



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Award Contract Grant

Requested Board Meeting Date: May 15, 2018

* = Mandatory, information must be provided

or Procurement Director Award

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

RDO Construction Equipment Co. D.B.A. RDO Equipment Co., (Headquarters: Fargo ND)

***Project Title/Description:**

Bucket Wheel Loaders (2)

***Purpose:**

Award: Purchase Order No. PO-PO-18-92. This contract is for a one-time award in the not-to-exceed amount of \$361,270.50 (including sales tax). Administering Department: Fleet Services

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 287739 was conducted. Four (4) responses were received. One response was deemed non-responsive. Award is to the lowest, responsive and responsible bidder.

PRCUID: 287739

Attachments: Notice of Recommendation of Award and Purchase Order

***Program Goals/Predicted Outcomes:**

To purchase the best quality bucket wheel loaders at the best price.

***Public Benefit:**

To acquire the highest quality bucket wheel loaders for Pima County Transportation Department to maintain the roads throughout Pima County also to maintain the waste ponds for the Regional Waste Water Department.

***Metrics Available to Measure Performance:**

Measure the amount of work hours performed using the bucket wheel loaders loading dump trucks. Additional metric will monitor the down time of loaders not available due to repairs or service.

***Retroactive:**

No

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e.,15-123): 18-92

Effective Date: 05/15/18 Termination Date: 06/30/18 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 361,270.50 Revenue Amount: \$ _____

*Funding Source(s) required: 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, CPPB *ju*

Department: Procurement *Maria Julia Canizales* 4/18/18 Telephone: 724-8167

Department Director Signature/Date: _____ *[Signature]* 4/19/18

Deputy County Administrator Signature/Date: _____ *[Signature]* 4-19-18

County Administrator Signature/Date: _____ *[Signature]* 4/19/18
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 18, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 287739 for Bucket Wheel Loaders 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 May 15, 2018.

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

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
RDO Construction Equipment Co. D.B.A RDO Equipment Co.	\$340,500.00	\$361,270.50 (sales tax included)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Titan Machinery Inc.D.B.A. Titan Machinery Rentals, Titan Truck Center, Titan Outlet (Primary Bid)	\$344,034.00
Titan Machinery Inc.D.B.A. Titan Machinery Rentals, Titan Truck Center, Titan Outlet (Alternate Bid)	\$348,614.00
Arnold Machinery Company	Non-Responsive

Issued by: Maria Julia Canizales, CPPB

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:1800000000000000092

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	RDO Construction Equipment CO DBA: RDO Equipment CO 5051 S OUTLET CENTER DR TUCSON AZ 85706	Contact: LISA ROBERTS Phone: 520-294-5262 Email: lroberts@rdoequipment.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: 04-18-2018 PO Description Bucket Wheel Loaders Modification Reason This contract is for a one-time award in the not-to-exceed amount of \$361,270.50 (including sales tax). Attachment: Offer Agreement.	Total: \$361,270.50 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:1800000000000000092

PO Version: 1

Page: 2 of 2

Line	Description			Line Subtotal			Delivery Date
1	John Deere 624K II 2018			\$340,500.00			06-25-2018
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$170,250.00				

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Purchase Order ("PO") to provide Pima County ("County") with two (2) 3.5 yard wheel loaders with bolt on cutting blade.

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

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. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must be an authorized seller of wheel loaders for a minimum of three (3) consecutive years. Business license/documents must be attached.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. Provide Address of Tucson location: 5051 S Outlet Center Drive Tucson AZ 85706	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Contractor must deliver the equipment and invoice on or before June 25, 2018.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The Contractor shall provide two (2) 3.5 yard bucket wheel loaders as specified in Attachment A: Specifications.

5. 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 PO 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.

6. 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.

7. COMPENSATION & PAYMENT:

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

County will compensate Contractor in accordance with Attachment F: Pricing Page.

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 will 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 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 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 performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO document. 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 Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

8. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the *Instructions to Offerors, Standard Terms and Conditions* and to the location(s) on the PO document.

Define delivery locations; Fleet Services Department
 1291 S. Mission Road
 Tucson, AZ 85713

Contractor guarantees delivery of equipment on or before **June 25, 2018**. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

County is exempt from federal excise taxes for goods. 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 the contract expressly includes such charges and the solicitation documents itemize them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 287739 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.

11. 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. The Contractor is free to purchase additional insurance that required by the County. 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, personal/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 – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

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.

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.

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.

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.

