



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: August 2, 2022

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Bingham Equipment Company DBA Earhart Tractor & Equipment (Headquarters: Mesa, AZ), Primary, Group A  
RDO Construction Equipment Co. DBA RDO Equipment Co. (Headquarters: Fargo, ND), Secondary, Group A & C  
H&E Equipment Services, Inc., (Headquarters: Baton Rouge, LA) Secondary Group B, Tertiary, Group A & C  
Road Machinery LLC, (Headquarters: Phoenix, AZ) Primary Group C  
Herc Rentals, Inc., (Headquarters: Bonita Springs, FL) Primary Group B

**\*Project Title/Description:**

Heavy Equipment Rentals

**\*Purpose:**

Award: This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Fleet Services

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200095 was conducted. Seven (7) responses were received. Two (2) responses were deemed non-responsive. Awards are to the lowest, responsive, and responsible bidders by group.

PRCUID: 448101

Attachments: Notice of Recommendation for Award and Master Agreements.

**\*Program Goals/Predicted Outcomes:**

Provide rental of heavy equipment for all county departments for projects that require additional equipment not currently available in county inventory. Provide with specialized heavy equipment rentals for time sensitive specific projects.

**\*Public Benefit:**

Rental equipment will be available for maintaining and repairing roads, buildings, and County-owned properties utilized by the public.

**\*Metrics Available to Measure Performance:**

Rentals received operational, in a timely manner and billed correctly.

**\*Retroactive:**

No

TO: COB 7/14/2022  
139 pages  
VERS: 1

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JUL 14 22 PM 09:09 PCD

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-174  
Commencement Date: 08/21/22 Termination Date: 08/20/23 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 1,300,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Various Funding Sources

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 150,000.00 % 15

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

If Yes, 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 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement 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): \_\_\_\_\_  
Commencement 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 Digitally signed by Maria Julia Canizales Date: 2022.07.07 15:05:09 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.07.07 15:51:58 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.07.07 16:13:28 -07'00' Telephone: (520) 724-8167

Department Director Signature/Date: Ray Ochotorena Digitally signed by Ray Ochotorena Date: 2022.07.13 16:01:56 -07'00'

Deputy County Administrator Signature/Date: [Signature] 7/14/2022

County Administrator Signature/Date: [Signature] 7/14/2022  
(Required for Board Agenda/Addendum Items)



## NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: July 8, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2200095 for Heavy Equipment Rentals that the following listed respondents will be recommended for an award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 2, 2022.

Award is recommended to the lowest, responsive and responsible bidders who will share an annual award amount of \$1,300,000.00 (including sales tax).

<b>AWARDEE NAMES</b>	<b>Bingham Equipment Company DBA Earhart Tractor &amp; Equipment</b>	<b>H&amp;E Equipment Services, Inc.</b>	<b>Herc Rentals, Inc.</b>	<b>RDO Construction Equipment Co. DBA RDO Equipment Co.</b>	<b>Road Machinery, LLC</b>
<b>GROUP A – Material Loading and Earth Moving Equipment</b>					
TOTAL BID AMOUNT GROUP A:	(P) \$441,229.00*	(T) \$933,480.00	\$500,720.00**	(S) \$922,075.00*	\$592,325.00**
<b>GROUP B – Heavy Trucks</b>					
TOTAL BID AMOUNT GROUP B:	\$8,265.00**	(S) \$451,585.00*	(P) \$405,240.00*	\$22,600.00**	NO BID
<b>GROUP C – Miscellaneous Equipment</b>					
TOTAL BID AMOUNT GROUP C:	\$3,325.00**	(T) \$84,905.00	\$35,065.00**	(S) \$75,580.00	(P) \$62,775.00
<b>GROUP D – Transport Delivery and Miscellaneous Charges</b>					
TOTAL BID AMOUNT GROUP D:	\$12,370.00	\$47,780.00	\$38,300.00	\$95,305.00	\$79,980.00*

\* Total Bid Amount as shown includes corrections.

\*\* Insufficient items bid for group award consideration

(P) – Primary (1<sup>st</sup> lowest bidder)

(S) – Secondary (2<sup>nd</sup> lowest bidder)

(T) – Tertiary (3<sup>rd</sup> lowest bidder)

### OTHER RESPONDENT NAMES

Empire Southwest, LLC DBA Empire Rental  
United Rentals (North America), Inc.

### BID AMOUNT

Non-Responsive  
Non-Responsive

Issued by: Maria Julia Canizales, Procurement Officer

Telephone Number: (520) 724-8167

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000174

MA Version: 1

Page: 1 of 7

Description: Heavy Equipment Rentals

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-21-2022
	150 W. Congress St. 5th Fl		Expiration Date: 08-20-2023
	Tucson AZ 85701		
	Issued By: MARIA CANIZALES		
	Phone: 5207248167		
	Email: maria.canizales@pima.gov		
			NTE Amount:
			Used Amount: \$0.00

V E N D O R	Bingham Equipment Company	Contact: Tony Weber
	DBA: see 1099i for reference	Phone: 480-862-6406
	1655 S COUNTRY CLUB DR	Email: tony.weber@binghamequipment.com
	MESA AZ 85210	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

This Master Agreement 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.



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

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Line	Description					
1	PGP-A Auger Drive Discount 0.0000 %	UOM DAY	Unit Price \$50.00	Stock Code	VPN	MPN
2	PGP-A Auger Drive Discount 0.0000 %	UOM WK	Unit Price \$200.00	Stock Code	VPN	MPN
3	PGP-A Auger Drive Discount 0.0000 %	UOM MO	Unit Price \$600.00	Stock Code	VPN	MPN
4	PGP-A Auger 12" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$25.00	Stock Code	VPN	MPN
5	PGP-A Auger 12" - Bit Discount 0.0000 %	UOM WK	Unit Price \$100.00	Stock Code	VPN	MPN
6	PGP-A Auger 12" - Bit Discount 0.0000 %	UOM MO	Unit Price \$300.00	Stock Code	VPN	MPN
7	PGP-A Auger 18" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$28.00	Stock Code	VPN	MPN
8	PGP-A Auger 18" - Bit Discount 0.0000 %	UOM WK	Unit Price \$112.00	Stock Code	VPN	MPN
9	PGP-A Auger 18" - Bit Discount 0.0000 %	UOM MO	Unit Price \$336.00	Stock Code	VPN	MPN
10	PGP-A Auger 24" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$30.00	Stock Code	VPN	MPN
11	PGP-A Auger 24" - Bit Discount 0.0000 %	UOM WK	Unit Price \$120.00	Stock Code	VPN	MPN
12	PGP-A Auger 24" - Bit Discount 0.0000 %	UOM MO	Unit Price \$360.00	Stock Code	VPN	MPN
13	PGP-A Auger 2 FT Extension Discount 0.0000 %	UOM DAY	Unit Price \$10.00	Stock Code	VPN	MPN
14	PGP-A Auger 2 FT Extension Discount 0.0000 %	UOM WK	Unit Price \$40.00	Stock Code	VPN	MPN
15	PGP-A Auger 2 FT Extension Discount 0.0000 %	UOM MO	Unit Price \$120.00	Stock Code	VPN	MPN
16	PGP-A Backhoe Loader 1.5 CY +/- 12" Bucket Discount 0.0000 %	UOM DAY	Unit Price \$185.00	Stock Code	VPN	MPN
17	PGP-A Backhoe Loader 1.5 CY +/- 12" Bucket Discount 0.0000 %	UOM WK	Unit Price \$740.00	Stock Code	VPN	MPN
18	PGP-A Backhoe Loader 1.5 CY +/- 12" Bucket Discount 0.0000 %	UOM MO	Unit Price \$1,980.00	Stock Code	VPN	MPN
19	PGP-A Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' ext Discount 0.0000 %	UOM DAY	Unit Price \$185.00	Stock Code	VPN	MPN



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Line	Description					
20	PGP-A Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' ext					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$740.00			
21	PGP-A Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' ext					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,980.00			
22	PGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$185.00			
23	PGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$740.00			
24	PGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,980.00			
25	PGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$195.00			
26	PGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$780.00			
27	PGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,200.00			
28	PGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$170.00			
29	PGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$680.00			
30	PGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,800.00			
31	PGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$370.00			
32	PGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,480.00			
33	PGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,950.00			
34	PGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$425.00			
35	PGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,700.00			
36	PGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,100.00			
37	PGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$175.00			
38	PGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$700.00			



# PIMA COUNTY

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Line	Description					
39	PGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,100.00			
40	PGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
41	PGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,400.00			
42	PGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,200.00			
43	PGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$450.00			
44	PGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,800.00			
45	PGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,400.00			
46	PGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$425.00			
47	PGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,700.00			
48	PGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,100.00			
49	PGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$175.00			
50	PGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$700.00			
51	PGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,980.00			
52	PGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$155.00			
53	PGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$620.00			
54	PGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,860.00			
55	PGP-A Skid Steer bobcat type, i.e.: Case #40XT, 60" w/traile					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$180.00			
56	PGP-A Skid Steer bobcat type, i.e.: Case #40XT, 60" w/traile					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$720.00			
57	PGP-A Skid Steer bobcat type, i.e.: Case #40XT, 60" w/traile					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,160.00			



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Line	Description					
58	PGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$205.00			
59	PGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$820.00			
60	PGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,460.00			
61	PGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$195.00			
62	PGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$780.00			
63	PGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,200.00			
64	PGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$125.00			
65	PGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$500.00			
66	PGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,500.00			
67	PGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$235.00			
68	PGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$940.00			
69	PGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,700.00			
70	PGP-A Wheel Loader, 2CY w/ various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$285.00			
71	PGP-A Wheel Loader, 2CY w/ various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,140.00			
72	PGP-A Wheel Loader, 2CY w/ various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,420.00			
73	PGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$285.00			
74	PGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,140.00			
75	PGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,420.00			
76	PGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$325.00			





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Line	Description					
77	PGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,300.00			
78	PGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,700.00			
79	PGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$345.00			
80	PGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,380.00			
81	PGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,900.00			
82	PGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$365.00			
83	PGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$4,000.00			
84	PGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,000.00			
85	Transport Flat Fee for sites round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
86	Transport Flat Fee for sites round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$160.00			
87	Transport Flat Fee Mt. Lemmon round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$300.00			
88	Transport Flat Fee Mt. Lemmon round trip regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$300.00			
89	Transport Flat Fee Green Valley round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$150.00			
90	Transport Flat Fee Green Valley round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$185.00			
91	Transport Flat Fee A7 Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$225.00			
92	Transport Flat Fee A7 Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$260.00			
93	Transport Flat Fee Bar V Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
94	Transport Flat Fee Bar V Ranch round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$160.00			
95	Transport Flat Fee Sand & Clyne Ranches round trip regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$225.00			



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

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Line Description

96	Transport Flat Fee Sand & Clyne Ranch round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$260.00			
97	Transport Flat Fee J Six Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$150.00			
98	Transport Flat Fee J Six Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$185.00			
99	Transport Flat Fee King's 98 Ranch/AV round trip Regular siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$150.00			
100	Transport Flat Fee King's 98 Ranch/AV round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$185.00			
101	Transport Flat Fee Rancho Seco/AV round trip Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$225.00			
102	Transport Flat Fee Rancho Seco/AV round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$260.00			
103	Transport Flat Fee Carpenter Ranch/ NW round trip Regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
104	Transport Flat Fee Carpenter Ranch/ NW round trip Permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$160.00			
105	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
106	Broom wear per inch No Charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
107	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,071,810.00			
108	Free Form Line items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Heavy Equipment Rentals on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor, a secondary Contractor and back-up Contractor, if available. Primary award will be to low bid (per group or line item) meeting all specifications, terms and conditions, the secondary and back-up awards will be to the next lowest bids (per group or line item) meeting all specifications, terms and conditions.

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 Amendments, 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 and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**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.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is authorized to rent heavy equipment for a minimum of three (3) years, including the current year prior to submitting a bid response to this solicitation.  <i>Attach the copy of business license/documentation with the submission of the bid.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of items. Provide address of local facility: <u>4350 S PALO VERDE RD.</u> <u>TUCSON, AZ 85714</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor to provide various types of heavy equipment rentals for County departments.

**4.1. General Specifications:**

- 4.1.1. Pima County requires Heavy Equipment Rental Services **ONLY**. A list of probable equipment to rent (not limited to) and estimated annual quantities listed in Attachment A: Pricing Page (5 Pages).
- 4.1.2. Equipment is used within County, including Ajo Arizona, Mount Lemmon, Green Valley, Sahuarita, and other County location(s).
- 4.1.3. Contractor must provide a list of all locations County may utilize to rent equipment in Attachment B: List of Additional Locations (1 Page).
- 4.1.4. County will communicate to contractor, at the time of order, if the equipment will be pick-up or delivered. Delivery charges listed in Attachment A: Pricing Page (5 Pages).
- 4.1.5. **County will only pay surcharge per A.R.S. § 44-1799.41 on Attachment A: Pricing Page (5 Pages); indicate how the name of this surcharge is listed on your Contractor's invoice.** Prices for rental equipment shall include all costs, incidentals, fees, environmental, **other surcharges that are not listed, overage/overtime**, etc., inclusive of the use of the equipment. No additional charges outside of those listed in Attachment A: Pricing Page (5 Pages) are allowed, except to the extent caused by County's action or inaction.
- 4.1.6. Contractor must have equipment for rent in serviceable condition and ready for immediate operation. The Contractor is responsible for checking equipment prior to delivery or pick-up to ensure there are no missing or broken parts, accessories, etc., (discrepancies must be noted on the rental paperwork) and that equipment and attachments are working appropriately.
- 4.1.7. County will conduct an equipment inspection at time of delivery and pick-up and should include a look at the following accessories/consumables and wear items for missing, broke or damaged equipment to ensure the County is not charged for damage prior to actual usage and that all equipment is safe before each use. Photo documentation is acceptable as proof of delivery with date and timestamp:
  - Brushes
  - Brooms
  - Blades
  - Cutting edges
  - Teeth, etc.
- 4.1.8. Contractor must have equipment ready for delivery or pick-up a maximum of four (4) hours from receiving D.O. or DOM via fax or email.
- 4.1.9. Contractor must provide all equipment to be late-model equipment with current safety inspection material viewable or available upon request. Drivable equipment shall have an automatic transmission, if available.
- 4.1.10. County will report via fax or email when equipment has broken down. Contractor must respond in a maximum of two (2) hours of notification.
- 4.1.11. If Contractor is unable to fix the equipment and the equipment is unusable for any reason, Contractor shall replace the equipment in a maximum of twenty-four (24) hours.
- 4.1.12. Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by County's negligence.
- 4.1.13. Contractor must have a full-size rental facility capable of providing the services required in this solicitation. Contractor must be open a minimum of eight (8) hours each day Monday through Friday and open a minimum of four (4) hours on Saturday or have an on-call service. Contractor must provide an emergency phone number available to County personnel during the hours not listed above.

