



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 12/1/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): RWC Group d.b.a. RWC International (Headquarters: Phoenix, AZ)

Project Title/Description:

Five (5) New Water Trucks

Purpose:

Award of Contract: Purchase Order No. PO-FS-16-64. Contract is a one time award in the amount of \$796,359.50.
Administering Department: Fleet Services.

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.010, Competitive Sealed Bidding, Solicitation No. 194184 was conducted to satisfy RQS 16-68. Eight (8) responses were received of which none were classified as Small Business Enterprise. Award is to low bidder.

Attached Documents: Notice of Recommendation for Award and Offer Agreement.

Program Goals/Predicted Outcomes:

To provide water trucks that will be utilized by multiple County departments to keep the dirt/dust down on road repairs and other projects to remain in compliance with local and State requirements.

Public Benefit:

Pima County departments will have the water trucks available when needed which will help reduce the need to rent this type of truck from outside businesses.

Metrics Available to Measure Performance:

Fleet Services tracks all usage, repairs, down-time, etc., for each truck.

Retroactive:

No.

Procure Dept 11/20/15 PM02:32

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To: COB - 11-20-15 (1)
Addendum

Original Information

Document Type: PO Department Code: FS Contract Number (i.e., 15-123): 16-64
Effective Date: 12/1/15 Termination Date: N/A Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 796,359.50 ☐ Revenue Amount: \$ _____
Funding Source(s): Internal Service Fund

Cost to Pima County General Fund: \$00.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Nancy Page mp 11/10/15 PA 11/12/15
Department: Procurement 11-16-15 Telephone: _____
Department Director Signature/Date: [Signature] 11/13/15
Deputy County Administrator Signature/Date: [Signature] 11-16-15
County Administrator Signature/Date: C. Puleo 11/16/15
(Required for Board Agenda/Addendum Items)

NOTICE OF RECOMMENDATION FOR AWARD

November 9, 2015

The Procurement Department hereby issues formal notice to respondents to Solicitation #194184 for Five (5) New Water 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 December 1, 2015.

Award is recommended to the Respondent submitting the Low Bid.

| <u>AWARDEE NAME</u> | <u>BID AMOUNT</u> | <u>AWARD AMOUNT</u> |
|------------------------------------|-------------------------------------|----------------------------|
| RWC Group DBA RWC International | \$796,359.50 (each \$159,271.90) | \$796,359.50 |

| <u>OTHER RESPONDENT NAMES</u> | <u>BID AMOUNT</u> |
|---|--------------------------|
| Arizona Truck Center DBA Vanguard Truck Center of Tucson | \$807,500.00 |
| Freightliner of Arizona – Primary | \$827,385.00 |
| Freightliner of Arizona – Alternate 1 | \$857,065.00 |
| Inland Kenworth | \$879,945.00 |
| Empire Southwest, LLC | \$885,105.00 |
| Freightliner of Arizona – Alternate 2 | \$904,930.00 |
| Titan Machinery | \$999,500.00 |

Issued by: Nancy Page, Commodity/Contracts Officer
Telephone Number: 724-3563

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

Electronic Copy to: Hyewon.shin@pima.gov - Pima County SBE Division

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a discrete Purchase Order contract to provide Pima County ("County") with Five (5) New 4,000 gallon tank Water Trucks as described herein, pursuant to a resulting executed and effective contract. It is County's intention to award to the low bidder meeting terms, conditions, and specifications herein. As defined by the attached Pima County Standard Terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation addenda, Instructions to Bidders, Standard Terms and Conditions, this Offer Agreement, Attachment A – Detailed Specifications, Attachment B – Specification Check-List, Attachment C – Certification of Stocking, Supplying of Parts and Service Program, Attachment D – Pricing Page, and Exhibit 1 – Reference Pictures*, 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 all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM:

The initial term of the agreement will be reflected by the discreet (one-time) purchase order(s).

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. **See Attachment A for additional information.**

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Brand names and manufacturers' numbers are for reference only. The items listed are the minimum specifications for this offer. If submitting an alternate product, a published specification sheet for each product must be submitted with the completed response. Pima County will have final determination on approved equals. **See Attachment A for additional information.**

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Purchase Order to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Purchase Order (PO) at the time of provision.