12. PERFORMANCE BOND: NONE**13. 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
NO. 1	03-19-2018	NO. 2	04-06-2018	NO. 3	04-09-2018
NO. 4	04-10-2018	NO. 5	04-10-2018		

14. 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)

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** RDO Construction Equipment Co.**BUSINESS ALSO KNOWN AS:** RDO Equipment Co.**MAILING ADDRESS:** P.O. Box 27267**CITY/STATE/ZIP:** Tucson AZ 85726**REMIT TO ADDRESS:** P.O. Box 27267**CITY/STATE/ZIP:** Tucson AZ 85726**CONTACT PERSON NAME/TITLE:** John Davis, Sales Professional**PHONE:** 520-294-5262 office, 520-429-9064 cell **FAX:** 520-573-1295**CONTACT PERSON EMAIL ADDRESS:** jpdavis@rdoequipment.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** lroberts@rdoequipment.com**CORPORATE HEADQUARTERS ADDRESS:** 700 7th Street S, Fargo ND 58103**WEBSITE:** www.rdoequipment.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 must 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:  _____**DATE:** 4/10/18

John Davis, Sales Professional

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**PHONE AND E-MAIL:** 520-294-5262 office, 520-429-9064 cell, jpdavis@rdoequipment.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 as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (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 one or more Contractor(s) that submitted the lowest responsive bid(s) that COUNTY determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid or Proposal document, COUNTY will determine the low or 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 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 proposed by Contractor.

3. AWARD NOTICE:

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, 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, they 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 a proposal, 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 will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will 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 the COUNTY's Procurement Code requires. 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 that COUNTY will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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 an authorized representative of COUNTY extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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 is not 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. No verbal agreement for adjustment is acceptable.

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 place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and COUNTY may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

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 delivery meets 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 should fail to conform to the specifications thereof, or to the sample that Contractor submitted, 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 MA or Purchase Order ("PO") 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 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 MA, PO 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 proposal 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 COUNTY finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then COUNTY will terminate any contract so awarded and that person or entity will 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 has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. 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 within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use COUNTY contracts 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 MA, PO, 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:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a contractor licensed by ROC to perform those services in Arizona will provide such services. 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 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.

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 MAs or POs 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 in the event of a contract award.

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 the contract specifically states otherwise. Such tools and documentation are the property of COUNTY and will be marked, as is

practical, as the "Property of Pima County" and 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 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 has 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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any MA, PO, Delivery Order, DOM 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 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: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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 MA or PO that COUNTY awards 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 MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that COUNTY does not have authority to enter into the MA or PO, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

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 MA, PO, DO or DOM 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 that it directly employs. 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 that a court finds 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 COUNTY otherwise specifies and agrees in writing, 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 - Detailed Specifications (1 page)**A. Specification:**

1. Contractor must provide two (2) 3.5 yard bucket wheel loaders that meet all the latest revised Federal and State Emission Standards, if applicable, Occupational Safety and Health Administration (OSHA) and Arizona Department of Transportation (ADOT) regulations. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. The 3.5 yard bucket wheel loaders offered are manufactured or assembled in the United States. Contractor must provide two (2) 3.5 yard bucket wheel loaders that are manufacturer's current model, in production at time of delivery and must be new and unused. (Demonstrator models will not be acceptable).
2. Contractor must 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 provided upon request.
3. Contractor's warranty will be for a minimum period of five (5) years or 5000 hours for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to County. During the first year of the five (5) year warranty period, transporting of the equipment to and from the repair facility and field trip charges will not be an additional charge to County, if it cannot be repaired in the field. Once the Contractor is notified of a breakdown, the unit must be addressed within four (4) hours unless other arrangements have been made with Fleet Services (Fleet).
4. Contractor will provide authorized trained personnel to train County personnel on the operation and service of the 3.5 Yard Bucket Wheel Loaders at no additional cost to the County. Fleet will contact Contractor to schedule training.
5. Contractor may also 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.
6. All deliveries will be made Monday through Friday from 8:00 A.M. to 2:00 P.M. Successful respondent shall be required to give Mr. Bob Charlton, Pima County Fleet Services Department, 1291 S. Mission Road, Tucson, AZ 85713, or his authorized representative of the Fleet Services Department a minimum of twenty-four (24) hour notification prior to delivery with the anticipated time of delivery.

The following documents are required when the bucket wheel loaders are delivered to County.

1. Contractor must submit Manufacturer Statement of Origin (M.S.O.) and serial number shall not be altered in any way, which must include the odometer statement, if applicable. 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. Once awarded and upon delivery the Contractor must submit Two (2) CD's or Thumb drives, or website to enable County to access the following:
 - a. Maintenance-Overhaul (shop) manuals
 - b. Operator's manuals
 - c. Service Manuals including Wiring Diagrams
 - d. Manuals for auxiliary equipment
 - e. Four (4) sets of keys
1. Contractor must deliver an unaltered invoice specifying the purchase order number, and the serial numbers of the two (2) 3.5 yard bucket wheel loaders **on or before June 25, 2018** to Pima County Fleet Services Department, 1291 S. Mission Road, Tucson, AZ 85713 or the County is not obligated to receive equipment and will not incur any charges or fees.