- 4.1.14. Contractors may bid on any number of groups or equipment items based on the equipment available to rent. Quantities referred to are annual estimated quantities and may not reflect the actual amount of items that the County will request during the term of this agreement.

**4.2. Rental Rates:**

- 4.2.1. Each Contractor shall provide daily, weekly and monthly rates for each piece of equipment listed on the Pricing Pages. Whenever one rate equals or exceeds the next category, the rate will change to the greater category. For example, a daily rate may equal a weekly rate after four (4) days. In that event, the lowest rate then becomes applicable for the remaining rental period.
- 4.2.2. Contractor is responsible for making sure all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. Prior to the pick-up of equipment by the Contractor, departments will fill equipment with the same amount of fuel initially received if fuel delivery is available.
- 4.2.3. If equipment is returned with a lower amount of fuel than the initially rented level, Contractor will select one of the following options:
- a) Not charge County for fuel replacement.
  - b) Fill equipment with fuel at the cost of no more than \$0.50 over the average diesel/gas price per gallon for the Tucson area. Example: today, 4/21/2022 (for example only) at (<http://www.tucsongasprices.com>), the top (lowest) gas prices average \$2.39 a gallon for diesel.
  - c) Contractor may allow County to fuel equipment on Contractor's site.
- 4.3.4. Contractor will supply all consumables (not fuel) required to utilize the equipment being rented at no additional charge to County. Equipment must be issued with new or nearly new consumables.
- 4.3.5. Once rental equipment is returned to the Contractor, the County and Contractor shall review wear items such as brooms/brushes, teeth, and cutting edges to determine if there will be any additional charges assessed to the County.

**4.3. Contractor's Responsibilities**

- 4.3.1. Equipment checklist must be completed at the time of delivery/pick up. If no one is available to sign document and send to Fleet Services within 24 hours. Checklist must contain at a minimum location, DO or DOM reference, equipment year, make, model, VIN, equipment condition and odometer/hour meter reading. **Contractor and County must send documentation to [FleetHERentals@pima.gov](mailto:FleetHERentals@pima.gov).**
- 4.3.2. Contractor is responsible for verifying equipment preventative maintenance (PM) intervals, arranging the swapping of equipment and / or returning completed PM equipment back to the County without disruption to County project unless prior arrangements have been made with department and contractor. Contractor is responsible preventative maintenance on all rental equipment. County will not be charged for PM performed on rental equipment.

**4.4. County Department's Responsibility:**

- 4.4.1. Department must comply with, Administrative Procedures 49-2: Pima County Fleet Asset Management and Board of Supervisors Policy F 49.2: Equipment Utilization.
- 4.4.2. Department must log into SharePoint located on Fleet Service Department (FS) internet page, justifying rental, details of equipment need, rental duration, location where equipment will be used, and funding source.
- 4.4.3. Department may work directly with the renting/leasing agency with prior approval from Fleet Services Director.
- 4.4.4. Department must notify FS at five (5) months of rental/lease duration if the equipment is rented longer than six (6) months. Department must provide justification and the number of hours the equipment

has been utilized while renting. If Fleet Services Director approves the continued rental/lease, FS must mark as a Pima County Vehicle and G.P.S. system installed pursuant to A.R.S. 38-538. Equipment requiring G.P.S. and Decal installation will have a special bill charge assessed to the department. Justification memo must be signed by both Department Director and Fleet Services Director.

- 4.4.5. Department must submit a weekly checklist on FS intranet page Forms & Procedures (pima.gov) to FS, including weekly hour meter readings.
- 4.4.6. Department must make arrangements prior to "turn in" of rental equipment for Fleet Services fuel truck to fill equipment tank.

**5. SUSTAINABILITY:**

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

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☒ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☒ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

**7. ACCEPTANCE OF GOODS & SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

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

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.

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.

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.

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, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$ . 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.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price)
WWW.BINGHAMEQUIPMENT.COM	7	6/14/22	25% +

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

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does 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 DO or DOM 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 Early Payment Discount.

Optional Early Payment Discount Percent:   0   % if payment tendered within   30   Days as indicated above.

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

All Invoice documents will reference the County's DO or DOM 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.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 DO or DOM 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).

#### 9. **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 DO or DOM document.

Define delivery locations made Monday through Friday excluding observed County holidays but not limited to the following:

- Conveyance; 3355 N. Dodge Blvd, Tucson, Arizona 85716, business hours 7:00 A.M. - 2:30 P.M.
- Environmental Quality; 5801 W. Ina Rd Tucson, Arizona 85743, business hours 8:00 A.M. - 4:00 P.M.
- Fleet Services; 1291 S. Mission Rd Tucson, Arizona 85713, business hours 8:00 A.M. - 4:30 P.M.
- Kino Sports Complex; 2500 E. Ajo Way Tucson, Arizona 85713, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; 3500 W. River Rd Tucson, Arizona 85741, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; Outlying locations – see Attachment C: Maps for Ranch Delivery Locations
- Sub Regional WRF; 4527 W. Walker Rd Tucson, Arizona 85743 business hours 7:00 A.M. - 2:00 P.M.
- Transportation; 1313 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:00 P.M.
- Tres Rios WRF; 7101 N. Casa Grande Hwy Tucson, Arizona 85743, business hours 7:30 A.M. - 3:30 P.M.

Contractor must provide flat fee for delivery and pick-up but not limited to the following locations See Attachment C: Maps for Ranch Delivery Locations (10 Pages):

A7 Ranch/SPR Zone  
10250 N Reddington Rd.  
Benson, AZ 85602  
Parcel 205-270-020  
Jess Barry, (520) 668-4980  
[Jess.barry@pima.gov](mailto:Jess.barry@pima.gov)

Bar V Ranch  
16901 S. Old Sonoita Hwy.  
Vail, AZ 85641  
Parcel 305-391-600  
Floyd White (520) 954-573  
[Floyd.white@pima.gov](mailto:Floyd.white@pima.gov)

Sands & Clyne Ranches  
28485 S. Clyne Rd.  
Elgin, AZ 85611  
Parcel 306-340-40E  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

J Six Ranch  
State of Arizona  
Parcel 306-180-21A  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

King's 98 Ranch/ North AV  
State of Arizona  
Parcel 301-190-05H  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)



Rancho Seco/South AV

Parcel 302-080-120

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Carpenter Ranch/NW Zone

Bureau of Reclamation

Parcel 217-310-97C

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

County may require additional locations for deliveries and pick-up for locations not listed. County and Contractor will negotiate a flat fee for delivery and pick-up.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, 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.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200095 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

**Notice of Cancellation:**

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

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

13. **PERFORMANCE BOND:** Not applicable to this Agreement.

14. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	5-13-2022				
2	5-25-2022				
3	6-9-2022				

15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions 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.

16. BID/OFFER CERTIFICATION:CONTRACTOR LEGAL NAME: BINGHAM EQUIPMENT COMPANYBUSINESS ALSO KNOWN AS: EARNHART TRACTOR & EQUIPMENTMAILING ADDRESS: 4350 S PALO VERDE RD.CITY/STATE/ZIP: TUCSON, AZ 85714REMIT TO ADDRESS: 1655 S COUNTRY CLUB DR.CITY/STATE/ZIP: MESA, AZ 85210CONTACT PERSON NAME/TITLE: MITCH EARNHART / MANAGERPHONE: 520-889-6396 FAX: 520-294-7167CONTACT PERSON EMAIL ADDRESS: MITCH@EARNHARTEQUIPMENT.COMEMAIL ADDRESS FOR ORDERS & CONTRACTS: KELLY@EARNHARTEQUIPMENT.COMCORPORATE HEADQUARTERS ADDRESS: 1655 S COUNTRY CLUB DR., MESA, AZ 85210WEBSITE: WWW.BINGHAMEQUIPMENT.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 amendments and has incorporated all such amendments 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 will constitute a firm offer and upon the issuance of a MA 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"] section.

SIGNATURE:  DATE: 6-14-2022MITCH EARNHART "MANAGER"  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFERPHONE AND EMAIL: 520-889-6396 MITCH@EARNHARTEQUIPMENT.COM

County Attorney Contract Approval "As to Form".

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

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 the bids or ranking of proposals.

**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 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>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**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. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**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.

**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. BOOK 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:**

For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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 no 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:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page** (5 Pages)**UNIT PRICES (Net 30-day Payment Terms)**

**FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>Group A: Material Loading and Earth Moving Equipment</b>					
1	Auger Drive	5	Day	\$ 50 <sup>40</sup>	\$ 250
2	Auger Drive	1	WK	\$ 200	\$ 200
3	Auger Drive	2	MO	\$ 600	\$ 1200
4	Auger 12" - Bit	5	Day	\$ 25	\$ 125
5	Auger 12" - Bit	1	WK	\$ 100	\$ 100
6	Auger 12" - Bit	2	MO	\$ 300	\$ 600
7	Auger 18" - Bit	5	Day	\$ 28	\$ 140
8	Auger 18" - Bit	1	WK	\$ 112	\$ 112
9	Auger 18" - Bit	2	MO	\$ 336	\$ 672
10	Auger 24" - Bit	5	Day	\$ 30	\$ 150
11	Auger 24" - Bit	1	WK	\$ 120	\$ 120
12	Auger 24" - Bit	2	MO	\$ 360	\$ 720
13	Auger 2 FT Extension	5	Day	\$ 10	\$ 50
14	Auger 2 FT Extension	1	WK	\$ 40	\$ 40
15	Auger 2 FT Extension	2	MO	\$ 120	\$ 120
16	Backhoe Loader 1.5 CY +/- 12" Bucket	12	Day	\$ 185	\$ 2220
17	Backhoe Loader 1.5 CY +/- 12" Bucket	1	WK	\$ 740	\$ 740
18	Backhoe Loader 1.5 CY +/- 12" Bucket	3	MO	\$ 1980	\$ 5940
19	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	15	Day	\$ 185	\$ 2775
20	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	3	WK	\$ 740	\$ 2220
21	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	26	MO	\$ 1980	\$ 51480
22	Backhoe, 4WD	15	Day	\$ 185	\$ 2775
23	Backhoe, 4WD	1	WK	\$ 740	\$ 740
24	Backhoe, 4WD	1	MO	\$ 1980	\$ 1980
25	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	5	Day	\$ 195	\$ 975
26	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	WK	\$ 780	\$ 780
27	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	MO	\$ 2200	\$ 2200
28	Gannon Loader/Tractor	15	Day	\$ 170	\$ 2550
29	Gannon Loader/Tractor	4	WK	\$ 680	\$ 2720
30	Gannon Loader/Tractor	8	MO	\$ 1800	\$ 14400
31	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	10	Day	\$ 370	\$ 3700
32	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	3	WK	\$ 1480	\$ 4440
33	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	12	MO	\$ 3950	\$ 47400
34	Excavator Crawler, i.e.: Case CX-210	7	Day	\$ 425	\$ 2975
35	Excavator Crawler, i.e.: Case CX-210	4	WK	\$ 1700	\$ 6800
36	Excavator Crawler, i.e.: Case CX-210	3	MO	\$ 5100	\$ 15300
37	Excavator, mini Diesel 6800-7400 LBS	20	Day	\$ 175	\$ 23500
38	Excavator, mini Diesel 6800-7400 LBS	1	WK	\$ 700	\$ 700
39	Excavator, mini Diesel 6800-7400 LBS	1	MO	\$ 2100	\$ 2100