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 properly executed and issued by County. Any items provided in excess of that 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.

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

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

All Invoice documents will reference the County's Purchase Order (PO) number under which the services or products were ordered.

OFFER AGREEMENT

ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned 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 receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

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 Purchase Order (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 30 Days as above

The Purchase Order (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 for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is the intention of both parties that pricing shall remain firm.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order.

Delivery shall be to: Pima County Fleet Services, 1291 S. Mission Road, Tucson, AZ. 85713. Attn: Bob Charlton, Fleet Maintenance Manager. Please contact Bob @ 520-724-2614 at least forty-eight (48) hours in advance of delivery. All deliveries shall be made Monday through Friday from 8:00 A.M. to 3:00 P.M.

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Successful contractor shall retain title and control of equipment until it is delivered to Pima County, inspected and accepted – F.O.B Destination. The County will notify the successful contractor promptly of any damaged equipment and vendor shall make arrangements to repair/replace damaged equipment. See Attachment A for additional information.

If required to satisfy the guaranteed delivery interval Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

10. OTHER DOCUMENTS:

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 194184 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Contractor will provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days' prior written notice to COUNTY of cancellation, non-renewal or material change.

12. ACKNOWLEDGEMENT OF SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

| Addendum # | Date | Addendum # | Date | Addendum # | Date |
|------------|----------|------------|------|------------|------|
| 1 | 10-20-15 | | | | |
| | | | | | |

13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? Yes ☐ No ☒ (Select one)
 If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

THIS SECTION INTENTIONALLY LEFT BLANK

OFFER AGREEMENT14. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: RWC Group
BUSINESS ALSO KNOWN AS: RWC International
MAILING ADDRESS: 3220 E. Irvington Rd.
CITY/STATE/ZIP: TUCSON, AZ 85714
REMIT TO ADDRESS: Same
CITY/STATE/ZIP: _____
CONTACT PERSON NAME/TITLE: Chelsea Wilson, Account Manager
PHONE: (520) 879-4321 FAX: (520) 620-6066
CONTACT PERSON EMAIL ADDRESS: CWilson@rwcgroup.com
EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED: Same
CORPORATE HEADQUARTERS LOCATION:
ADDRESS: 600 N 75th Ave.

CITY, STATE, ZIP: Phoenix, AZ 85043

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 may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: Chelsea Wilson DATE: 10-30-15

Chelsea Wilson, Account Manager
PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: (520) 879-4321 CWilson@rwcgroup.com

PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION:

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made 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 section 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. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE:

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed 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 and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. 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 the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. 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. Such extension of delivery times will not be valid unless extended 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.

Contractor will not be held 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, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned 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 considered 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 are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

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

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 all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail 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 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 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 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 of cancellation of 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 sustained by COUNTY 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 provided by law or under the contract.

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 certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

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 developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are 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 transacted between the requesting party and Contractor. Contractor shall hold 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 can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of 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. Contractor may be required 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, save and hold harmless Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Pima County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for Pima County.

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. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought 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.

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 INFORMATION:

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

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 supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract.

Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered 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 reasonably requested by COUNTY 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 and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials 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 Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed 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 all other requirements for execution have been met.

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.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

ATTACHMENT A – DETAILED SPECIFICATIONS

MINIMUM REQUIREMENTS (MUST BE MET):