Attachment B – Specification Checklist (2 pages)

All items in this attachment must be answered and submitted. Failure to provide answers for all items will deem your company as non-responsive. Bidders shall fill in the following based on the equipment you are offering to County per the specifications. 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 loaders.

Bidders shall fill in the Following:

		<u>Yes</u>	<u>No</u>
Engine:	Diesel, minimum base horsepower (hp) at 170, 5.7 liter minimum. Engine heater is required (110 volt), thermo or cold starting system. Contractor to state engine make and model.	<u>X</u>	<u> </u>
	State engine make and model being bid: <u>Deere Power Tech PVX 6068 6.8L 186HP</u>		
Transmission:	Torque converter type direct drive powershift. With four (4) or five (5) forward speeds to meet a minimum twenty two (22) M.P.H. and three (3) reverse speeds with a minimum fifteen (15) M.P.H. 24.9 MPH 17.5 MPH Transmission cooler and filter(s) with built in sight gauge. Back up alarm heard over machine noise.	<u>X</u>	<u> </u>
Differentials:	Front locking axle differential and a conventional rear axle. with a minimum capacity of 32 quarts differential oil. 41 QUARTS	<u>X</u>	<u> </u>
Exhaust:	Meets 2018 EPA Emission Standards.	<u>X</u>	<u> </u>
Hydraulic System:	Heavy duty variable piston type pump with output of 50.0 gallons per minute minimum. Maximum system operating pressure 4000 psi. Minimum hydraulic tank capacity of 20 gallons, external hydraulic oil cooler, with built in sight gauge. System equipped with ride control. Must have a pressure test port for system testing	<u>X</u>	<u> </u>
Serviceability:	Oil sampling ports at ground level for Hydraulic fluid, Engine oil, Transmission fluid, Coolant.	<u>X</u>	<u> </u>
Steering:	Steering articulation angle range of 40 degrees both Left and Right, with an adjustable steering wheel.	<u>X</u>	<u> </u>
Brakes:	Both axles, two oil disc type per axle or equivalent. Disc parking brake or equivalent. Rated to hold the machine's operating weight.	<u>X</u>	<u> </u>
Fuel Capacity:	Fuel tank capacity minimum of 50 gallons no fast fill. Locking cap or door.	<u>X</u>	<u> </u>
Coolant Capacity:	Coolant capacity minimum of 7 gallons.	<u>X</u>	<u> </u>
Coolant System:	Hydraulic coolant fan with automatic reversing fan or equivalent.	<u>X</u>	<u> </u>
Cab Interior and Exterior:	Cab enclosed with ISO rop/fop pressurized with sound suppressed cabin. Rear view camera; A/C heater with defroster system with precleaner for HVAC. Air suspension cloth or part cloth seat including 3-inch retractable seat belt. Inside rear view mirror (1 each) and outside heated mirror two (2 each) 12 volt power port, ground level cab door release. Opening side windows , front and rear window washer wipers. AM/FM radio ready with speakers. Dash gauges and warning lights slow moving vehicle triangle on rear.	<u>X</u>	<u> </u>
Controls:	Joystick type controls to operate the loader and its functions.	<u>X</u>	<u> </u>

Attachment B – Specification Check-List (Continued)