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

40	Excavator, long reach	5	Day	\$ N/B	\$ N/B
41	Excavator, long reach	1	WK	\$ N/B	\$ N/B
42	Excavator, long reach	1	MO	\$ N/B	\$ N/B
43	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	3	Day	\$ N/B	\$ N/B
44	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	9	WK	\$ N/B	\$ N/B
45	Excavator 800 Track r with Hammer/Compactor/Thumb Attachments	1	MO	\$ N/B	\$ N/B
46	Excavator Thumb/ZX135US	5	Day	\$ 350	\$ 1750
47	Excavator Thumb/ZX135US	1	WK	\$ 1400	\$ 1400
48	Excavator Thumb/ZX135US	1	MO	\$ 4200	\$ 4200
49	Dozer, CAT D3, Mud Tracks, PAT Blade	5	Day	\$ N/B	\$ N/B
50	Dozer, CAT D3, Mud Tracks, PAT Blade	2	WK	\$ N/B	\$ N/B
51	Dozer, CAT D3, Mud Tracks, PAT Blade	1	MO	\$ N/B	\$ N/B
52	Dozer, CAT D9, Mud Tracks, U Blade	3	Day	\$ N/B	\$ N/B
53	Dozer, CAT D9, Mud Tracks, U Blade	1	WK	\$ N/B	\$ N/B
54	Dozer, CAT D9, Mud Tracks, U Blade	1	MO	\$ N/B	\$ N/B
55	Dozer, 700L	5	Day	\$ N/B	\$ N/B
56	Dozer, 700L	1	WK	\$ N/B	\$ N/B
57	Dozer, 700L	1	MO	\$ N/B	\$ N/B
58	Dozer CAT D6 track PAT Blade	5	Day	\$ N/B	\$ N/B
59	Dozer CAT D6 track PAT Blade	2	WK	\$ N/B	\$ N/B
60	Dozer CAT D6 track PAT Blade	6	MO	\$ N/B	\$ N/B
61	Dozer CAT D8 track PAT Blade	5	Day	\$ N/B	\$ N/B
62	Dozer CAT D8 track PAT Blade	2	WK	\$ N/B	\$ N/B
63	Dozer CAT D8 track PAT Blade	6	MO	\$ N/B	\$ N/B
64	Motor Grader 12" Moldboard	7	Day	\$ 450	\$ 3150
65	Motor Grader 12" Moldboard	3	WK	\$ 1800	\$ 5400
66	Motor Grader 12" Moldboard	12	MO	\$ 5400	\$ 64800
67	Motor Grader 14', 140H 150 HP, moldboard	5	Day	\$ N/B	\$ N/B
68	Motor Grader 14', 140H 150 HP, moldboard	3	WK	\$ N/B	\$ N/B
69	Motor Grader 14', 140H 150 HP, moldboard	12	MO	\$ N/B	\$ N/B
70	Motor Grader 10'	2	Day	\$ 425	\$ 850
71	Motor Grader 10'	3	WK	\$ 1700	\$ 5100
72	Motor Grader 10'	1	MO	\$ 5100	\$ 5100
73	Skid Steer - Track 2500 -2999 LBS	2	Day	\$ 175	\$ 350
74	Skid Steer - Track 2500 -2999 LBS	2	WK	\$ 700	\$ 1400
75	Skid Steer - Track 2500 -2999 LBS	1	MO	\$ 1920	\$ 1920
76	Skid Steer Lob Case 1750-1999 LBS	2	Day	\$ 155	\$ 310
77	Skid Steer Lob Case 1750-1999 LBS	1	WK	\$ 620	\$ 620
78	Skid Steer Lob Case 1750-1999 LBS	1	MO	\$ 1860	\$ 1860
79	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	13	Day	\$ 180	\$ 2340
80	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	3	WK	\$ 720	\$ 2160
81	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	4	MO	\$ 2160	\$ 8640

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>Group A: Material Loading and Earth Moving Equipment</b> (continued)					
82	Skid Steer bobcat type, 84" with trailer	5	Day	\$ 205	\$ 1025
83	Skid Steer bobcat type, 84" with trailer	2	WK	\$ 820	\$ 1640
84	Skid Steer bobcat type, 84" with trailer	4	MO	\$ 2460	\$ 9840
85	Skid Steer bobcat type, with high-flow, 78"-84" bucket	5	Day	\$ 195	\$ 975
86	Skid Steer bobcat type, with high-flow, 78"-84" bucket	2	WK	\$ 780	\$ 1560
87	Skid Steer bobcat type, with high-flow, 78"-84" bucket	4	MO	\$ 2200	\$ 8800
88	Skid Steer Post Driver Mounted Attachment	2	Day	\$ 125	\$ 250
89	Skid Steer Post Driver Mounted Attachment	2	WK	\$ 500	\$ 1000
90	Skid Steer Post Driver Mounted Attachment	1	MO	\$ 1500	\$ 1500
91	Skid Steer, Bobcat T750	2	Day	\$ 235	\$ 470
92	Skid Steer, Bobcat T750	1	WK	\$ 940	\$ 940
93	Skid Steer, Bobcat T750	1	MO	\$ 2700	\$ 2700
94	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	5	Day	\$ 285	\$ 1425
95	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	2	WK	\$ 1140	\$ 2280
96	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	6	MO	\$ 3420	\$ 20520
97	Wheel Loader, 2.5	2	Day	\$ 285	\$ 570
98	Wheel Loader, 2.5	2	WK	\$ 1140	\$ 2280
99	Wheel Loader, 2.5	1	MO	\$ 3420	\$ 3420
100	Wheel Loader, Front End, 3 YD 4WD	5	Day	\$ 325	\$ 1625
101	Wheel Loader, Front End, 3 YD 4WD	2	WK	\$ 1300	\$ 2600
102	Wheel Loader, Front End, 3 YD 4WD	6	MO	\$ 3700	\$ 22200
103	Wheel Loader, 3.5	3	Day	\$ 345	\$ 1035
104	Wheel Loader, 3.5	1	WK	\$ 1380	\$ 1380
105	Wheel Loader, 3.5	2	MO	\$ 3900	\$ 7800
106	Wheel Loader, Front End, 4 CY, 4WD	15	Day	\$ 365	\$ 5475
107	Wheel Loader, Front End, 4 CY, 4WD	3	WK	\$ 1460	\$ 4380
108	Wheel Loader, Front End, 4 CY, 4WD	9	MO	\$ 4000	\$ 36000
Total for Group A:				\$ 461,109	

**Group B: Heavy Trucks**

109	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	5	Day	\$ N/B	\$ N/B
110	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	2	WK	\$ N/B	\$ N/B
111	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	4	MO	\$ N/B	\$ N/B
112	Dump Truck 3-4 CY Crew Cab, Gas	5	Day	\$ N/B	\$ N/B
113	Dump Truck 3-4 CY Crew Cab, Gas	2	WK	\$ N/B	\$ N/B
114	Dump Truck 3-4 CY Crew Cab, Gas	1	MO	\$ N/B	\$ N/B
115	Dump Truck, 5 CY	5	Day	\$ N/B	\$ N/B
116	Dump Truck, 5 CY	6	WK	\$ N/B	\$ N/B
117	Dump Truck, 5 CY	12	MO	\$ N/B	\$ N/B
118	Dump Truck, 10 - 12 CY	5	Day	\$ N/B	\$ N/B
119	Dump Truck, 10 - 12 CY	6	WK	\$ N/B	\$ N/B
120	Dump Truck, 10 - 12 CY	12	MO	\$ N/B	\$ N/B

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
<b>Group B: Heavy Trucks</b> (continued)						
121	Dump Truck, 10 - 14 CY	5	Day		\$ N/B	\$ N/B
122	Dump Truck, 10 - 14 CY	1	WK		\$ N/B	\$ N/B
123	Dump Truck, 10 - 14 CY	1	MO		\$ N/B	\$ N/B
124	Dump Truck Tailgate, Spreader Box Cross Conveyor	3	Day		\$ N/B	\$ N/B
125	Dump Truck Tailgate, Spreader Box Cross Conveyor	2	WK		\$ N/B	\$ N/B
126	Dump Truck Tailgate, Spreader Box Cross Conveyor	12	MO		\$ N/B	\$ N/B
127	Tractor 65-75 HP	5	Day		\$ 185	\$ 925
128	Tractor 65-75 HP	1	WK	\$ 740	\$ 740	\$ 740
129	Tractor 65-75 HP	3	MO		\$ 2200	\$ 6600
130	Vacuum Truck/Trailer	2	Day		\$ N/B	\$ N/B
131	Vacuum Truck/Trailer	2	WK		\$ N/B	\$ N/B
132	Vacuum Truck/Trailer	5	MO		\$ N/B	\$ N/B
133	Water Truck, 2000 gallon	2	Day		\$ N/B	\$ N/B
134	Water Truck, 2000 gallon	4	WK		\$ N/B	\$ N/B
135	Water Truck, 2000 gallon	12	MO		\$ N/B	\$ N/B
136	Water Truck, 4000 gallon	10	Day		\$ N/B	\$ N/B
137	Water Truck, 4000 gallon	6	WK		\$ N/B	\$ N/B
138	Water Truck, 4000 gallon	24	MO		\$ N/B	\$ N/B
Total for Group B:					\$	8265

**Group C: Miscellaneous Equipment**

139	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	5	Day		\$ N/B	\$ N/B
140	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	3	WK		\$ N/B	\$ N/B
141	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	6	MO		\$ N/B	\$ N/B
142	Roller, 48" Vibratory, steel wheel double drum	6	Day		\$ N/B	\$ N/B
143	Roller, 48" Vibratory, steel wheel double drum	2	WK		\$ N/B	\$ N/B
144	Roller, 48" Vibratory, steel wheel double drum	2	MO		\$ N/B	\$ N/B
145	Roller, 47" ride on smooth DBL 3 Ton	3	Day		\$ 175	\$ 525
146	Roller, 47" ride on smooth DBL 3 Ton	1	WK		\$ 700	\$ 700
147	Roller, 47" ride on smooth DBL 3 Ton	1	MO		\$ 2100	\$ 2100
148	12000 Gallon Water Tank Tower	1	Day		\$ N/B	\$ N/B
149	12000 Gallon Water Tank Tower	5	WK		\$ N/B	\$ N/B
150	12000 Gallon Water Tank Tower	24	MO		\$ N/B	\$ N/B
Total for Group C:					\$	3325

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>Group D: Transport Delivery and Miscellaneous Charges</b>					
151	Transport Delivery Flat Fee for sites round trip- Regular size	3	Trip	\$ 125	\$ 375
152	Transport Delivery Flat Fee for sites round trip- Permit size	3	Trip	\$ 160	\$ 480
153	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip	\$ 300	\$ 900
154	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip	\$ 300	\$ 900
155	Transport Delivery Flat Fee Green Valley round trip-regular size	3	Trip	\$ 150	\$ 450
156	Transport Delivery Flat Fee Green Valley round trip-permit size	3	Trip	\$ 185	\$ 555
157	Transport Delivery Flat Fee A7 Ranch round trip-regular size	3	Trip	\$ 225	\$ 675
158	Transport Delivery Flat Fee A7 Ranch round trip- Permit size	3	Trip	\$ 260	\$ 780
159	Transport Delivery Flat Fee Bar V Ranch round trip-regular size	3	Trip	\$ 125	\$ 375
160	Transport Delivery Flat Fee Bar V Ranch round trip- Permit size	3	Trip	\$ 160	\$ 480
161	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-regular size	3	Trip	\$ 225	\$ 675
162	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-Permit size	3	Trip	\$ 260	\$ 780
163	Transport Delivery Flat Fee J Six Ranch round trip-regular size	3	Trip	\$ 150	\$ 450
164	Transport Delivery Flat Fee J Six Ranch round trip- Permit size	3	Trip	\$ 185	\$ 555
165	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Regular size	3	Trip	\$ 150	\$ 450
166	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Permit size	3	Trip	\$ 185	\$ 555
167	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Regular size	3	Trip	\$ 225	\$ 675
168	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Permit size	3	Trip	\$ 260	\$ 780
169	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Regular size	3	Trip	\$ 125	\$ 375
170	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Permit size	3	Trip	\$ 160	\$ 480
171	Service Calls	5	Hour	\$ 125	\$ 625
172	Broom wear per inch	5	EA	\$ N/A	\$ N/A
173	Labor/Charge for Not normal ward and Tear of Equipment	120	Hour	\$ N/A	\$ N/A
<b>TOTAL For Group D</b>					<b>\$ 12,370</b>

900 ME

Indicate the name of the A.R.S. § 44-1799.41 surcharge your company list on the invoice: "NONE"**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Attachment B: Contractor's Equipment/Branch Locations** (1 Page)

Please list the full size rental facility and any additional location(s), if available, that County may utilize.

Location: 4350 S PALO VERDE RD  
TULSON, AZ 85714

Contact Name: KELLY DOMINGUEZ

Telephone No.: 520-8896396

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the days of operation below:

Sun ☐ Hours of Operation: CLOSED  
Mon ☐ Hours of Operation: 7-5  
Tue ☐ Hours of Operation: 7-5  
Wed ☐ Hours of Operation: 7-5  
Thu ☐ Hours of Operation: 7-5  
Fri ☐ Hours of Operation: 7-5  
Sat ☐ Hours of Operation: 7-12

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_  
Mon ☐ Hours of Operation: \_\_\_\_\_  
Tue ☐ Hours of Operation: \_\_\_\_\_  
Wed ☐ Hours of Operation: \_\_\_\_\_  
Thu ☐ Hours of Operation: \_\_\_\_\_  
Fri ☐ Hours of Operation: \_\_\_\_\_  
Sat ☐ Hours of Operation: \_\_\_\_\_

Location: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_  
Mon ☐ Hours of Operation: \_\_\_\_\_  
Tue ☐ Hours of Operation: \_\_\_\_\_  
Wed ☐ Hours of Operation: \_\_\_\_\_  
Thu ☐ Hours of Operation: \_\_\_\_\_  
Fri ☐ Hours of Operation: \_\_\_\_\_  
Sat ☐ Hours of Operation: \_\_\_\_\_

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_  
Mon ☐ Hours of Operation: \_\_\_\_\_  
Tue ☐ Hours of Operation: \_\_\_\_\_  
Wed ☐ Hours of Operation: \_\_\_\_\_  
Thu ☐ Hours of Operation: \_\_\_\_\_  
Fri ☐ Hours of Operation: \_\_\_\_\_  
Sat ☐ Hours of Operation: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000174

MA Version: 1

Page: 1 of 9

Description: Heavy Equipment Rentals

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-21-2022
	150 W. Congress St. 5th Fl		Expiration Date: 08-20-2023
	Tucson AZ 85701		
	Issued By: MARIA CANIZALES		
	Phone: 5207248167		
	Email: maria.canizales@pima.gov		
		<div>NTE Amount: Used Amount: \$0.00</div>	

V E N D O R	RDO Construction Equipment CO	Contact: LISA ROBERTS
	DBA: RDO Equipment CO	Phone: 520-294-5262
	5051 S OUTLET CENTER DR	Email: lroberts@rdoequipment.com
	TUCSON AZ 85706	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

This Master Agreement 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.





# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 2 of 9

Line	Description					
1	SGP-A Auger Drive Discount 0.0000 %	UOM DAY	Unit Price \$130.00	Stock Code	VPN	MPN
2	SGP-A Auger Drive Discount 0.0000 %	UOM WK	Unit Price \$255.00	Stock Code	VPN	MPN
3	SGP-A Auger Drive Discount 0.0000 %	UOM MO	Unit Price \$435.00	Stock Code	VPN	MPN
4	SGP-A Auger 12" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$30.00	Stock Code	VPN	MPN
5	SGP-A Auger 12" - Bit Discount 0.0000 %	UOM WK	Unit Price \$55.00	Stock Code	VPN	MPN
6	SGP-A Auger 12" - Bit Discount 0.0000 %	UOM MO	Unit Price \$95.00	Stock Code	VPN	MPN
7	SGP-A Auger 18" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$30.00	Stock Code	VPN	MPN
8	SGP-A Auger 18" - Bit Discount 0.0000 %	UOM WK	Unit Price \$55.00	Stock Code	VPN	MPN
9	SGP-A Auger 18" - Bit Discount 0.0000 %	UOM MO	Unit Price \$95.00	Stock Code	VPN	MPN
10	SGP-A Auger 24" - Bit Discount 0.0000 %	UOM DAY	Unit Price \$30.00	Stock Code	VPN	MPN
11	SGP-A Auger 24" - Bit Discount 0.0000 %	UOM WK	Unit Price \$55.00	Stock Code	VPN	MPN
12	SGP-A Auger 24" - Bit Discount 0.0000 %	UOM MO	Unit Price \$95.00	Stock Code	VPN	MPN
13	SGP-A Auger 2 FT Extension Discount 0.0000 %	UOM DAY	Unit Price \$30.00	Stock Code	VPN	MPN
14	SGP-A Auger 2 FT Extension Discount 0.0000 %	UOM WK	Unit Price \$55.00	Stock Code	VPN	MPN
15	SGP-A Auger 2 FT Extension Discount 0.0000 %	UOM MO	Unit Price \$95.00	Stock Code	VPN	MPN
16	SGP-A Backhoe Loader 1.5 CY +/-: 12" Bucket Discount 0.0000 %	UOM DAY	Unit Price \$330.00	Stock Code	VPN	MPN
17	SGP-A Backhoe Loader 1.5 CY +/-: 12" Bucket Discount 0.0000 %	UOM WK	Unit Price \$980.00	Stock Code	VPN	MPN
18	SGP-A Backhoe Loader 1.5 CY +/-: 12" Bucket Discount 0.0000 %	UOM MO	Unit Price \$2,500.00	Stock Code	VPN	MPN
19	SGP-A Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' ext Discount 0.0000 %	UOM DAY	Unit Price \$330.00	Stock Code	VPN	MPN



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 3 of 9

Line	Description					
20	SGP-A Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' ext					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$980.00			
21	SGP-A Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' ext					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,500.00			
22	SGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$330.00			
23	SGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$895.00			
24	SGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,280.00			
25	SGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$330.00			
26	SGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$980.00			
27	SGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,500.00			
28	SGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$280.00			
29	SGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$835.00			
30	SGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,250.00			
31	SGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$660.00			
32	SGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,960.00			
33	SGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,000.00			
34	SGP-A Excavator Crawler, i.e.: Case CX-210.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$725.00			
35	SGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,175.00			
36	SGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,550.00			
37	SGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$280.00			
38	SGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$835.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

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Line	Description					
39	SGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,125.00			
40	SGP-A Excavator, long reach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,500.00			
41	SGP-A Excavator, long reach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$4,500.00			
42	SGP-A Excavator, long reach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$13,500.00			
43	SGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$880.00			
44	SGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,640.00			
45	SGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$6,720.00			
46	SGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$580.00			
47	SGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,735.00			
48	SGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,420.00			
49	SGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$525.00			
50	SGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,570.00			
51	SGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,420.00			
52	SGP-A Dozer, CAT D9, Mud Tracks, U Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$525.00			
53	SGP-A Dozer, CAT D9, Mud Tracks, U Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,570.00			
54	SGP-A Dozer, CAT D9, Mud Tracks, U Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,995.00			
55	SGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$2,000.00			
56	SGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$6,000.00			
57	SGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$16,000.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

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Line	Description					
58	SGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$720.00			
59	SGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,150.00			
60	SGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,500.00			
61	SGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,250.00			
62	SGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$5,250.00			
63	SGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$13,390.00			
64	SGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$975.00			
65	SGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,920.00			
66	SGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$7,440.00			
67	SGP-A Motor Grader 14', 140H 150 HP, moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,035.00			
68	SGP-A Motor Grader 14', 140H 150 HP, moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$3,100.00			
69	SGP-A Motor Grader 14', 140H 150 HP, moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$7,905.00			
70	SGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$300.00			
71	SGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$900.00			
72	SGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,295.00			
73	SGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$225.00			
74	SGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$670.00			
75	SGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,700.00			
76	SGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$400.00			



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Line	Description					
77	SGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,200.00			
78	SGP-A Skid Steer bobcat type, with high-flow, 78"-84" bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,600.00			
79	SGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$360.00			
80	SGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$985.00			
81	SGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,510.00			
82	SGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$545.00			
83	SGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,635.00			
84	SGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,165.00			
85	SGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$545.00			
86	SGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,635.00			
87	SGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,165.00			
88	SGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$615.00			
89	SGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,845.00			
90	SGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,700.00			
91	SGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$700.00			
92	SGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,100.00			
93	SGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,355.00			
94	SGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$860.00			
95	SGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,575.00			



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Line	Description					
96	SGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$6,570.00			
97	SGP-C Broom Side-Cast (road broom) 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$290.00			
98	SGP-C Broom Side-Cast (road broom) 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$870.00			
99	SGP-C Broom Side-Cast (road broom) 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,210.00			
100	SGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$315.00			
101	SGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$935.00			
102	SGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,380.00			
103	SGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$245.00			
104	SGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$735.00			
105	SGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,870.00			
106	SGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$200.00			
107	SGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$600.00			
108	SGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,800.00			
109	Transport Flat Fee for sites round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$600.00			
110	Transport Flat Fee for sites round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$800.00			
111	Transport Flat Fee Mt. Lemmon round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$2,000.00			
112	Transport Flat Fee Mt. Lemmon round trip-Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$2,200.00			
113	Transport Flat Fee Green Valley round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$900.00			
114	Transport Flat Fee Green Valley round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,000.00			



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Line	Description					
115	Transport Flat Fee A7 Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,120.00			
116	Transport Flat Fee A7 Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,220.00			
117	Transport Flat Fee Bar V Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,000.00			
118	Transport Flat Fee Bar V Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,100.00			
119	Transport Flat Fee Sand & Clyne Ranches round trip-regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$960.00			
120	Transport Flat Fee Sand & Clyne Ranches round trip-permit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,060.00			
121	Transport Flat Fee J Six Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$800.00			
122	Transport Flat Fee J Six Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$900.00			
123	Transport Flat Fee King's 98 Ranch AV round trip- Regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$2,040.00			
124	Transport Flat Fee King's 98 Ranch AV round trip-Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$2,140.00			
125	Transport Flat Fee Rancho Seco AV round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$960.00			
126	Transport Flat Fee Rancho Seco AV round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,060.00			
127	Transport Flat Fee Carpenter Ranch/ NW round trip- Regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$800.00			
128	Transport Flat Fee Carpenter Ranch / NW round trip- Permit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$900.00			
129	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$197.00			
130	Broom wear per inch No Charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
131	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$197.00			
132	Free Form Line items not listed but within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			



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Line	Description					
96	Transport Flat Fee Sand & Clyne Ranch round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$260.00			
97	Transport Flat Fee J Six Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$150.00			
98	Transport Flat Fee J Six Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$185.00			
99	Transport Flat Fee King's 98 Ranch/AV round trip Regular siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$150.00			
100	Transport Flat Fee King's 98 Ranch/AV round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$185.00			
101	Transport Flat Fee Rancho Seco/AV round trip Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$225.00			
102	Transport Flat Fee Rancho Seco/AV round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$260.00			
103	Transport Flat Fee Carpenter Ranch/ NW round trip Regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
104	Transport Flat Fee Carpenter Ranch/ NW round trip Permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$160.00			
105	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$125.00			
106	Broom wear per inch No Charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
107	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,071,810.00			
108	Free Form Line items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			



**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Heavy Equipment Rentals on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor, a secondary Contractor and back-up Contractor, if available. Primary award will be to low bid (per group or line item) meeting all specifications, terms and conditions, the secondary and back-up awards will be to the next lowest bids (per group or line item) meeting all specifications, terms and conditions.

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 Amendments, 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 and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**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.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is authorized to rent heavy equipment for a minimum of three (3) years, including the current year prior to submitting a bid response to this solicitation.  <b>Attach the copy of business license/documentation with the submission of the bid.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of items. Provide address of local facility: <u>5051 S Outlet Center Drive</u> <u>Tucson AZ 85706</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor to provide various types of heavy equipment rentals for County departments.

**4.1. General Specifications:**

- 4.1.1. Pima County requires Heavy Equipment Rental Services **ONLY**. A list of probable equipment to rent (not limited to) and estimated annual quantities listed in Attachment A: Pricing Page (5 Pages).
- 4.1.2. Equipment is used within County, including Ajo Arizona, Mount Lemmon, Green Valley, Sahuarita, and other County location(s).
- 4.1.3. Contractor must provide a list of all locations County may utilize to rent equipment in Attachment B: List of Additional Locations (1 Page).
- 4.1.4. County will communicate to contractor, at the time of order, if the equipment will be pick-up or delivered. Delivery charges listed in Attachment A: Pricing Page (5 Pages).
- 4.1.5. **County will only pay surcharge per A.R.S. § 44-1799.41 on Attachment A: Pricing Page (5 Pages); indicate how the name of this surcharge is listed on your Contractor's Invoice.** Prices for rental equipment shall include all costs, incidentals, fees, environmental, **other surcharges that are not listed, overage/overtime, etc.,** inclusive of the use of the equipment. No additional charges outside of those listed in Attachment A: Pricing Page (5 Pages) are allowed, except to the extent caused by County's action or inaction.
- 4.1.6. Contractor must have equipment for rent in serviceable condition and ready for immediate operation. The Contractor is responsible for checking equipment prior to delivery or pick-up to ensure there are no missing or broken parts, accessories, etc., (discrepancies must be noted on the rental paperwork) and that equipment and attachments are working appropriately.
- 4.1.7. County will conduct an equipment inspection at time of delivery and pick-up and should include a look at the following accessories/consumables and wear items for missing, broke or damaged equipment to ensure the County is not charged for damage prior to actual usage and that all equipment is safe before each use. Photo documentation is acceptable as proof of delivery with date and timestamp:
  - Brushes
  - Brooms
  - Blades
  - Cutting edges
  - Teeth, etc.
- 4.1.8. Contractor must have equipment ready for delivery or pick-up a maximum of four (4) hours from receiving D.O. or DOM via fax or email.
- 4.1.9. Contractor must provide all equipment to be late-model equipment with current safety inspection material viewable or available upon request. Drivable equipment shall have an automatic transmission, if available.
- 4.1.10. County will report via fax or email when equipment has broken down. Contractor must respond in a maximum of two (2) hours of notification.
- 4.1.11. If Contractor is unable to fix the equipment and the equipment is unusable for any reason, Contractor shall replace the equipment in a maximum of twenty-four (24) hours.
- 4.1.12. Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by County's negligence.
- 4.1.13. Contractor must have a full-size rental facility capable of providing the services required in this solicitation. Contractor must be open a minimum of eight (8) hours each day Monday through Friday and open a minimum of four (4) hours on Saturday or have an on-call service. Contractor must provide an emergency phone number available to County personnel during the hours not listed above.

- 4.1.14. Contractors may bid on any number of groups or equipment items based on the equipment available to rent. Quantities referred to are annual estimated quantities and may not reflect the actual amount of items that the County will request during the term of this agreement.

**4.2. Rental Rates:**

- 4.2.1. Each Contractor shall provide daily, weekly and monthly rates for each piece of equipment listed on the Pricing Pages. Whenever one rate equals or exceeds the next category, the rate will change to the greater category. For example, a daily rate may equal a weekly rate after four (4) days. In that event, the lowest rate then becomes applicable for the remaining rental period.
- 4.2.2. Contractor is responsible for making sure all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. Prior to the pick-up of equipment by the Contractor, departments will fill equipment with the same amount of fuel initially received if fuel delivery is available.
- 4.2.3. If equipment is returned with a lower amount of fuel than the initially rented level, Contractor will select one of the following options:
- a) Not charge County for fuel replacement.
  - b) Fill equipment with fuel at the cost of no more than \$0.50 over the average diesel/gas price per gallon for the Tucson area. Example: today, 4/21/2022 (for example only) at (<http://www.tucsongasprices.com>), the top (lowest) gas prices average \$2.39 a gallon for diesel.
  - c) Contractor may allow County to fuel equipment on Contractor's site.
- 4.3.4 Contractor will supply all consumables (not fuel) required to utilize the equipment being rented at no additional charge to County. Equipment must be issued with new or nearly new consumables.
- 4.3.5 Once rental equipment is returned to the Contractor, the County and Contractor shall review wear items such as brooms/brushes, teeth, and cutting edges to determine if there will be any additional charges assessed to the County.