1. All trucks shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards, and Arizona Department of Transportation regulations.
2. Trucks offered shall be manufactured and/or assembled in the United States.
3. Original manufacturers' serial number shall not be altered in any way.
4. Trucks shall be manufacturer's current model in production at time of delivery.
5. Trucks shall be new and unused. (Demonstrator models shall not be acceptable).
6. Contractors must be an authorized dealer/reseller for at least three (3) years for the manufacturer of equipment being proposed to Pima County. Upon request by Pima County vendor must provide proof of this authorization within two (2) days of initial request.
7. Successful contractor shall have final built trucks inspected and approved for use by the Arizona Motor Vehicle Division. Approved inspection slip shall be delivered simultaneous with truck delivery.
8. Successful 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. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support **shall be submitted with the bid.**
9. The warranty period shall be 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 Pima County.
10. The successful contractor shall be responsible for all repairs needed within the warranty period. Contractor shall determine if the repairs required are to be accomplished by the body builder or the manufacturer, (cab & chassis). The successful contractor will then be responsible for delivering the truck(s) to the proper warranty facility for repairs. After proper repairs are complete, truck(s) shall be returned to the Fleet Services Department. Please refer to **Attachment C** for the Certification of Stocking, Supplying of Parts and Service Program.
11. The successful contractor is to provide towing, anywhere within Pima County, at no charge to Pima County for warranty related breakdown/repairs to their facility or to the appropriate warranty dealer. Once the vendor is notified of a breakdown, the unit must be picked up within four (4) hours.
12. Contractor shall **submit with bid response** a comprehensive list (**a build sheet**) detailing each of the specifications of the proposed truck that separately address each of the specifications as set forth in this bid.
13. Brochures on the proposed truck may be submitted with bid giving complete specifications and other general data on the truck and equipment.
14. Warranty brochures **shall be submitted with bid** explaining the warranty coverage and defining specifically what is covered by warranty.

The following documents shall be provided to Pima County upon delivery of **each truck**:

1. **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
2. Warranty Document.
3. Manufacturer's unaltered invoice
4. A copy of Attachment "B" - Specification Checklist. Original check list should have been submitted with bid response.
5. Invoice specifying the purchase order number and the serial number of the truck.
6. Arizona Motor Vehicle Inspection slip showing the vehicle/equipment has passed inspection
7. Successful contractor receiving award shall provide 2 each CD's or thumb drives for the following (a-d):
 - a. Maintenance-Overhaul (shop) manuals*
 - b. Operator's and Service manuals*
 - c. Wiring Diagrams*
 - d. Manuals for auxiliary equipment*
 - e. Per truck - Four (4) sets of keys
8. Contractor shall **submit with bid response** a chart detailing weight on axles with full load to include net legal payload capacity.

*Successful contractor may also provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

All items in Attachment B must be answered and returned with bid response. Failure to not answer all items may be cause for rejection as non-responsive. Contractor shall fill in the following based on the equipment you are offering to Pima County per this solicitation. If your response is "No" to a specification you must supply a detailed explanation (separate sheet) of what you are bidding and how it will impact the end performance of the trucks.

BIDDERS SHALL FILL IN THE FOLLOWING:

YES NO

WHEELBASE: 216" approx. Vendor to state length: 211C.A. 145" approx. Vendor to state length: 143.9GVWR: 58,000 LBS MINIMUM X —

ENGINE: DIESEL, 440 H.P. NET MINIMUM AT RATED RPM 475 HP
 12.4 LITER MINIMUM, 1550 MINIMUM FT. LB. TORQUE 1700 LB-FT Torque
 NET AT RATED RPM WITH ELECTRONIC CONTROLS.
 ENGINE COMPRESSION BRAKE WITH THREE PHASE SWITCH OR EQUIVALENT. ENGINE WARRANTED FOR 5 YEARS/ 150,000 MILES*. VENDOR SHALL STATE WARRANTY PERIOD BEING PROPOSED. ENGINE BID MUST BE AN ACCEPTABLE MATCH TO THE TRANSMISSION AS CERTIFIED BY THE TRANSMISSION MANUFACTURER. ENGINE SHALL MEET THE 2015 EMISSION STANDARDS. VENDOR TO STATE ENGINE MAKE AND MODEL OF ENGINE BID. X —

* See Attachment C for specifics on this warranty

State warranty being proposed: 60/200k See attached warrantyState engine make and model being bid: N13

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. LB. TORQUE NET INPUT MINIMUM. TRANSMISSION WARRANTED FOR 5 YEARS/250,000 MILES. CASTROL TRANSYND IS TO BE INSTALLED AT THE FACTORY. VENDOR SHALL STATE WARRANTY. X —