<u>Bidders shall fill in the Following:</u>		<u>Yes</u>	<u>No</u>
TIRES:	Tire size 20.5R25 radial (L-3) quality equivalent to a Michelin or Bridgestone brand Contractor to state manufacture of tire State tire manufacturer: <u>BRIDGESTONE</u>	<u>X</u>	<u> </u>
Electrical:	Heavy-duty starter and heavy-duty batteries totaling (1,400 cca) Heavy-duty alternator minimum 120-amp output (24 volt system).	<u>X</u>	<u> </u>
Lighting:	Basic high – low headlights, work lights front, side, and rear, turn signals, hazard lights, and back-up alarm (ability to be heard over machine noise in operating conditions).	<u>X</u>	<u> </u>
	Cab beacon must be a light bar manufactured by Nortech, Twenty-four (24) inch LED light bar Model # NOR-5524A permanently mounted	<u>X</u>	<u> </u>
Height, Width, Weight & Length:	Height minimum 120 inches to 150 inches approx. Length (loader and bucket) minimum 300 inches. Width from outside tires minimum 98 to 110 inches. Minimum weight 33,000 pounds. Vendor to state Height, Width, Length, and Weight. State Height, Width, Length, and Weight: <u>H 131 IN., L 305 IN., W 104 IN., WGT 34,717 LBS.</u>	<u>X</u>	<u> </u>
Body:	Lockable doors and entrances to Cab, Engine, Fuel, Tool box, Batteries, Hydraulic tank, etc. all keyed the same maximum 2 different keys for all items. Minimum 3.5 cubic yard bucket (heaped) with bolt on cutting edges. Counterweight, heavy (weighing a minimum of 600 lbs.) shall be mounted on each loader.		<u>X</u>
Operating Specification:	Tipping load – straight minimum 24,500 pounds 28,671 Tipping load – full turn minimum 20,500 pounds 24,154 Full lift clearance at 45 degree dump, minimum Nine (9) feet break out force minimum 24,000 pounds Automatic Return to Dig bucket positioner. Fully raised height to hinge pin minimum thirteen (13) feet	<u>X</u>	<u> </u>
Global Positioning System (GPS):	Ability to track machine location, hours, fuel usage, diagnostic codes, and cover a five (5) year subscription system to be a satellite GPS system	<u>X</u>	<u> </u>
Warranty Brochures	Warranty brochures SEE ATTACHED	<u>X</u>	<u> </u>

SEE ATTACHMENT FOR DETAILED LINE INFO

Pima County Procurement
Solicitation: 287739 Title: (2) Bucket Wheel Loaders

Engine: Complies

John Deere Power Tech PVX 6068, 6.8L, 186HP, EPA final Tier 4, engine block heater for cold starts below -10 degrees, engine has automatic glow plugs for cold start aid. This engine meets the latest revised federal emissions standards as well as the latest revised OSHA and federal safety standards and Arizona Department of Transportation regulations.

Transmission: Complies

Countershaft-type powershift, 5-forward gears, 3-reverse gears, top speed in forward is 24.9 MPH, to speed in reverse is 17.5 MPH, transmission is equipped with a cooler and filter(s), transmission has a built in sight guage, machine is equipped with approved back up alarm.

Differentials: Complies

Hydraulic locking front with conventional rear, 41 quart capacity of differential oil.

Exhaust: Complies

The Deere exhaust does meet 2018 EPA standards

Hydraulic System: Complies

- Variable-displacement, axial-piston pump, closed center, pressure compensating system.
- Output is 59 gpm
- System relief pressure is 3.675 psi
- Hydraulic tank capacity is 27.8 gallons
- Hydraulic oil cooler-oil to air
- A sight gauge is provided to check hydraulic reservoir fluid
- Machine equipped with ride control
- System will have a pressure test port for system testing

Serviceability: Complies

Sample ports are provided at ground level for hydraulic fluid, engine oil, transmission fluid, coolant.

Steering: Complies

40 degrees articulation range left and right. Machine will have adjustable steering wheel

Pima County Procurement
Solicitation: 287739 Title: (2) Bucket Wheel Loaders

Brakes: Complies

Spring retracted, self-adjusting, inboard mounted, oil cooled disc, parking brakes-disc oil cooled rated to hold the machine's operating weight.

Fuel Capacity: Complies

Fuel tank capacity is 79 gallons, no fast fill. Locking cap or door.

Coolant Capacity: Complies

Coolant capacity is 8.75 gallons

Coolant System: Complies

Hydraulically driven, proportionally controlled fan of coolers with automatic reversing fan

Cab Interior/Exterior: Complies

With enclosed ROPS/FOB, cab is pressurized, sound suppressed, defroster, AM/FM radio, A/C, heater system with pre-cleaner for HVAC, air suspension cloth or part cloth seat. 3 Inch retractable seat belt, rear view camera, one inside rear view mirror and two outside heated mirrors, 12 volt power port, ground level cab door release, opening glass on rear side windows, radio ready with speakers, front and rear window washer wiper, dash gauges and warning lights, slow moving triangle on rear.

Controls: Complies

Joystick type controls to operate the loader and its functions

Tires: Complies

20.5 R25 radial L-3 Bridgestone brand tires

Electrical: Complies

HD, Starter, HD batteries totaling 1900 CCA, 130 AMP output, 24 volt system

Lighting: Complies

Basic High-low headlights, work lights front, side and rear, turn signals, hazard lights, back up alarm to be heard over the operating noise. Nortech Beacon light bar #NOR-5524A permanently mounted

Pima County Procurement
Solicitation: 287739 Title: (2) Bucket Wheel Loaders

Height, Width, Weight, and Length: Complies

Height is approximately 131 inches
Length is approximately 305 inches
Width is from outside tires is 104 inches
Weight is 34,717 lbs