**4.3. Contractor's Responsibilities**

- 4.3.1. Equipment checklist must be completed at the time of delivery/pick up. If no one is available to sign document and send to Fleet Services within 24 hours. Checklist must contain at a minimum location, DO or DOM reference, equipment year, make, model, VIN, equipment condition and odometer/hour meter reading. **Contractor and County must send documentation to [FleetHERentals@pima.gov](mailto:FleetHERentals@pima.gov).**
- 4.3.2. Contractor is responsible for verifying equipment preventative maintenance (PM) intervals, arranging the swapping of equipment and / or returning completed PM equipment back to the County without disruption to County project unless prior arrangements have been made with department and contractor. Contractor is responsible preventative maintenance on all rental equipment. County will not be charged for PM performed on rental equipment.

**4.4. County Department's Responsibility:**

- 4.4.1. Department must comply with, Administrative Procedures 49-2: Pima County Fleet Asset Management and Board of Supervisors Policy F 49.2: Equipment Utilization.
- 4.4.2. Department must log into SharePoint located on Fleet Service Department (FS) internet page, justifying rental, details of equipment need, rental duration, location where equipment will be used, and funding source.
- 4.4.3. Department may work directly with the renting/leasing agency with prior approval from Fleet Services Director.
- 4.4.4. Department must notify FS at five (5) months of rental/lease duration if the equipment is rented longer than six (6) months. Department must provide justification and the number of hours the equipment

has been utilized while renting. If Fleet Services Director approves the continued rental/lease, FS must mark as a Pima County Vehicle and G.P.S. system installed pursuant to A.R.S. 38-538. Equipment requiring G.P.S. and Decal installation will have a special bill charge assessed to the department. Justification memo must be signed by both Department Director and Fleet Services Director.

- 4.4.5. Department must submit a weekly checklist on FS intranet page Forms & Procedures (pima.gov) to FS, including weekly hour meter readings.
- 4.4.6. Department must make arrangements prior to "turn in" of rental equipment for Fleet Services fuel truck to fill equipment tank.

5. **SUSTAINABILITY:**

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

- ☐ Waste prevention/reduction or material recycling/reuse?
- ☒ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☒ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

6. **OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

7. **ACCEPTANCE OF GOODS & SERVICES:**

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

8. **COMPENSATION & PAYMENT:**

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

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.

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.

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.

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, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price
N/A			

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

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does 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 DO or DOM 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 Early Payment Discount.

Optional Early Payment Discount Percent: -0- % If payment tendered within -0- Days as indicated above.

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

All Invoice documents will reference the County's DO or DOM 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.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 DO or DOM 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).

#### 9. **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 DO or DOM document.

Define delivery locations made Monday through Friday excluding observed County holidays but not limited to the following;

- Conveyance; 3355 N. Dodge Blvd, Tucson, Arizona 85716, business hours 7:00 A.M. - 2:30 P.M.
- Environmental Quality; 5801 W. Ina Rd Tucson, Arizona 85743, business hours 8:00 A.M. - 4:00 P.M.
- Fleet Services; 1291 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:30 P.M.
- Kino Sports Complex; 2500 E. Ajo Way Tucson, Arizona 85713, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; 3500 W. River Rd Tucson, Arizona 85741, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; Outlying locations – see Attachment C: Maps for Ranch Delivery Locations
- Sub Regional WRF; 4527 W. Walker Rd Tucson, Arizona 85743 business hours 7:00 A.M. - 2:00 P.M.
- Transportation; 1313 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:00 P.M.
- Tres Rios WRF; 7101 N. Casa Grande Hwy Tucson, Arizona 85743, business hours 7:30 A.M. - 3:30 P.M.

Contractor must provide flat fee for delivery and pick-up but not limited to the following locations See Attachment C: Maps for Ranch Delivery Locations (10 Pages):

A7 Ranch/SPR Zone  
10250 N Reddington Rd.  
Benson, AZ 85602  
Parcel 205-270-020  
Jess Barry, (520) 668-4980  
[Jess.barry@pima.gov](mailto:Jess.barry@pima.gov)

Bar V Ranch  
16901 S. Old Sonoita Hwy.  
Vail, AZ 85641  
Parcel 305-391-600  
Floyd White (520) 954-573  
[Floyd.white@pima.gov](mailto:Floyd.white@pima.gov)

Sands & Clyne Ranches  
28485 S. Clyne Rd.  
Elgin, AZ 85611  
Parcel 306-340-40E  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

J Six Ranch  
State of Arizona  
Parcel 306-180-21A  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

King's 98 Ranch/ North AV  
State of Arizona  
Parcel 301-190-05H  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Rancho Seco/South AV

Parcel 302-080-120

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Carpenter Ranch/NW Zone

Bureau of Reclamation

Parcel 217-310-97C

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

County may require additional locations for deliveries and pick-up for locations not listed. County and Contractor will negotiate a flat fee for delivery and pick-up.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, 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.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200095 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

**Notice of Cancellation:**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium:

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

13. **PERFORMANCE BOND:** Not applicable to this Agreement.

14. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
2200095 1	05-13-2022	2200095 2	05-25-2022	2200095 3	6-09-2022

15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions 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.



**16. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** RDO Construction Equipment Co.

**BUSINESS ALSO KNOWN AS:** RDO Equipment Co.

**MAILING ADDRESS:** 5051 S Outlet Center Drive

**CITY/STATE/ZIP:** Tucson AZ 85706

**REMIT TO ADDRESS:** PO Box 7160

**CITY/STATE/ZIP:** Fargo ND 58106

**CONTACT PERSON NAME/TITLE:** Lisa Roberts Tucson Office Manager

**PHONE:** 520-294-5262 **FAX:** 520-573-1295

**CONTACT PERSON EMAIL ADDRESS:** lroberts@rdoequipment.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** lroberts@rdoequipment.com

**CORPORATE HEADQUARTERS ADDRESS:** 225 Broadway N 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 amendments and has incorporated all such amendments 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 will constitute a firm offer and upon the issuance of a MA 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"] section.

**SIGNATURE:**  **DATE:** 6-2-2022

Armando Gonzales, Rental Sales Professional

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND EMAIL:** 520-294-5262 agonzales@rdoequipment.com

County Attorney Contract Approval "As to Form".

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

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB) or Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 the bids or ranking of proposals.

**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 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 Contractor's 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.plma.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**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. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**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.

**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. BOOK 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:**

For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page** (5 Pages)**UNIT PRICES (Net 30-day Payment Terms)**

FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment**

1	Auger Drive	5	Day		\$ 130.00	\$ 650.00
2	Auger Drive	1	WK		\$ 255.00	\$ 255.00
3	Auger Drive	2	MO		\$ 435.00	\$ 870.00
4	Auger 12" - Bit	5	Day		\$ 30.00	\$ 150.00
5	Auger 12" - Bit	1	WK		\$ 55.00	\$ 55.00
6	Auger 12" - Bit	2	MO		\$ 95.00	\$ 190.00
7	Auger 18" - Bit	5	Day		\$ 30.00	\$ 150.00
8	Auger 18" - Bit	1	WK		\$ 55.00	\$ 55.00
9	Auger 18" - Bit	2	MO		\$ 95.00	\$ 190.00
10	Auger 24" - Bit	5	Day		\$ 30.00	\$ 150.00
11	Auger 24" - Bit	1	WK		\$ 55.00	\$ 55.00
12	Auger 24" - Bit	2	MO		\$ 95.00	\$ 190.00
13	Auger 2 FT Extension	5	Day		\$ 30.00	\$ 150.00
14	Auger 2 FT Extension	1	WK		\$ 55.00	\$ 55.00
15	Auger 2 FT Extension	2	MO		\$ 95.00	\$ 190.00
16	Backhoe Loader 1.5 CY +/- 12" Bucket	12	Day		\$330.00	\$ 3960.00
17	Backhoe Loader 1.5 CY +/- 12" Bucket	1	WK		\$980.00	\$ 980.00
18	Backhoe Loader 1.5 CY +/- 12" Bucket	3	MO		\$2500.00	\$ 7500.00
19	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	15	Day		\$330.00	\$ 4950.00
20	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	3	WK		\$ 980.00	\$ 2940.00
21	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	26	MO		\$2500.00	\$ 65000.00
22	Backhoe, 4WD	15	Day		\$330.00	\$ 4950.00
23	Backhoe, 4WD	1	WK		\$ 895.00	\$ 895.00
24	Backhoe, 4WD	1	MO		\$2280.00	\$ 2280.00
25	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	5	Day		\$ 330.00	\$ 1650.00
26	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	WK		\$ 980.00	\$ 980.00
27	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	MO		\$2500.00	\$ 2500.00
28	Gannon Loader/Tractor	15	Day		\$ 280.00	\$ 4200.00
29	Gannon Loader/Tractor	4	WK		\$ 835.00	\$ 3340.00
30	Gannon Loader/Tractor	8	MO		\$ 2250.00	\$ 18000.00
31	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	10	Day		\$ 660.00	\$ 6600.00
32	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	3	WK		\$1960.00	\$ 5880.00
33	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	12	MO		\$5000.00	\$ 60000.00
34	Excavator Crawler, i.e.: Case CX-210	7	Day		\$ 725.00	\$ 5075.00
35	Excavator Crawler, i.e.: Case CX-210	4	WK		\$ 2175.00	\$ 8700.00
36	Excavator Crawler, i.e.: Case CX-210	3	MO		\$5550.00	\$ 16650.00
37	Excavator, mini Diesel 6800-7400 LBS	20	Day		\$ 280.00	\$ 5600.00
38	Excavator, mini Diesel 6800-7400 LBS	1	WK		\$ 835.00	\$ 835.00
39	Excavator, mini Diesel 6800-7400 LBS	1	MO		\$ 2125.00	\$ 2125.00



**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

40	Excavator, long reach	5	Day	\$1500.00	\$ 7500.00
41	Excavator, long reach	1	WK	\$4500.00	\$ 4500.00
42	Excavator, long reach	1	MO	\$13500.00	\$ 13500.00
43	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	3	Day	\$ 880.00	\$ 2640.00
44	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	9	WK	\$2640.00	\$23760.00
45	Excavator 800 Track r with Hammer/Compactor/Thumb Attachments	1	MO	\$6720.00	\$ 6720.00
46	Excavator Thumb/ZX135US	5	Day	\$ 580.00	\$ 2900.00
47	Excavator Thumb/ZX135US	1	WK	\$1735.00	\$ 1735.00
48	Excavator Thumb/ZX135US	1	MO	\$4420.00	\$ 4420.00
49	Dozer, CAT D3, Mud Tracks, PAT Blade	5	Day	\$525.00	\$ 2625.00
50	Dozer, CAT D3, Mud Tracks, PAT Blade	2	WK	\$1570.00	\$ 3140.00
51	Dozer, CAT D3, Mud Tracks, PAT Blade	1	MO	\$3995.00	\$ 3995.00
52	Dozer, CAT D9, Mud Tracks, U Blade	3	Day	\$2000.00	\$ 6000.00
53	Dozer, CAT D9, Mud Tracks, U Blade	1	WK	\$6000.00	\$ 6000.00
54	Dozer, CAT D9, Mud Tracks, U Blade	1	MO	\$16000.00	\$ 16000.00
55	Dozer, 700L	5	Day	\$720.00	\$ 3600.00
56	Dozer, 700L	1	WK	\$2150.00	\$ 2150.00
57	Dozer, 700L	1	MO	\$5500.00	\$ 5500.00
58	Dozer CAT D6 track PAT Blade	5	Day	\$ 975.00	\$ 4875.00
59	Dozer CAT D6 track PAT Blade	2	WK	\$2925.00	\$ 5850.00
60	Dozer CAT D6 track PAT Blade	6	MO	\$7460.00	\$ 44760.00
61	Dozer CAT D8 track PAT Blade	5	Day	\$ 1250.00	\$ 6250.00
62	Dozer CAT D8 track PAT Blade	2	WK	\$ 5250.00	\$ 10500.00
63	Dozer CAT D8 track PAT Blade	6	MO	\$13390.00	\$ 80340.00
64	Motor Grader 12" Moldboard	7	Day	\$ 975.00	\$ 6825.00
65	Motor Grader 12" Moldboard	3	WK	\$2920.00	\$ 8760.00
66	Motor Grader 12" Moldboard	12	MO	\$7440.00	\$ 89280.00
67	Motor Grader 14', 140H 150 HP, moldboard	5	Day	\$1035.00	\$ 5175.00
68	Motor Grader 14', 140H 150 HP, moldboard	3	WK	\$3100.00	\$ 9300.00
69	Motor Grader 14', 140H 150 HP, moldboard	12	MO	\$ 7905.00	\$ 94860.00
70	Motor Grader 10'	2	Day	\$ NA	\$ NA
71	Motor Grader 10'	3	WK	\$ NA	\$ NA
72	Motor Grader 10'	1	MO	\$ NA	\$ NA
73	Skid Steer - Track 2500 -2999 LBS	2	Day	\$ 300.00	\$ 600.00
74	Skid Steer - Track 2500 -2999 LBS	2	WK	\$ 900.00	\$ 1800.00
75	Skid Steer - Track 2500 -2999 LBS	1	MO	\$2295.00	\$ 2295.00
76	Skid Steer Lob Case 1750-1999 LBS	2	Day	\$ 225.00	\$ 450.00
77	Skid Steer Lob Case 1750-1999 LBS	1	WK	\$ 670.00	\$ 670.00
78	Skid Steer Lob Case 1750-1999 LBS	1	MO	\$1700.00	\$ 1700.00
79	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	13	Day	\$ NA	\$ NA
80	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	3	WK	\$ NA	\$ NA
81	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	4	MO	\$ NA	\$ NA