State warranty being proposed: 3year man. 2year extended

EXHAUST: MAXIMUM DIAMETER AVAILABLE, VENDER SHALL STATE VERTICAL STACK WITH SHIELD, FORMED AT TOP TO PREVENT RAIN ENTERING OR EQUIPPED WITH A RAIN CAP, HEIGHT FROM GROUND 10' MAXIMUM. DPF FILTER LOCATED UNDER CAB ON THE RIGHT SIDE. PREFER ALUMINIZED STEEL, ALUMINUM GUARD, GRAB HANDLE CAB MOUNTED RIGHT SIDE. X —

Maximum diameter available on model being bid: 7 1/4"

AIR CLEANER: HEAVY DUTY, MAXIMUM AVAILABLE, WITH RESTRICTION INDICATOR IN CAB AND PRE-CLEANER. X —

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

BIDDERS SHALL FILL IN THE FOLLOWING:

YES NO

OIL FILTER: MANUFACTURES STANDARD

X —

COOLING SYSTEM: HEAVY DUTY ROUGH SERVICE MOUNTING OR EQUIVALENT, MAXIMUM AVAILABLE WITH KYSOR FAN DRIVE OR EQUIVALENT WITH AUTO ON/OFF. CROSS FLOW TYPE RADIATOR WITH 950 SQUARE INCHES MINIMUM, OF CHARGING AIR COOLER. VENDOR TO SPECIFY FRONTAL AREA AND AMBIENT TEMPERATURE RATING.

X —

State ambient temperature rating: 300°F inside engine compartment

BUG SCREEN: RADIATOR-MOUNTED BEHIND GRILLE 1/4" GRID STEEL SCREEN. SCREEN DOOR MATERIAL WILL NOT BE ACCEPTED.

X —

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 OR AT ENGINE. ALTERNATOR RATED AT 130 AMP 160 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

X —

STEERING: POWER, HEAVY DUTY, FULL HYDRAULIC, (2) SHEPPARD M-90/M-80, DUAL POWER OR EQUIVALENT.

X —

AIR COMPRESSOR: 16.0 CFM, MINIMUM, WATER COOLED, BENDIX TU-FLO 750 OR EQUIVALENT.

X —

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.

X —

PARKING BRAKE: PIGGY BACK WITH AUXILIARY TANK

X —

FRAME: FRAME RAILS 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. FRAME REINFORCEMENT OUTER "C" CHANNEL, HEAT TREATED ALLOY STEEL (110,000 PSI YIELD) 10.813" X 3.812" X 0.312"; 199" THRU 228" WB WITH 92" MAXIMUM AF OR EQUIVALENT. MINIMUM OF 2,800,000 RBM.

X —

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

BIDDERS SHALL FILL IN THE FOLLOWING:

| | | <u>YES</u> | <u>NO</u> |
|-------------------|--|------------|-----------|
| FRONT AXLE: | I-BEAM TYPE (MERITOR ROCKWELL) FL-941 OR EQUIVALENT, 18,000-LB CAPACITY OR EQUIVALENT. | <u>X</u> | — |
| FRONT SUSPENSION: | FRONT SPRINGS MULTILEAF, SHACKLE TYPE, 18,000-LB CAPACITY LESS SHOCK ABSORBERS | <u>X</u> | — |
| PROPSHAFTS: | 1810 HEAVY DUTY MAIN WITH 1710 HD INTER-AXLE. | <u>X</u> | — |
| REAR AXLES: | TANDEM, MERITOR (ROCKWELL) MT-40-14X-P OR EQUIVALENT, SINGLE REDUCTION 40,000 LB. CAPACITY WITH DRIVER CONTROLLED MAIN LOCKING DIFFERENTIAL IN REAR-REAR AXLE, LUBE OIL PUMP AND 200 WHEEL ENDS OR EQUIVALENT. TRUCK WILL NEED TO REACH A SPEED OF 75 MPH AROUND A 4.88 GEAR RATIO. VENDOR TO STATE RATIO. | <u>X</u> | — |
| | State gear ratio on model being bid: <u>4.88</u> | | |
| REAR SUSPENSION: | TANDEM, (HENDRICKSON HN-402-52) OR EQUIVALENT WALKING BEAM TYPE 52" AXLE SPACING, 40,000 LB CAP. WITH RUBBER SPRINGS, WITH RUBBER END BUSHINGS SHOCK ABSORBERS AND TRANSVERSE TORQUE RODS WITH BAR PIN TYPE BEAM END ADAPTERS OR EQUIVALENT. VENDOR TO STATE SUSPENSION. | <u>X</u> | — |
| | State suspension on model being bid: <u>Hendrickson HMX-400-52</u> | | |
| WHEELS: | FRONT DISC, 22.5" PAINTED STEEL, WHITE, 10-STUD HUB PILOTED, FLANGED NUT, METRIC MOUNT, 8.25 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. | <u>X</u> | — |
| | 9.00 DC Rims required to get complete GVWR | | |
| TIRES: | FRONT, (2) 315/80R22.5 UNISTEEL AMO6 (HANKOOK) EQUIVALENT, LOAD RANGE L, 20 PLY. REAR, (8) 11R22.5 UNISTEEL G167A (GOODYEAR) OR EQUIVALENT. LOAD RANGE H, 16 PLY, TRAC. | <u>X</u> | — |
| | State brand of tires being bid: <u>Continental</u> | | |
| BUMPER: | HEAVY DUTY, PAINTED STEEL, SWEPT BACK OR EQUIVALENT. TWO FRONT FRAME MOUNTED TOW HOOKS. | <u>X</u> | — |