Body: complies

Lockable doors and entrances to cab, engine, fuel, tool box, batteries, hydraulic tank, etc. All keyed the same. 3.5 Cu yard bucket (heeded) with bolt-on cutting edges, counterweight, heavy weighting 685 lbs. will be mounted on each loader

Operating Specification: Complies

Tipping load- straight 28,671 pounds
Tipping load- full turn minimum 24,154 pounds
Full lift clearance at 45 degree dump is 9'-5"
Break out force 28,266 pounds
Automatic Return to Dig bucket positioner
Fully raised height to hinge pin is 13 feet

Global Positioning system: Complies

Ability to track machine location, hours, fuel usage, diagnostic codes, and cover a five year subscription system to be a satellite GPS system. Deere comes with 5 years of JDlink which complies

Warranty Brochures: Complies

We will provide warranty brochures

Attachment C – Guaranteed Costs (1 page)

All items in three (3) Attachments must be answered and returned with bid response. Failure to provide answers for all items may be cause for rejection as non-responsive. Bidders shall fill in the following based on the equipment you are offering to Pima County per this solicitation. Items on this page may be considered in the evaluation and award.

1. **Guaranteed Maximum Cost of Repairs: (Refer to Attachment D)**

Each bidder's response shall take into consideration the amount listed below for a "Guaranteed Maximum Cost of Repairs" The successful bidder will be fully responsible for the cost of repairs, including parts and labor in excess of the amount listed below. The Guaranteed Maximum Cost of Repairs will apply for a period of five (5) years or 5,000 hours of operation whichever comes first as recorded by the loader hour meter or the date of delivery. If the Guaranteed Maximum Cost of Repairs is exceeded, the Dealer shall reimburse the County for the excess amount in determining the Guaranteed Maximum Cost of Repairs the total cost of warranty repairs (parts & labor) will not be included. Successful bidder will meet with Fleet Services on an annual basis, if needed, to go over any overages and reimbursement to County.

Amount: \$3,000.00 per loader for 5 years/5,000 hrs.

2. **Guaranteed Minimum Buy Back on the two (2) Wheel Loaders:**

The County is requesting a guaranteed minimum buy-back offer for each of the new loaders at the end of the five (5) years or 5,000-hour period whichever comes first. The County reserves the right to retain the loader and to waive the guaranteed buy-back offer if deemed in the best interest of the County to do so.

Amount: \$ 105,277.00

3. **Guaranteed Repurchase Price**

1a. The Seller guarantees a Minimum Repurchase Price (trade-in allowance or a minimum bid at public auction) in the amount of \$105,277.00 up to the first 5000 hours of operation as recorded by the hour recorder or years from the date of acceptance of the equipment, whichever first occurs. **FIVE YEARS**

2. In determining the Guaranteed Maximum Cost of scheduled maintenance, and in the enforcement of the provision of the agreement, the following rules shall apply:

- a. The guaranteed trade-in price on the equipment shall be allowed by the Seller in the event the County decides to purchase other new equipment from the Seller.
- b. The minimum bid shall be made by the Seller at public auction in the event the County elects to auction the equipment.
- c. In the event equipment, subject to the Repurchase Agreement, while in possession of the County is, by any casualty cause, either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because of the cost of restitution, then the Seller is released from his obligation under the Guaranteed Repurchase provision of this agreement.

5. **Total Machine Warranty:**

Provide 100% parts and labor total machine warranty coverage for five (5) years or 5,000 hours whichever comes first. Provide 100% field repair travel time and mileage coverage for minimum of the first twelve (12) months of the 5-year warranty period at no additional cost to County.

Provide 100% transporting of the loaders to the dealer, if needed for repairs in shop during warranty period for a minimum of the first twelve (12) months of the five (5) year, warranty period at no additional cost to County.

Yes X No

6. **Loaner Replacement: SEE RDO PROMISE ATTACHMENT**

If a loader cannot be repaired within 48 hours while under the warranty period (**five (5) years or 5,000 hours of operation**) a compatible loader will be loaned to the County at no-charged including pick-up and delivery until the repairs can be completed and the loader is back up and fully functional.