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

82	Skid Steer bobcat type, 84" with trailer	5	Day		\$ NA	\$ NA
83	Skid Steer bobcat type, 84" with trailer	2	WK		\$ NA	\$ NA
84	Skid Steer bobcat type, 84" with trailer	4	MO		\$ NA	\$ NA
85	Skid Steer bobcat type, with high-flow, 78"-84" bucket	5	Day		\$ 400.00	\$ 2000.00
86	Skid Steer bobcat type, with high-flow, 78"-84" bucket	2	WK		\$ 1200.00	\$ 2400.00
87	Skid Steer bobcat type, with high-flow, 78"-84" bucket	4	MO		\$ 3600.00	\$ 14400.00
88	Skid Steer Post Driver Mounted Attachment	2	Day		\$ NA	\$ NA
89	Skid Steer Post Driver Mounted Attachment	2	WK		\$ NA	\$ NA
90	Skid Steer Post Driver Mounted Attachment	1	MO		\$ NA	\$ NA
91	Skid Steer, Bobcat T750	2	Day		\$ 360.00	\$ 720.00
92	Skid Steer, Bobcat T750	1	WK		\$ 985.00	\$ 985.00
93	Skid Steer, Bobcat T750	1	MO		\$ 2510.00	\$ 2510.00
94	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	5	Day		\$ 545.00	\$ 2725.00
95	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	2	WK		\$ 1635.00	\$ 3270.00
96	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	6	MO		\$ 4165.00	\$ 24990.00
97	Wheel Loader, 2.5	2	Day		\$ 545.00	\$ 1090.00
98	Wheel Loader, 2.5	2	WK		\$ 1635.00	\$ 3270.00
99	Wheel Loader, 2.5	1	MO		\$ 4165.00	\$ 4165.00
100	Wheel Loader, Front End, 3 YD 4WD	5	Day		\$ 615.00	\$ 3075.00
101	Wheel Loader, Front End, 3 YD 4WD	2	WK		\$ 1845.00	\$ 3690.00
102	Wheel Loader, Front End, 3 YD 4WD	6	MO		\$ 4700.00	\$ 28200.00
103	Wheel Loader, 3.5	3	Day		\$ 700.00	\$ 2100.00
104	Wheel Loader, 3.5	1	WK		\$ 2100.00	\$ 2100.00
105	Wheel Loader, 3.5	2	MO		\$ 5355.00	\$ 10710.00
106	Wheel Loader, Front End, 4 CY, 4WD	15	Day		\$ 860.00	\$ 12900.00
107	Wheel Loader, Front End, 4 CY, 4WD	3	WK		\$ 2575.00	\$ 7725.00
108	Wheel Loader, Front End, 4 CY, 4WD	9	MO		\$ 6570.00	\$ 59130.00
<b>Total for Group A:</b>					<b>\$</b>	<b>931850.00</b>

**Group B: Heavy Trucks**

109	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	5	Day		\$ NA	\$ NA
110	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	2	WK		\$ NA	\$ NA
111	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	4	MO		\$ NA	\$ NA
112	Dump Truck 3-4 CY Crew Cab, Gas	5	Day		\$ NA	\$ NA
113	Dump Truck 3-4 CY Crew Cab, Gas	2	WK		\$ NA	\$ NA
114	Dump Truck 3-4 CY Crew Cab, Gas	1	MO		\$ NA	\$ NA
115	Dump Truck, 5 CY	5	Day		\$ NA	\$ NA
116	Dump Truck, 5 CY	6	WK		\$ NA	\$ NA
117	Dump Truck, 5 CY	12	MO		\$ NA	\$ NA
118	Dump Truck, 10 - 12 CY	5	Day		\$ NA	\$ NA
119	Dump Truck, 10 - 12 CY	6	WK		\$ NA	\$ NA
120	Dump Truck, 10 - 12 CY	12	MO		\$ NA	\$ NA

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group B: Heavy Trucks** (continued)

121	Dump Truck, 10 - 14 CY	5	Day		\$ NA	\$ NA
122	Dump Truck, 10 - 14 CY	1	WK		\$ NA	\$ NA
123	Dump Truck, 10 - 14 CY	1	MO		\$ NA	\$ NA
124	Dump Truck Tailgate, Spreader Box Cross Conveyor	3	Day		\$ NA	\$ NA
125	Dump Truck Tailgate, Spreader Box Cross Conveyor	2	WK		\$ NA	\$ NA
126	Dump Truck Tailgate, Spreader Box Cross Conveyor	12	MO		\$ NA	\$ NA
127	Tractor 65-75 HP	5	Day		\$ 500.00	\$ 2500.00
128	Tractor 65-75 HP	1	WK		\$ 1300.00	\$ 1300.00
129	Tractor 65-75 HP	3	MO		\$ 3800.00	\$ 11400.00
130	Vacuum Truck/Trailer	2	Day		\$ NA	\$ NA
131	Vacuum Truck/Trailer	2	WK		\$ NA	\$ NA
132	Vacuum Truck/Trailer	5	MO		\$ NA	\$ NA
133	Water Truck, 2000 gallon	2	Day		\$ NA	\$ NA
134	Water Truck, 2000 gallon	4	WK		\$ NA	\$ NA
135	Water Truck, 2000 gallon	12	MO		\$ NA	\$ NA
136	Water Truck, 4000 gallon	10	Day		\$ NA	\$ NA
137	Water Truck, 4000 gallon	6	WK		\$ NA	\$ NA
138	Water Truck, 4000 gallon	24	MO		\$ NA	\$ NA
Total for Group B:					\$	15200.00

**Group C: Miscellaneous Equipment**

139	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	5	Day		\$ 290.00	\$ 1450.00
140	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	3	WK		\$ 870.00	\$ 2610.00
141	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	6	MO		\$ 2210.00	\$ 13260.00
142	Roller, 48" Vibratory, steel wheel double drum	6	Day		\$ 315.00	\$ 1890.00
143	Roller, 48" Vibratory, steel wheel double drum	2	WK		\$ 935.00	\$ 1870.00
144	Roller, 48" Vibratory, steel wheel double drum	2	MO		\$ 2380.00	\$ 4760.00
145	Roller, 47" ride on smooth DBL 3 Ton	3	Day		\$ 245.00	\$ 735.00
146	Roller, 47" ride on smooth DBL 3 Ton	1	WK		\$ 735.00	\$ 735.00
147	Roller, 47" ride on smooth DBL 3 Ton	1	MO		\$ 1870.00	\$ 1870.00
148	12000 Gallon Water Tank Tower	1	Day		\$ 200.00	\$ 200.00
149	12000 Gallon Water Tank Tower	5	WK		\$ 600.00	\$ 3000.00
150	12000 Gallon Water Tank Tower	24	MO		\$ 1800.00	\$ 43200.00
Total for Group C:					\$	75580.00

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
<b>Group D: Transport Delivery and Miscellaneous Charges</b>					
151	Transport Delivery Flat Fee for sites round trip- Regular size	3	Trip	\$ 600.00	\$ 1800.00
152	Transport Delivery Flat Fee for sites round trip- Permit size	3	Trip	\$ 800.00	\$ 2400.00
153	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip	\$ 2000.00	\$ 6000.00
154	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip	\$ 2200.00	\$ 6600.00
155	Transport Delivery Flat Fee Green Valley round trip-regular size	3	Trip	\$ 900.00	\$ 2700.00
156	Transport Delivery Flat Fee Green Valley round trip-permit size	3	Trip	\$ 1000.00	\$ 3000.00
157	Transport Delivery Flat Fee A7 Ranch round trip-regular size	3	Trip	\$ 1120.00	\$ 3360.00
158	Transport Delivery Flat Fee A7 Ranch round trip- Permit size	3	Trip	\$ 1220.00	\$ 3660.00
159	Transport Delivery Flat Fee Bar V Ranch round trip-regular size	3	Trip	\$ 1000.00	\$ 3000.00
160	Transport Delivery Flat Fee Bar V Ranch round trip- Permit size	3	Trip	\$ 1100.00	\$ 3300.00
161	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-regular size	3	Trip	\$ 960.00	\$ 2880.00
162	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-Permit size	3	Trip	\$ 1060.00	\$ 3180.00
163	Transport Delivery Flat Fee J Six Ranch round trip-regular size	3	Trip	\$ 800.00	\$ 2400.00
164	Transport Delivery Flat Fee J Six Ranch round trip- Permit size	3	Trip	\$ 900.00	\$ 2700.00
165	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Regular size	3	Trip	\$ 2040.00	\$ 6120.00
166	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Permit size	3	Trip	\$ 2140.00	\$ 6420.00
167	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Regular size	3	Trip	\$ 960.00	\$ 2880.00
168	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Permit size	3	Trip	\$ 1060.00	\$ 3180.00
169	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Regular size	3	Trip	\$ 800.00	\$ 2400.00
170	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Permit size	3	Trip	\$ 900.00	\$ 2700.00
171	Service Calls	5	Hour	\$ 197.00	\$ 985.00
172	Broom wear per inch	5	EA	\$ NA	\$ NA
173	Labor/Charge for Not normal ward and Tear of Equipment	120	Hour	\$ 197.00	\$ 23640.00
<b>TOTAL For Group D</b>				\$ 95305.00	

Indicate the name of the A.R.S. § 44-1799.41 surcharge your company list on the invoice: ENVIRON. FEE

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# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000174

MA Version: 1

Page: 1 of 10

Description: Heavy Equipment Rentals

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-21-2022
	150 W. Congress St. 5th Fl		Expiration Date: 08-20-2023
	Tucson AZ 85701		
	Issued By: MARIA CANIZALES		
	Phone: 5207248167		
	Email: maria.canizales@pima.gov		

V E N D O R	H & E EQUIPMENT SERVICES INC	Contact: BRANDON BENTLAGE
	6155 S CAMPBELL	Phone: 520-770-1120
	TUCSON AZ 85706	Email: bbentlage@he-equipment.com
		Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

### Modification Reason

This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

This Master Agreement 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.



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000174

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Line	Description					
1	SGP-B Dump Truck, with hitch 2 5/16 in 7 Pin trailer connect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$440.00			
2	SGP-B Dump Truck, with hitch 2 5/16 in 7 Pin trailer connect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,300.00			
3	SGP-B Dump Truck, with hitch 2 5/16 in 7 Pin trailer connect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,500.00			
4	SGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$440.00			
5	SGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,300.00			
6	SGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,500.00			
7	SGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$900.00			
8	SGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,500.00			
9	SGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$10,500.00			
10	SGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$900.00			
11	SGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,500.00			
12	SGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$6,500.00			
13	SGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$450.00			
14	SGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,450.00			
15	SGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,200.00			
16	SGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$627.00			
17	SGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,993.00			
18	SGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,089.00			
19	SGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$450.00			



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

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Line	Description					
20	SGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,550.00			
21	SGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,500.00			
22	SGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$750.00			
23	SGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,200.00			
24	SGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,000.00			
25	TGP-A Auger Drive					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$115.00			
26	TGP-A Auger Drive					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$360.00			
27	TGP-A Auger Drive					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$720.00			
28	TGP-A Auger 12" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$10.00			
29	TGP-A Auger 12" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$35.00			
30	TGP-A Auger 12" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.00			
31	TGP-A Auger 18" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$20.00			
32	TGP-A Auger 18" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$45.00			
33	TGP-A Auger 18" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$70.00			
34	TGP-A Auger 24" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$30.00			
35	TGP-A Auger 24" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$55.00			
36	TGP-A Auger 24" - Bit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$80.00			
37	TGP-A Auger 2 FT Extension					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$10.00			
38	TGP-A Auger 2 FT Extension					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$35.00			



# MASTER AGREEMENT DETAILS

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Line	Description					
39	TGP-A Auger 2 FT Extension					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$60.00			
40	TGP-A Backhoe Loader 1.5 CY +/- 12" Bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
41	TGP-A Backhoe Loader 1.5 CY +/- 12" Bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$900.00			
42	TGP-A Backhoe Loader 1.5 CY +/- 12" Bucket					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,000.00			
43	TGP-A Backhoe Loader 1.5 CY 24" Bucket 4WD, 14'-18' extended					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
44	TGP-A Backhoe Loader 1.5 CY 24" Bucket 4WD, 14'-18' extended					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$900.00			
45	TGP-A Backhoe Loader 1.5 CY 24" Bucket 4WD, 14'-18' extended					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,000.00			
46	TGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
47	TGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$900.00			
48	TGP-A Backhoe, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,000.00			
49	TGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
50	TGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$900.00			
51	TGP-A Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,000.00			
52	TGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$300.00			
53	TGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$875.00			
54	TGP-A Gannon Loader/Tractor					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,875.00			
55	TGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$900.00			
56	TGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,975.00			
57	TGP-A Backhoe w/attachments 4WD hammer/breaker 500-5000 lb.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,900.00			





# PIMA COUNTY

## MASTER AGREEMENT DETAILS

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Line	Description					
58	TGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$900.00			
59	TGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,600.00			
60	TGP-A Excavator Crawler, i.e.: Case CX-210					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$7,000.00			
61	TGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$380.00			
62	TGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,000.00			
63	TGP-A Excavator, mini Diesel 6800-7400 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,000.00			
64	TGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$2,125.00			
65	TGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$5,500.00			
66	TGP-A Excavator 800 Track with Hammer/Compactor/Thumb Attach					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$15,000.00			
67	TGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$600.00			
68	TGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,000.00			
69	TGP-A Excavator Thumb/ZX135US					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,000.00			
70	TGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$650.00			
71	TGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,900.00			
72	TGP-A Dozer, CAT D3, Mud Tracks, PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,500.00			
73	TGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,000.00			
74	TGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$4,000.00			
75	TGP-A Dozer, 700L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12,000.00			
76	TGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,000.00			



# MASTER AGREEMENT DETAILS

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Line	Description					
77	TGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$4,000.00			
78	TGP-A Dozer CAT D6 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$12,000.00			
79	TGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,500.00			
80	TGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$5,000.00			
81	TGP-A Dozer CAT D8 track PAT Blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$14,750.00			
82	TGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$775.00			
83	TGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,815.00			
84	TGP-A Motor Grader 12" Moldboard					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$7,500.00			
85	TGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$775.00			
86	TGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,815.00			
87	TGP-A Motor Grader 10'					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$7,500.00			
88	TGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$590.00			
89	TGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,650.00			
90	TGP-A Skid Steer - Track 2500 -2999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,800.00			
91	TGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$350.00			
92	TGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,100.00			
93	TGP-A Skid Steer Lob Case 1750-1999 LBS					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,580.00			
94	TGP-A Skid Steer bobcat type, i.e Case #40XT, 60" w/trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$480.00			
95	TGP-A Skid Steer bobcat type, i.e Case #40XT, 60" w/trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,350.00			