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

BIDDERS SHALL FILL IN THE FOLLOWING:YES NO

| | | | |
|------------------------------|---|---|---|
| CAB: | CONVENTIONAL, INSULATED, WITH FIBERGLASS TILT HOOD AND FENDERS WITH GRILLE. FULL TINTED GLASS, 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 LEFT HEAD NON-MOTORIZED AND RIGHT HEAD MOTORIZED WITH A SEPARATE 8" CONVEX SPOT MIRRORS, GRAB HANDLES EACH SIDE, TURN SIGNALS, MARKER 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 ARM REST MOUNTED INBOARD, WITH VOCATIONAL TRIM LEVEL. PASSENGER SEAT (NATIONAL STATIC MODEL 192) OR EQUIVALENT, NON-SUSPENSION, HIGH BACK, ALL CLOTH WITH RIGHT SIDE ARM REST, 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 SUNVISORS, DOME LIGHT. 17"- 21" APPROX. DIAMETER STEERING WHEEL, DUSTPROOF, WATERPROOF CONTAINER TO STORE VALUABLE DOCUMENTS, TWO COAT HOOKS, ADDITIONAL POWER OUTLET FOR CELL PHONE. OPTIONAL AIR OFF SEAT WITH 4 FOOT COILED AIR LINE WITH BLOW GUN ATTACHED. | X | — |
| FUEL TANKS: | SINGLE 95 GALLON MINIMUM, NON-POLISHED ALUMINUM TANK MOUNTED LEFT SIDE UNDER CAB. 100 gal TRUCK IS DRIVEN OFF ROAD AND NEEDS MAXIMUM GROUND CLEARANCE. | X | — |
| FUEL FILTERS: | TWO EACH, SCREW ON, ONE AT ENGINE, ONE AT TANK WITH WATER SEPARATOR | X | — |
| RADIO: | AM-FM STEREO, AMERICAN MADE, FACTORY ELECTRONIC TUNING AND CLOCK, MULTIPLE DUAL CONE SPEAKERS TWO (2) MINIMUM. MOUNTED ANTENNA OR 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 | — |

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

BIDDERS SHALL FILL IN THE FOLLOWING:YES NO**AUTOMATIC
WARNING
SYSTEM:**

SEPARATE AUDIBLE (ABOVE AMBIENT LEVELS)
ALARMS FOR LOW ENGINE OIL PRESSURE, ENGINE
OVER TEMPERATURE, LOW AIR PRESSURE.
SHUTDOWN SYSTEM SHALL BE ACTIVATED TO
SENSE THE SLIGHTEST VARIATION OF THESE
THREE SYSTEMS, IF FAILING, AND AUTOMATTICALLY
SHUT THE ENGINE DOWN TO PREVENT ENGINE DAMAGE.
VENDOR TO STATE WHICH SYSTEMS WILL BE
MONITORED BY THE AUTO SHUT/DOWN SYSTEM.