Yes X No



Dependability • Commitment • Performance

The RDO Promise - Uptime Guaranteed™ includes*:

- 1. Equipment walk around upon delivery (Included)**
 - A qualified RDO Equipment Co. employee will be responsible for a thorough explanation of the machine when the unit is delivered
- 2. Balance of Basic Factory Warranty (Included)**
- 3. FREE loaner (Included)***
 - RDO Equipment Co. will make every effort possible to supply the customer a free loaner during the first 12 months of ownership, if it is determined we cannot get your machine up and running within 36 hours
 - *Excludes production-class equipment.*
- 4. FREE travel time on warranty items during Basic Factory Warranty period (Included)**
- 5. FREE After Sales Inspection (Included)**
 - RDO Equipment Co. will conduct a machine performance inspection, including JDLink™ Machine Performance Reports and machine inspection after purchase. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States. It is the customer's responsibility to schedule the inspection walk around
- 6. FREE inspection prior to unit coming out of warranty period (Included)**
 - A qualified RDO Equipment Co. employee will inspect machine before any basic or extended warranty expires
- 7. Guaranteed field service response time (Included)**
 - RDO Equipment Co. guarantees a field service technician will be on the road toward your jobsite within 4 hours of contacting our field service dispatch personnel
- 8. Lease or retail finance plan**
 - Optional and tailored to customer
- 9. Secure Extended Warranty plan**
 - Optional and tailored to customer
- 10. GPS Monitoring**
 - Optional and tailored to customer with access to the tracking data upon request
- 11. Total repair and scheduled maintenance**
 - Optional and tailored to customer with preventive maintenance programs, oil samples, and machine inspections

****Please refer to the RDO Promise™ Customer Agreement for complete details***



www.rdoequipment.com

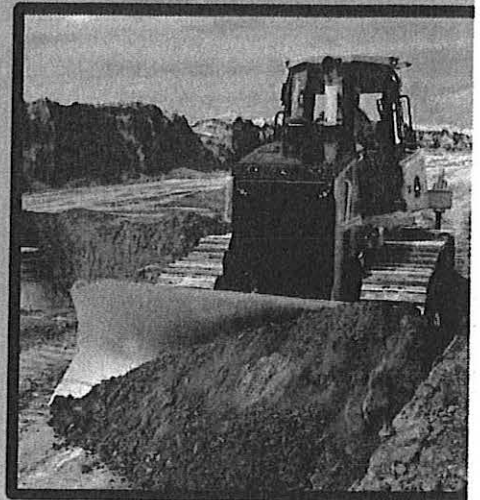
MAXIMIZE YOUR UPTIME

Our customer guarantee for the ultimate service and care.

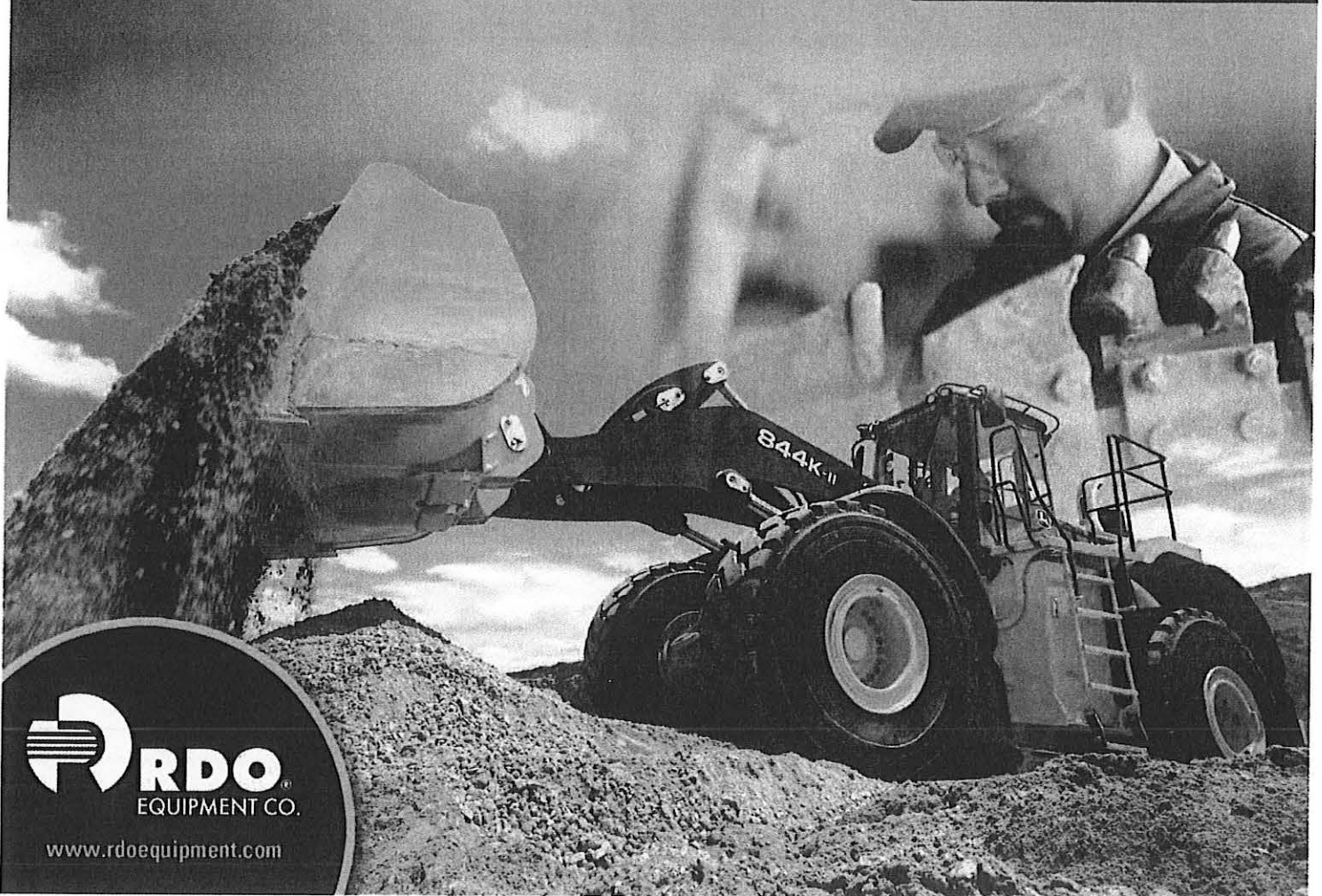
Dependability • Commitment • Performance



