball bearings or equivalent 3 years prorated warranty. Shall be of the four spring electric arm system or equivalent with replaceable parts. All parts will be polished aluminum which weigh less and stronger than most steel system for appearance and rust protection or equivalent. Heaviest duty mesh weighted material available and shall cover entire load. Tarp spool and tarp when mounted to truck cannot be over a height of 10'.	<u>X</u>	—

ATTACHMENT "E": (1 page)**Pre - Delivery Checklist**CONTACTOR Name: RWC Group

ITEM #	DESCRIPTION	MARK AN "X" IN EITHER YES OR NO COLUMN	
		YES	NO
1	Truck meets all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards and Arizona Department of Transportation regulations.	X	
2	Truck is manufactured and/or assembled in the United States.	X	
3	Original manufacturer's serial numbers are not altered in any way on all original documents.	X	
4	Truck is manufacturer's current model of production at time of delivery.	X	
5	Truck is new and unused and are not demonstrator models.	X	
6	Contractor guarantee delivery on or before June 20, 2018 .	X	
The following items must be attached upon delivery of equipment.			
7	Manufactures invoice un-altered with equipment serial number and PO number.	X	
8	Delivery ticket with equipment serial number and PO number.	X	
9	Arizona Motor Vehicle Inspections slip showing the equipment based inspections	X	
10	Maintenance-overhaul (shop) manuals	X	
11	Operator's manuals	X	
12	Wiring diagrams	X	
13	Service manuals	X	
14	Auxiliary equipment manuals	X	
15	Four (4) set of keys per truck	X	
16	Warranty brochures	X	
17	Brochures for all other general specifications	X	



CONTACTOR Authorized Signature

Chelsea Wilson

Printed Name

Account Manager

Title

ATTACHMENT "F": (1 PAGE)

CERTIFICATION OF STOCKING, SUPPLYING OF PARTS AND SERVICE PROGRAM

BIDDER SHALL CERTIFY THAT THEY ARE THE AUTHORIZED FACTORY REPRESENTATIVE AND GUARANTEE THAT THE EQUIPMENT CONTRACTOR BID AND FURNISH TO COUNTY SHALL BE COVERED BY MANUFACTURER'S WARRANTY FOR A ONE (1) YEAR PERIOD UNLIMITED MILES AND HOURS (ENGINE HAS A 5 YR./150,000 MILE WARRANTY WITH A MANUFACTURER'S STATED HOURLY WARRANTY AND THE TRANSMISSION HAS A 5 YR./250,000 MILE WARRANTY WITH A MANUFACTURER'S STATED HOURLY WARRANTY. SEE BELOW). BIDDER CERTIFIES THAT THEY DO STOCK AND MAINTAIN A COMPLETE LINE OF FACTORY PARTS AND MAINTAIN A COMPLETE SERVICE PROGRAM FOR THE AFOREMENTIONED EQUIPMENT THAT THEY BID. PLEASE FILL-IN ALL BLANK SPACES.

* **ENGINE WARRANTY TO COVER AT A MINIMUM: ENGINE COMPONENTS, TURBO(S), INJECTORS, WATER PUMP TO INCLUDE SEAL, ENGINE CONTROL MODULE, AND AFTER TREATMENT CONTROL MODULE AND SENSORS OR EQUIVALENT. NO DEDUCTIBLE.**

*ENGINE WARRANTY: 5 YEARS/150,000 MILE WARRANTY WITH A MANUFACTURER'S STATED HOURLY WARRANTY.

1 HOUR = 27 MILES

*TRANSMISSION WARRANTY: 5 YEARS/250,000 MILE WARRANTY WITH A MANUFACTURER'S STATED HOURLY WARRANTY.

1 HOUR = N/A MILES

NAME OF LOCAL WARRANTY REPAIR AGENCY: RWC Group

CLOSEST LOCATION OF PARTS: 3220 E Irvington Rd, Tucson, AZ 85714

CONTACT NAME: Clay Jackson TELEPHONE NUMBER: 520-343-2653

NAME OF LOCAL NON-WARRANTY REPAIR AGENCY: Same as above

CLOSEST LOCATION OF PARTS: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

PERCENTAGE DISCOUNT OFF OF PARTS: Under Contract% HOURLY CHARGE FOR LABOR: \$ 95.00 /HR

ATTACHMENT "G": Pricing Page (1 page)

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	12-Yard Dump Truck With Tarp System Model No.: <u>WorkStar 7600 6x4</u> Manufacture: <u>International</u> Year: <u>2019</u>	3	Ea.	\$ 134,500.00	\$ 403,500.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	\$ 403,500.00

Sales Tax Percentage: 6.1%

Sales Tax Amount per truck: \$ 8,204.5

Guaranteed Delivery After Receipt Of (A.R.O.): TBD

County must receive the dump trucks prior to fiscal year end -- **June 20, 2018**. Based on the estimated delivery time you stated above do you anticipate County being able to receive these dump trucks prior to **June 20, 2018**. Yes

No Explain: _____

EXTENDED WARRANTY OFFERED ON THE CASH PURCHASE:

Note: Please define specifically what is covered by the extended warranty and include a brochure explaining the coverage.

EXTENDED WARRANTY COST: \$ 1,836 (included in total) (EXCLUDING SALES TAX)

Submitted by (Printed name/Title) Chelsea Wilson, Account Manager

OW Initials