X —State systems that will be monitored: Navistar DLB**FENDERS:**

FENDERS MADE WITH WATER TANK BODY FEDERAL LEGAL
MUDFLAPS 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
ELECTRONIC COMPONENTS OF THE UNIT SHALL NOT
INTERFERE WITH SIGNALS RECEIVED OR TRANSMITTED
BY THE MOBILE RADIO SYSTEM, NOR SHALL THE ELECTRIC
AND ELECTRONIC COMPONENTS OF 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
FRAME - STANDARD BLACK

X —**SAFETY
EQUIPMENT:**

FIRE EXTINGUISHER (5 LB 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:**

WATER TANK (MATERIAL SHELL, ENDS, BAFFLES AND
BELLY PLATE) SHALL BE CONSTRUCTED OF A MINIMUM
OF 7-GAUGE STAINLESS STEEL FRONT AND CENTER
WATER TANK MOUNTS SHALL BE SPRING MOUNTED AND
THE REAR TANK MOUNT SHALL BE SOLID MOUNTED
TO PREVENT CRACKING OR BREAKAGE IN THE TANK.
TANK WILL BE 4,000 GAL. APPROX. 96" W x 62"H x 180"L
SHAPE MODIFIED ELLIPSE MOUNTED TO PROVIDE LOWEST
CENTER OF GRAVITY. TANK ENDS WELDED 360 DEGREES
ON BOTH SIDES, BAFFLES (2) EVENLY SPACED WITH A 20"
CRAWL HOLE, WELDED 360 DEGREES ON BOTH SIDES. **TOP
OF TANK WITH A 24" DIA. (MINIMUM) MANHOLE FOR FILLING,**
INSPECTIONS, AND MAINTENANCE APPROXIMATELY 4" HIGH
WITH HINGED COVER AND NON-SKID RIGHT SIDE OF FRAME
TO HAVE SIGN RACKS TO FIT 3 SIGNS AT SIGN BRACKET
SPACING FROM 19-24 INCHES **(PICTURE #1)** LADDER, HAND
HOLDS, NON-SKID STEPS TO LADDER **(PICTURE #2)** FOR
STEPS AND HAND HOLD AND WALKWAY FOR ACCESS

ATTACHMENT B – SPECIFICATION CHECK-LIST

Five (5) New Water Trucks

BIDDERS SHALL FILL IN THE FOLLOWING:**YES NO****BODY: CONTINUED**

MOUNTED ON REAR OF TANK. A TOOL BOX (PICTURE #3) BUILT BETWEEN FRAME IN THE REAR OF TRUCK TO BE FRAME WIDTH AND DEPTH AND APPROX. 24" LONG, BOTTOM AND FRONT SIDE MADE WITH STRETCH METAL MINIMUM 1/8" THICK STEEL, ALONG WITH A LOCKABLE HINGED LID. WATER TANK SHALL BE MOUNTED WITH THREE (3) MOUNTS PER SIDE WITH VULCANISED WEAR SPACER OR EQUIVALENT MOUNTED BACK FLOW DEVICE AND LOCK PINS (PICTURE #2) TWO (2) WORK LIGHTS ON THE REAR OF THE TANK (PICTURE #5), CONTROLS INSIDE CAB.

X

—

DRAIN:

DRAIN AND SUMP WITH ANTI-SWIRL BAFFLE DRAIN 4" NPT WITH WELDED FLANGE

X

—

POWER TAKE OFF:

AIR OPERATED HOT SHIFT WITH ADJUSTABLE OVERSPEED CONTROL AND CAB MOUNTED PTO ON INDICATOR LIGHT.