The RDO Promise - Uptime Guaranteed™ is an exclusive promise only from RDO Equipment Co. We set a new industry standard that guarantees the ultimate service to our customers when you purchase John Deere equipment from RDO Equipment Co. No other John Deere or competitive brand dealer offers this high-level of guarantee to its customers. To you, our customer, we promise to strive for: **dependability, commitment, and performance.**



Ask our sales professionals for complete details.



www.rdoequipment.com

Attachment D: Guaranteed Maximum Cost of Repairs (2 page)**A. Guaranteed total maximum cost of repairs to County**

1. The Seller will be fully responsible for the total cost of repairs, including parts and labor, to the equipment described in the Agreement after such repair costs are in excess of the Guaranteed Maximum of \$3,000.00 offered in the Seller's proposal. This obligation is specifically limited to 5,000 hours of operation as recorded by the engine hour meter or Five (5) years from date of acceptance of the equipment, whichever first occurs.
2. In determining whether the guaranteed total cost of repairs has been reached, the cost of all warranty repairs made shall not be included.
3. Prior to reaching the Guaranteed Maximum Cost of Repairs, the County shall be responsible for making repairs and the following rules shall apply:
 - a. In the event that the cost of repairs, including parts and labor, as estimated by the County, is less than \$3,000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the Seller prior to the repairs being made.
 - b. In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$75.00 per hour, increases not to exceed 20% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
 - c. If the cost of repairs, including parts and labor, is in excess of \$3,000.00, as estimated by the County, the County shall submit to the Seller the estimated cost of the repairs, a detailed account of the work to be done and an estimated time for completion of said work. The Seller shall then submit his estimate of cost and time for completion on the work to be done. Such estimate shall be filled with the County not later than eight normal workday hours after Seller's receipt of County's estimate. The County and the Seller will then mutually agree on the shop in which the repairs are to be made. The lower of the two estimates and the time required to make the repairs will be the primary factors in determining which shop will perform the repairs. If the repairs are to be done in the County's shop, the cost of such repairs shall be computed on the same basis as that set forth in Paragraph 3.b. If the repairs are to be done in the Seller's shop, the repairs will be billed to the County at the Seller's then prevailing rate. County to transport.
 - d. County and Seller may agree that all or any portion of the repairs may be made in service shops other than those of the County or the Seller, if it is deemed advantageous to both parties.
 - e. Should delivery of repair parts by Seller not be made to the County within five (5) working days following receipt of order, a daily charge of \$500.00 shall be added to the cumulative cost of repairs for each working day over one (1) that the part is not delivered. Parts shall be ordered by part number. On the Seller's presentation in writing of verifiable information to County that parts are not available by reason of strike, natural disaster or national emergency, the daily charge shall not be enforced.
 - f. The Seller may, at Seller's option avoid the penalty set forth above in Paragraph. 3.e by supplying to the County, at no cost, a unit that is comparable to the loader needing repair, until the County's equipment is restored to service.
 - g. The Seller shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information and will make these records available for examination in a timely manner.