X

—

FILL SYSTEM:

FILL PIPE SHALL BE PERMANENTLY PLUMBED INTO THE REAR OF TANK WITH A ONE WAY VALVE. A PLATFORM (PICTURE #4) AND ROUGH PLUMBING FOR CITY OF TUCSON WATER METER (MOUNTING AND INSTALLATION WILL BE PERFORMED BY PIMA COUNTY AT A LATER DATE) PUMP INTAKE PLUMBED TO HAVE POND FILL PICK-UP. SIGHT GAUGE SHALL BE PLACED IN THE FRONT AND REAR OF TANK AT THE FILL PIPE TO ALLOW OPERATOR TO OBSERVE TANK LEVEL, (SEE LAST PICTURE ON REVISED EXHIBIT 1) WITH SHUTOFF VALVES AT EACH END, REAR MOUNTED ON THE TANK OVER FLOW PIPE WITH A MANUAL VALVE TO INDICATE WHEN LEGAL WEIGHT LIMIT IS REACHED WHEN TANK IS FILLED WITH WATER WEIGHTING 8.3 POUNDS PER GALLON.

X

—

HYDRAULIC PUMP:

HEAVY DUTY, CAST IRON REBUILDABLE, INTEGRAL PUMP AND CONTROL VALVE. APPROXIMATELY 27 GPM AND 2,000 PSI CAPACITY. HOT SHIFT CONTROL, PRESSURE LUBRICATED.

X

—

SPRAY SYSTEM:

PTO DRIVEN HYDRAULIC PUMP TO TURN HYDRAULIC MOTOR ON WATER PUMP WITH SUFFICIENT HYDRAULIC COOLER. CAST IRON AND REBUILDABLE WATER PUMP EQUIVALENT TO A BERKLEY/PENTAIR MODEL B4ZRKS (PREFERRED) TO DELIVER 600 GPM TO SPRAY HEADS. PUMP MOUNTING BRACKET PLATFORM NEEDS TO HAVE A MINIMUM OF 12 INCH GROUND CLEARANCE. (PICTURE #6), RIGHT HAND SIDE MOUNTED FLUSHER. RIGHT HAND CENTER MOUNTED SPRAY HEAD WITH SEPARATE AIR OPERATED VALVE. FIVE (5) 3" SPRAY HEADS WITH 360 DEGREE SWIVEL LOCATED AS FOLLOWS:

(2) SPRAY HEADS LOCATED AT THE REAR CORNERS OF TANK, (2) SPRAY HEADS LOCATED IN FRONT CORNER OF TRUCK TOP OF BUMPER (1) SPRAY HEAD LOCATED TOWARD BOTTOM, FRONT OF TANK RIDE SIDE AIR OPERATED WITH INDIVIDUAL CONTROLS TO ACTUATE EACH OF THE FIVE (5) SPRAY HEADS.

ATTACHMENT B – SPECIFICATION CHECK-LIST**Five (5) New Water Trucks****BIDDERS SHALL FILL IN THE FOLLOWING:****YES NO****SPRAY SYSTEM:
(CONTINUED)**

A 2" JET VALVE MOUNTED AT THE FRONT MANIFOLD SCHEDULE 40 BLACK PIPE USED EXCLUSIVELY ON PLUMBING SYSTEM. SOFT COUPLER INSTALLED WHERE TRUCK PLUMBING MEETS THE TANK TO PREVENT WELDED PIPES FROM CRACKING. GRAVITY BAR WITH DETACHABLE END CAPS FOR CLEANING PURPOSES AND AIR OPERATED VALVE AND MANUAL OVER RIDE VALVE. NON-PRESSURIZED GRAVITY FLOW HOSE FITTING TO BE PLUMBED INTO PIPING AT REAR.

X **LIGHTS:**

LIGHTS AND REFLECTOR SHALL MEET DOT REQUIREMENTS. ALL LIGHTS SHALL BE SEAL BEAM HEADLIGHTS AND ALL OTHER LIGHTS TO BE LED OR EQUIVALENT AND TWO (2) FEDERAL SIGNAL QUADAFLARE MODEL #QL-64-XFA (PICTURE #5) WARNING LIGHTS MOUNTED IN THE REAR OF TRUCK. TAILLIGHT AND BRAKE LIGHTS SHALL BE BUILT INTO THE BODY TO KEEP CLEAN FROM DEBRIS. REAR MOUNTED WORK LIGHTS TWO (2) AT REAR OF TANK WITH SWITCHES IN CAB (PICTURE).

X **PAINT:**

ALL MILL SCALE SHALL BE REMOVED PRIOR TO PRIMER COAT AND TWO COATS, MINIMUM, OF PURE WHITE URETHANE APPLIED OR EQUIVALENT.

X **TRAILER PACKAGE:**

HOLLAND PH-200 OR EQUAL. RIGID TYPE PINTLE HOOK WITH AIR-OPERATED PLUNGER, 18,000 LBS. MAXIMUM VERTICAL LOAD, 80,000 LBS. PINTLE HOOK MEASURES FROM THE GROUND TO THE INSIDE BOTTOM OF THE HITCH IS 22-23 INCHES HIGH. G.C.W. (120,000 LB TENSILE) ELECTRICAL TRAILER BRAKE AND LIGHT HOOK UP. 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.

X **WEIGHT
DISTRIBUTION:**

VENDER TO SUPPLY WITH BID, CHART DETAILING WEIGHT ON AXLES WITH FULL LOAD TO INCLUDE NET LEGAL PAYLOAD CAPACITY.

X **WEIGHT
CERTIFICATE:**

AT TIME OF DELIVERY TO PIMA COUNTY VENDORS SHALL FURNISH WEIGHT CERTIFICATE FROM STATE OF ARIZONA LICENSED PUBLIC WEIGHMASTER SHOWING THE WEIGHT OF TRUCK FULLY BUILT.

X

INSPECTION: AFTER TRUCK IS BUILT, VENDOR SHALL HAVE TRUCK INSPECTED BY STATE OF ARIZONA MOTOR VEHICLE DIVISION. INSPECTION SLIP SHALL BE DELIVERED AT THE TIME OF THE TRUCK DELIVERY.

ATTACHMENT C - CERTIFICATION OF STOCKING, SUPPLYING OF PARTS AND SERVICE PROGRAM

CONTRACTOR SHALL CERTIFY THAT THEY ARE THE AUTHORIZED FACTORY REPRESENTATIVE AND GUARANTEE THAT THE EQUIPMENT THEY BID AND FURNISH TO PIMA 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)**. CONTRACTOR 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 = 27.778 MILES (PLEASE FILL IN IF APPLICABLE) 60 months / 200K miles / 7,200 hours

*TRANSMISSION WARRANTY: 5 YEARS/250,000 MILE WARRANTY WITH A MANUFACTURER'S STATED HOURLY WARRANTY.
1 HOUR = _____ MILES (PLEASE FILL IN IF APPLICABLE) N/A

NAME OF LOCAL WARRANTY REPAIR AGENCY: RWC Group

CLOSEST LOCATION OF PARTS: RWC Group, Tucson, AZ

CONTACT NAME: Chelsea Wilson TELEPHONE NUMBER: (520) 879-4321

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

CLOSEST LOCATION OF PARTS: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

State Contract Prices

PERCENTAGE DISCOUNT OFF OF PARTS: 1 % HOURLY CHARGE FOR LABOR: \$ 98 /HR

ATTACHMENT D - PRICING PAGE

All information must be filled out in order for the response to be evaluated. Do not include sales tax in any prices. Unit price offered shall include all incidental and associated costs (excluding sales tax) required to comply with and satisfy all requirements referred to or included in this solicitation.

| <u>ITEM</u> | <u>QTY.</u> | <u>DESCRIPTION</u> | <u>UNIT PRICE</u> | <u>EXTENDED PRICE</u> |
|-------------|-------------|---|----------------------|-----------------------|
| 1. | 5 ea | New Water Trucks, per specifications as described herein. | \$ <u>159,271.90</u> | \$ <u>796,359.50</u> |
| TOTAL: \$ | | | | <u>796,359.50</u> |

List the Brand/Model you are bidding: International WorkStar Year: 2016

State the estimated delivery time if you receive the above order? 120 (Days) Weeks ARO (circle one)

Pima County would like to receive these Water trucks prior to fiscal year end -- **June 30, 2016**. Based on the estimated delivery time you stated above do you anticipate Pima County being able to receive these Water Trucks prior to **June 30, 2016**? Yes X No _____ Explain: _____