B. Items covered by guaranteed maximum cost of repairs

1. The Seller will be fully responsible for the total cost of repairs, parts and labor as follows subject to the provisions previously set forth in this Section A.1.above.
 - a. Engine
Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake, and cooling systems, radiator, fan and pulleys. Excludes batteries, filters, fan belts, hoses, anti-freeze and engine oil.
 - b. Powertrain
Complete powertrain including all pumps, motors, gears, shafts, bearings, seals, discs, plates, torque converter (where used), drive couplings, case, including linkage and external lines but excluding oil and filters.
 - c. Drive Axles/Assemblies
Complete drive axle/assemblies including shafts, bearings, seals, chains, gears, cases, drive motors/assemblies, and air bag if equipped. Excludes lines, hoses and fluids.
 - d. Brakes
Complete braking system including friction and steel disc, shoes, master and slave cylinders, valves and control linkage. Includes operating linkage and exterior air lines. Excludes fluids.
 - e. Steering
All steering controls, including articulation, valves, cylinders, pins and bearings excluding oil.

Attachment D: Guaranteed Maximum Cost of Repairs (continued)

- f. Front Axles
Complete axle assemblies including bushings, seals, bearings, shafts, hubs and wheel components. Excludes fluids.
- g. Controls
All operating and electrical controls, (solenoids and switches) including valves, cylinders, control linkage, but excludes oil and filter.
- h. Main Frame
Complete mainframe assembly
- i. Hydraulic System
Complete hydraulic system including all pumps, valves, motors, and control linkages for all components and attachments. Excludes oil lines, hoses, filters and fluids.
- j. ROPS/Canopy
Complete assembly including heater, but excluding glass.
- k. Cab
Complete cab assembly including heater, but excluding glass.
- l. Gauges and Instrument
All gauges and instruments.
- m. Warning Devices
All warning devices including backup alarms, excludes strobe, beacons and lights.

A major component failure (Item 4, a thru i) contaminating fluids such as oil, hydraulic oil, anti-freeze etc. will be covered under this agreement.

C. Obligation of County

1. The equipment will be operated by County personnel in operations for which the equipment is designed and in a manner prescribed by the manufacturer.
2. The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
3. The County will assume at its expense all costs of fuel and fueling, engine and hydraulic oils, filters, belts, lubricants, greases, and the application thereof, anti-freeze, cutting edges, batteries, lights, glass breakage, cleaning and repainting, and other items normally consumed in day-to-day operation.
4. The County will maintain equipment in accordance with manufacturer's and Seller's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment unless specifically prohibited by the manufacturer's specifications. The County will have available a record of all scheduled maintenance performed. The Seller has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc. The County will follow such recommendations to the best of its ability.

**Attachment E:
Certification of Stocking, Supplying of Parts and Service Program (1page)**

Bidder shall certify that they are the authorized factory representative and guarantee that the equipment they bid and furnish to County shall be covered by manufacturer's warranty for a minimum period of five (5) years or 5,000 hours. 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.

Name of Local Warranty Repair Agency: RDO Equipment Co.

Closest Location of Parts: 5051 S. Outlet Center Drive, Tucson AZ 85706

Contact Name: Raul Murrieta Telephone Number: 520-294-5262

Name of Local Non-Warranty Repair Agency: RDO Equipment Co.

Closest Location of Parts: 5051 S. Outlet Center Drive, Tucson AZ 85706

Contact Name: Raul Murrieta Telephone Number: 520-294-5262

Percentage Discount off of Parts: -0- % Hourly Charge for Labor: \$20.00/HR

PARTS PROGRAM:

Bidders are requested to provide prices and stock availability for parts listed below. All prices must be bid destination & Freight Prepaid Not Billed ("F.O.B. Destination").

PART	PART #	PRICE	In Stock Yes/No, If No Where are Parts Stocked
Starter	<u>SE502823</u>	<u>\$668.34</u>	Yes/No <u>Yes</u>
Alternator	<u>SE502564</u>	<u>\$ 953.55</u>	Yes/No <u>Yes</u>
Hydraulic Pump	<u>AT410590</u>	<u>\$ 7,373.49</u>	Yes/No <u>Deere</u>
Primary Fuel Pump	<u>RE552426</u>	<u>\$ 1,247.15</u>	Yes/No <u>Yes</u>
Turbocharger	<u>DZ106643</u>	<u>\$ 2,967.66</u>	Yes/No <u>Deere</u>
A/C Compressor	<u>SE502623</u>	<u>\$ 372.76</u>	Yes/No <u>Yes</u>

Parts in Stock will be Available: # of days ONE DAY

Parts not in Stock will be Available: # of days THREE DAYS

Attachment F – 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.	2 ea.	New Wheel Loader with minimum 3.5-yard bucket, Per specifications listed herein.	\$ 170,250.00	\$ 340,500.00

List Manufacturer/Model/Year you are bidding: John Deere 624K II 2018

45-60 DAYS APPROX.

State the estimated delivery date if you receive the above order? _____ Days / Weeks ARO (circle one)

Note: the loaders must be invoiced and delivered by June 25, 2018.