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

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Line	Description					
96	TGP-A Skid Steer bobcat type, i.e Case #40XT, 60" w/trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,850.00			
97	TGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$500.00			
98	TGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,350.00			
99	TGP-A Skid Steer bobcat type, 84" with trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,950.00			
100	TGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$90.00			
101	TGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$275.00			
102	TGP-A Skid Steer Post Driver Mounted Attachment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$750.00			
103	TGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$450.00			
104	TGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,250.00			
105	TGP-A Skid Steer, Bobcat T750					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,000.00			
106	TGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$650.00			
107	TGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,200.00			
108	TGP-A Wheel Loader, 2CY w/various bucket i.e standard, rock					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,500.00			
109	TGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$650.00			
110	TGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,200.00			
111	TGP-A Wheel Loader, 2.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,500.00			
112	TGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$650.00			
113	TGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,200.00			
114	TGP-A Wheel Loader, Front End, 3 YD 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,500.00			



# PIMA COUNTY

## MASTER AGREEMENT DETAILS

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Line	Description					
115	TGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,100.00			
116	TGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,500.00			
117	TGP-A Wheel Loader, 3.5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$6,000.00			
118	TGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,400.00			
119	TGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$3,200.00			
120	TGP-A Wheel Loader, Front End, 4 CY, 4WD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$8,500.00			
121	TGP-C Broom Side-Cast road broom 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$400.00			
122	TGP-C Broom Side-Cast road broom 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,100.00			
123	TGP-C Broom Side-Cast road broom 4 wheel w/push blade					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,400.00			
124	TGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$370.00			
125	TGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,025.00			
126	TGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,600.00			
127	TGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$370.00			
128	TGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,025.00			
129	TGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,600.00			
130	TGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,700.00			
131	TGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,700.00			
132	TGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,700.00			
133	Transport Delivery Flat Fee for sites round trip- Regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$210.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000174

MA Version: 1

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Line	Description					
134	Transport Delivery Flat Fee for sites round trip- Permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$420.00			
135	Transport Delivery Flat Fee Mt. Lemmon round trip-regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$345.00			
136	Transport Delivery Flat Fee Mt. Lemmon round trip-permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$690.00			
137	Transport Delivery Flat Fee Green Valley round trip-regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$210.00			
138	Transport Delivery Flat Fee Green Valley round trip-permit s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$420.00			
139	Transport Delivery Flat Fee A7 Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$900.00			
140	Transport Delivery Flat Fee A7 Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,500.00			
141	Transport Delivery Flat Fee Bar V Ranch round trip-regular s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$300.00			
142	Transport Delivery Flat Fee Bar V Ranch round trip- Permit s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$600.00			
143	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$460.00			
144	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$920.00			
145	Transport Delivery Flat Fee J Six Ranch round trip-regular s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$300.00			
146	Transport Delivery Flat Fee J Six Ranch round trip- Permit s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$600.00			
147	Transport Flat Fee King's 98 Ranch AV round trip regular siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$300.00			
148	Transport Flat Fee King's 98 Ranch AV round trip permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$600.00			
149	Transport Flat Fee Rancho Seco/AV round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$460.00			
150	Transport Flat Fee Rancho Seco/AV round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$920.00			
151	Transport Flat Fee Carpenter Ranch/ NW round trip- Regular					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$210.00			
152	Transport Flat Fee Carpenter Ranch / NW round trip-Permit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$420.00			



# MASTER AGREEMENT DETAILS

Line	Description					
153	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$75.00			
154	Broom wear per inch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
155	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$125.00			
156	Free Form line items not listed but within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Heavy Equipment Rentals on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor, a secondary Contractor and back-up Contractor, if available. Primary award will be to low bid (per group or line item) meeting all specifications, terms and conditions, the secondary and back-up awards will be to the next lowest bids (per group or line item) meeting all specifications, terms and conditions.

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 Amendments, 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 and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**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.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is authorized to rent heavy equipment for a minimum of three (3) years, including the current year prior to submitting a bid response to this solicitation.  <b><i>Attach the copy of business license/documentation with the submission of the bid.</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of items. <b>Provide address of local facility:</b> _____ 6155 S Campbell Ave, Tucson, AZ 85706	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor to provide various types of heavy equipment rentals for County departments.

**4.1. General Specifications:**

- 4.1.1. Pima County requires Heavy Equipment Rental Services **ONLY**. A list of probable equipment to rent (not limited to) and estimated annual quantities listed in Attachment A: Pricing Page (5 Pages).
- 4.1.2. Equipment is used within County, including Ajo Arizona, Mount Lemmon, Green Valley, Sahuarita, and other County location(s).
- 4.1.3. Contractor must provide a list of all locations County may utilize to rent equipment in Attachment B: List of Additional Locations (1 Page).
- 4.1.4. County will communicate to contractor, at the time of order, if the equipment will be pick-up or delivered. Delivery charges listed in Attachment A: Pricing Page (5 Pages).
- 4.1.5. **County will only pay surcharge per A.R.S. § 44-1799.41 on Attachment A: Pricing Page (5 Pages); indicate how the name of this surcharge is listed on your Contractor's invoice.** Prices for rental equipment shall include all costs, incidentals, fees, environmental, **other surcharges that are not listed, overage/overtime**, etc., inclusive of the use of the equipment. No additional charges outside of those listed in Attachment A: Pricing Page (5 Pages) are allowed, except to the extent caused by County's action or inaction.
- 4.1.6. Contractor must have equipment for rent in serviceable condition and ready for immediate operation. The Contractor is responsible for checking equipment prior to delivery or pick-up to ensure there are no missing or broken parts, accessories, etc., (discrepancies must be noted on the rental paperwork) and that equipment and attachments are working appropriately.
- 4.1.7. County will conduct an equipment inspection at time of delivery and pick-up and should include a look at the following accessories/consumables and wear items for missing, broke or damaged equipment to ensure the County is not charged for damage prior to actual usage and that all equipment is safe before each use. Photo documentation is acceptable as proof of delivery with date and timestamp:
  - Brushes
  - Brooms
  - Blades
  - Cutting edges
  - Teeth, etc.
- 4.1.8. Contractor must have equipment ready for delivery or pick-up a maximum of four (4) hours from receiving D.O. or DOM via fax or email.
- 4.1.9. Contractor must provide all equipment to be late-model equipment with current safety inspection material viewable or available upon request. Drivable equipment shall have an automatic transmission, if available.
- 4.1.10. County will report via fax or email when equipment has broken down. Contractor must respond in a maximum of two (2) hours of notification.
- 4.1.11. If Contractor is unable to fix the equipment and the equipment is unusable for any reason, Contractor shall replace the equipment in a maximum of twenty-four (24) hours.
- 4.1.12. Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by County's negligence.
- 4.1.13. Contractor must have a full-size rental facility capable of providing the services required in this solicitation. Contractor must be open a minimum of eight (8) hours each day Monday through Friday and open a minimum of four (4) hours on Saturday or have an on-call service. Contractor must provide an emergency phone number available to County personnel during the hours not listed above.



- 4.1.14. Contractors may bid on any number of groups or equipment items based on the equipment available to rent. Quantities referred to are annual estimated quantities and may not reflect the actual amount of items that the County will request during the term of this agreement.

#### **4.2. Rental Rates:**

- 4.2.1. Each Contractor shall provide daily, weekly and monthly rates for each piece of equipment listed on the Pricing Pages. Whenever one rate equals or exceeds the next category, the rate will change to the greater category. For example, a daily rate may equal a weekly rate after four (4) days. In that event, the lowest rate then becomes applicable for the remaining rental period.
- 4.2.2. Contractor is responsible for making sure all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. Prior to the pick-up of equipment by the Contractor, departments will fill equipment with the same amount of fuel initially received if fuel delivery is available.
- 4.2.3. If equipment is returned with a lower amount of fuel than the initially rented level, Contractor will select one of the following options:
- a) Not charge County for fuel replacement.
  - b) Fill equipment with fuel at the cost of no more than \$0.50 over the average diesel/gas price per gallon for the Tucson area. Example: today, 4/21/2022 (*for example only*) at (<http://www.tucsongasprices.com>), the top (lowest) gas prices average \$2.39 a gallon for diesel.
  - c) Contractor may allow County to fuel equipment on Contractor's site.
- 4.3.4. Contractor will supply all consumables (not fuel) required to utilize the equipment being rented at no additional charge to County. Equipment must be issued with new or nearly new consumables.
- 4.3.5. Once rental equipment is returned to the Contractor, the County and Contractor shall review wear items such as brooms/brushes, teeth, and cutting edges to determine if there will be any additional charges assessed to the County.

#### **4.3. Contractor's Responsibilities**

- 4.3.1. Equipment checklist must be completed at the time of delivery/pick up. If no one is available to sign document and send to Fleet Services within 24 hours. Checklist must contain at a minimum location, DO or DOM reference, equipment year, make, model, VIN, equipment condition and odometer/hour meter reading. **Contractor and County must send documentation to [FleetHERentals@pima.gov](mailto:FleetHERentals@pima.gov).**
- 4.3.2. Contractor is responsible for verifying equipment preventative maintenance (PM) intervals, arranging the swapping of equipment and / or returning completed PM equipment back to the County without disruption to County project unless prior arrangements have been made with department and contractor. Contractor is responsible preventative maintenance on all rental equipment. County will not be charged for PM performed on rental equipment.

#### **4.4. County Department's Responsibility:**

- 4.4.1. Department must comply with, Administrative Procedures 49-2: Pima County Fleet Asset Management and Board of Supervisors Policy F 49.2: Equipment Utilization.
- 4.4.2. Department must log into SharePoint located on Fleet Service Department (FS) internet page, justifying rental, details of equipment need, rental duration, location where equipment will be used, and funding source.
- 4.4.3. Department may work directly with the renting/leasing agency with prior approval from Fleet Services Director.
- 4.4.4. Department must notify FS at five (5) months of rental/lease duration if the equipment is rented longer than six (6) months. Department must provide justification and the number of hours the equipment

has been utilized while renting. If Fleet Services Director approves the continued rental/lease, FS must mark as a Pima County Vehicle and G.P.S. system installed pursuant to A.R.S. 38-538. Equipment requiring G.P.S. and Decal installation will have a special bill charge assessed to the department. Justification memo must be signed by both Department Director and Fleet Services Director.

- 4.4.5. Department must submit a weekly checklist on FS intranet page Forms & Procedures (pima.gov) to FS, including weekly hour meter readings.
- 4.4.6. Department must make arrangements prior to "turn in" of rental equipment for Fleet Services fuel truck to fill equipment tank.

**5. SUSTAINABILITY:**

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

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☒ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

**7. ACCEPTANCE OF GOODS & SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

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

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.

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.

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.

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, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$ . 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.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Mfr. List Price – (List price x Discount %) = Discounted Unit Price

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

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does 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 DO or DOM 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 Early Payment Discount.

Optional Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as indicated above.

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

All Invoice documents will reference the County's DO or DOM 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.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 DO or DOM 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).

#### 9. **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 DO or DOM document.

Define delivery locations made Monday through Friday excluding observed County holidays but not limited to the following;

- Conveyance; 3355 N. Dodge Blvd, Tucson, Arizona 85716, business hours 7:00 A.M. - 2:30 P.M.
- Environmental Quality; 5801 W. Ina Rd Tucson, Arizona 85743, business hours 8:00 A.M. - 4:00 P.M.
- Fleet Services; 1291 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:30 P.M.
- Kino Sports Complex; 2500 E. Ajo Way Tucson, Arizona 85713, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; 3500 W. River Rd Tucson, Arizona 85741, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; Outlying locations – see Attachment C: Maps for Ranch Delivery Locations
- Sub Regional WRF; 4527 W. Walker Rd Tucson, Arizona 85743 business hours 7:00 A.M. - 2:00 P.M.
- Transportation; 1313 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:00 P.M.
- Tres Rios WRF; 7101 N. Casa Grande Hwy Tucson, Arizona 85743, business hours 7:30 A.M. - 3:30 P.M.

Contractor must provide flat fee for delivery and pick-up but not limited to the following locations See Attachment C: Maps for Ranch Delivery Locations (10 Pages):

A7 Ranch/SPR Zone  
10250 N Reddington Rd.  
Benson, AZ 85602  
Parcel 205-270-020  
Jess Barry, (520) 668-4980  
[Jess.barry@pima.gov](mailto:Jess.barry@pima.gov)

Bar V Ranch  
16901 S. Old Sonoita Hwy.  
Vail, AZ 85641  
Parcel 305-391-600  
Floyd White (520) 954-573  
[Floyd.white@pima.gov](mailto:Floyd.white@pima.gov)

Sands & Clyne Ranches  
28485 S. Clyne Rd.  
Elgin, AZ 85611  
Parcel 306-340-40E  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

J Six Ranch  
State of Arizona  
Parcel 306-180-21A  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

King's 98 Ranch/ North AV  
State of Arizona  
Parcel 301-190-05H  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Rancho Seco/South AV

Parcel 302-080-120

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Carpenter Ranch/NW Zone

Bureau of Reclamation

Parcel 217-310-97C

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

County may require additional locations for deliveries and pick-up for locations not listed. County and Contractor will negotiate a flat fee for delivery and pick-up.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, 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.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200095 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:** Please see HEES Certificate of Insurance for Pima County at the end of this document.

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

**Notice of Cancellation:**

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

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

13. **PERFORMANCE BOND:** Not applicable to this Agreement.

14. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	5/13/2022				
2	5/25/2022				

15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" 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.

**16. BID/OFFER CERTIFICATION:****CONTRACTOR LEGAL NAME:** H&E Equipment Services, Inc.**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_**MAILING ADDRESS:** 6155 S Campbell Ave**CITY/STATE/ZIP:** Tucson, AZ 85706**REMIT TO ADDRESS:** PO Box 849850**CITY/STATE/ZIP:** Dallas, TX 75284-8950**CONTACT PERSON NAME/TITLE:** Brandon Bentlage**PHONE:** 520-770-1120**FAX:** 520-770-1018**CONTACT PERSON EMAIL ADDRESS:** govsales@he-equipment.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** govsales@he-equipment.com**CORPORATE HEADQUARTERS ADDRESS:** 7500 Pecue Lane, Baton Rouge, LA 70809**WEBSITE:** www.he-equipment.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 amendments and has incorporated all such amendments 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 will constitute a firm offer and upon the issuance of a MA 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"] section.

**SIGNATURE:** **DATE:** 06/01/2022Toby Hawkins, Director of Government Sales**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 888-446-8725, govsales@he-equipment.com**County Attorney Contract Approval "As to Form".**

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

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 the bids or ranking of proposals.

**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 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>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**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. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**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.

**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. BOOK 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:**

For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page** (5 Pages)**UNIT PRICES (Net 30-day Payment Terms)**

FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment**

1	Auger Drive	5	Day		\$ 115	\$ 575
2	Auger Drive	1	WK		\$ 360	\$ 360
3	Auger Drive	2	MO		\$ 720	\$ 1440
4	Auger 12" - Bit	5	Day		\$ 10	\$ 50
5	Auger 12" - Bit	1	WK		\$ 35	\$ 35
6	Auger 12" - Bit	2	MO		\$ 60	\$ 120
7	Auger 18" - Bit	5	Day		\$ 20	\$ 100
8	Auger 18" - Bit	1	WK		\$ 45	\$ 45
9	Auger 18" - Bit	2	MO		\$ 70	\$ 140
10	Auger 24" - Bit	5	Day		\$ 30	\$ 150
11	Auger 24" - Bit	1	WK		\$ 55	\$ 55
12	Auger 24" - Bit	2	MO		\$ 80	\$ 160
13	Auger 2 FT Extension	5	Day		\$ 10	\$ 50
14	Auger 2 FT Extension	1	WK		\$ 35	\$ 35
15	Auger 2 FT Extension	2	MO		\$ 60	\$ 120
16	Backhoe Loader 1.5 CY +/-: 12" Bucket	12	Day		\$ 350	\$ 4200
17	Backhoe Loader 1.5 CY +/-: 12" Bucket	1	WK		\$ 900	\$ 900
18	Backhoe Loader 1.5 CY +/-: 12" Bucket	3	MO		\$ 2000	\$ 6000
19	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	15	Day		\$ 350	\$ 5250
20	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	3	WK		\$ 900	\$ 2700
21	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	26	MO		\$ 2000	\$ 52000
22	Backhoe, 4WD	15	Day		\$ 350	\$ 5250
23	Backhoe, 4WD	1	WK		\$ 900	\$ 900
24	Backhoe, 4WD	1	MO		\$ 2000	\$ 2000
25	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	5	Day		\$ 350	\$ 1750
26	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	WK		\$ 900	\$ 900
27	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	MO		\$ 2000	\$ 2000
28	Gannon Loader/Tractor	15	Day		\$ 300	\$ 4500
29	Gannon Loader/Tractor	4	WK		\$ 875	\$ 3500
30	Gannon Loader/Tractor	8	MO		\$ 1875	\$ 15000
31	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	10	Day		\$ 900	\$ 9000
32	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	3	WK		\$ 1975	\$ 5925
33	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	12	MO		\$ 4900	\$ 58800
34	Excavator Crawler, i.e.: Case CX-210	7	Day		\$ 900	\$ 6300
35	Excavator Crawler, i.e.: Case CX-210	4	WK		\$ 2600	\$ 10400
36	Excavator Crawler, i.e.: Case CX-210	3	MO		\$ 7000	\$ 21000
37	Excavator, mini Diesel 6800-7400 LBS	20	Day		\$ 380	\$ 7600
38	Excavator, mini Diesel 6800-7400 LBS	1	WK		\$ 1000	\$ 1000
39	Excavator, mini Diesel 6800-7400 LBS	1	MO		\$ 2000	\$ 2000

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications					

**Group A: Material Loading and Earth Moving Equipment** (continued)

40	Excavator, long reach	5	Day		\$ NB	\$ NB
41	Excavator, long reach	1	WK		\$ NB	\$ NB
42	Excavator, long reach	1	MO		\$ NB	\$ NB
43	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	3	Day		\$ 2125	\$ 6375
44	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	9	WK		\$ 5500	\$ 49500
45	Excavator 800 Track r with Hammer/Compactor/Thumb Attachments	1	MO		\$ 15000	\$ 15000
46	Excavator Thumb/ZX135US	5	Day		\$ 600	\$ 3000
47	Excavator Thumb/ZX135US	1	WK		\$ 2000	\$ 2000
48	Excavator Thumb/ZX135US	1	MO		\$ 5000	\$ 5000
49	Dozer, CAT D3, Mud Tracks, PAT Blade	5	Day		\$ 650	\$ 3250
50	Dozer, CAT D3, Mud Tracks, PAT Blade	2	WK		\$ 1900	\$ 3800
51	Dozer, CAT D3, Mud Tracks, PAT Blade	1	MO		\$ 4500	\$ 4500
52	Dozer, CAT D9, Mud Tracks, U Blade	3	Day		\$ NB	\$ NB
53	Dozer, CAT D9, Mud Tracks, U Blade	1	WK		\$ NB	\$ NB
54	Dozer, CAT D9, Mud Tracks, U Blade	1	MO		\$ NB	\$ NB
55	Dozer, 700L	5	Day		\$ 1000	\$ 5000
56	Dozer, 700L	1	WK		\$ 4000	\$ 4000
57	Dozer, 700L	1	MO		\$ 12000	\$ 12000
58	Dozer CAT D6 track PAT Blade	5	Day		\$ 1000	\$ 5000
59	Dozer CAT D6 track PAT Blade	2	WK		\$ 4000	\$ 8000
60	Dozer CAT D6 track PAT Blade	6	MO		\$ 12000	\$ 72000
61	Dozer CAT D8 track PAT Blade	5	Day		\$ 1500	\$ 7500
62	Dozer CAT D8 track PAT Blade	2	WK		\$ 5000	\$ 10000
63	Dozer CAT D8 track PAT Blade	6	MO		\$ 14750	\$ 88500
64	Motor Grader 12" Moldboard	7	Day		\$ 775	\$ 5425
65	Motor Grader 12" Moldboard	3	WK		\$ 2815	\$ 8445
66	Motor Grader 12" Moldboard	12	MO		\$ 7500	\$ 90000
67	Motor Grader 14', 140H 150 HP, moldboard	5	Day		\$ NB	\$ NB
68	Motor Grader 14', 140H 150 HP, moldboard	3	WK		\$ NB	\$ NB
69	Motor Grader 14', 140H 150 HP, moldboard	12	MO		\$ NB	\$ NB
70	Motor Grader 10'	2	Day		\$ 775	\$ 1550
71	Motor Grader 10'	3	WK		\$ 2815	\$ 8445
72	Motor Grader 10'	1	MO		\$ 7500	\$ 7500
73	Skid Steer - Track 2500 -2999 LBS	2	Day		\$ 590	\$ 1180
74	Skid Steer - Track 2500 -2999 LBS	2	WK		\$ 1650	\$ 3300
75	Skid Steer - Track 2500 -2999 LBS	1	MO		\$ 3800	\$ 3800
76	Skid Steer Lob Case 1750-1999 LBS	2	Day		\$ 350	\$ 700
77	Skid Steer Lob Case 1750-1999 LBS	1	WK		\$ 1100	\$ 1100
78	Skid Steer Lob Case 1750-1999 LBS	1	MO		\$ 2580	\$ 2580
79	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	13	Day		\$ 480	\$ 6240
80	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	3	WK		\$ 1350	\$ 4050
81	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	4	MO		\$ 2850	\$ 11400

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

82	Skid Steer bobcat type, 84" with trailer	5	Day		\$500	\$2500
83	Skid Steer bobcat type, 84" with trailer	2	WK		\$1350	\$2700
84	Skid Steer bobcat type, 84" with trailer	4	MO		\$2950	\$11800
85	Skid Steer bobcat type, with high-flow, 78"-84" bucket	5	Day		\$NB	\$NB
86	Skid Steer bobcat type, with high-flow, 78"-84" bucket	2	WK		\$NB	\$NB
87	Skid Steer bobcat type, with high-flow, 78"-84" bucket	4	MO		\$NB	\$NB
88	Skid Steer Post Driver Mounted Attachment	2	Day		\$90	\$180
89	Skid Steer Post Driver Mounted Attachment	2	WK		\$275	\$550
90	Skid Steer Post Driver Mounted Attachment	1	MO		\$750	\$750
91	Skid Steer, Bobcat T750	2	Day		\$450	\$900
92	Skid Steer, Bobcat T750	1	WK		\$1250	\$1250
93	Skid Steer, Bobcat T750	1	MO		\$3000	\$3000
94	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	5	Day		\$650	\$3250
95	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	2	WK		\$2200	\$4400
96	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	6	MO		\$5500	\$33000
97	Wheel Loader, 2.5	2	Day		\$650	\$1300
98	Wheel Loader, 2.5	2	WK		\$2200	\$4400
99	Wheel Loader, 2.5	1	MO		\$5500	\$5500
100	Wheel Loader, Front End, 3 YD 4WD	5	Day		\$650	\$3250
101	Wheel Loader, Front End, 3 YD 4WD	2	WK		\$2200	\$4400
102	Wheel Loader, Front End, 3 YD 4WD	6	MO		\$5500	\$33000
103	Wheel Loader, 3.5	3	Day		\$1100	\$3300
104	Wheel Loader, 3.5	1	WK		\$2500	\$2500
105	Wheel Loader, 3.5	2	MO		\$6000	\$12000
106	Wheel Loader, Front End, 4 CY, 4WD	15	Day		\$1400	\$21000
107	Wheel Loader, Front End, 4 CY, 4WD	3	WK		\$3200	\$9600
108	Wheel Loader, Front End, 4 CY, 4WD	9	MO		\$8500	\$76500
<b>Total for Group A:</b>					<b>\$ 933,480</b>	

**Group B: Heavy Trucks**

109	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	5	Day		\$440	\$2200
110	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	2	WK		\$1300	\$2600
111	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	4	MO		\$3500	\$14000
112	Dump Truck 3-4 CY Crew Cab, Gas	5	Day		\$NB	\$NB
113	Dump Truck 3-4 CY Crew Cab, Gas	2	WK		\$NB	\$NB
114	Dump Truck 3-4 CY Crew Cab, Gas	1	MO		\$NB	\$NB
115	Dump Truck, 5 CY	5	Day		\$440	\$2200
116	Dump Truck, 5 CY	6	WK		\$1300	\$7800
117	Dump Truck, 5 CY	12	MO		\$3500	\$42000
118	Dump Truck, 10 - 12 CY	5	Day		\$900	\$4500
119	Dump Truck, 10 - 12 CY	6	WK		\$2500	\$15000
120	Dump Truck, 10 - 12 CY	12	MO		\$10500	\$78000



**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group B: Heavy Trucks** (continued)

121	Dump Truck, 10 - 14 CY	5	Day		\$900	\$4500
122	Dump Truck, 10 - 14 CY	1	WK		\$2500	\$2500
123	Dump Truck, 10 - 14 CY	1	MO		\$6500	\$6500
124	Dump Truck Tailgate, Spreader Box Cross Conveyor	3	Day		\$NB	\$NB
125	Dump Truck Tailgate, Spreader Box Cross Conveyor	2	WK		\$NB	\$NB
126	Dump Truck Tailgate, Spreader Box Cross Conveyor	12	MO		\$NB	\$NB
127	Tractor 65-75 HP	5	Day		\$450	\$2250
128	Tractor 65-75 HP	1	WK		\$1450	\$1450
129	Tractor 65-75 HP	3	MO		\$3200	\$9600
130	Vacuum Truck/Trailer	2	Day		\$ 627	\$1254
131	Vacuum Truck/Trailer	2	WK		\$1993	\$3986
132	Vacuum Truck/Trailer	5	MO		\$5089	\$25445
133	Water Truck, 2000 gallon	2	Day		\$450	\$900
134	Water Truck, 2000 gallon	4	WK		\$1550	\$6200
135	Water Truck, 2000 gallon	12	MO		\$2500	\$30000
136	Water Truck, 4000 gallon	10	Day		\$750	\$7500
137	Water Truck, 4000 gallon	6	WK		\$2200	\$13200
138	Water Truck, 4000 gallon	24	MO		\$5000	\$120000
<b>Total for Group B:</b>					<b>\$ 403,585</b>	

**Group C: Miscellaneous Equipment**

139	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	5	Day		\$400	\$2000
140	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	3	WK		\$1100	\$3300
141	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	6	MO		\$2400	\$14400
142	Roller, 48" Vibratory, steel wheel double drum	6	Day		\$370	\$2220
143	Roller, 48" Vibratory, steel wheel double drum	2	WK		\$1025	\$2050
144	Roller, 48" Vibratory, steel wheel double drum	2	MO		\$2600	\$5200
145	Roller, 47" ride on smooth DBL 3 Ton	3	Day		\$370	\$1110
146	Roller, 47" ride on smooth DBL 3 Ton	1	WK		\$1025	\$1025
147	Roller, 47" ride on smooth DBL 3 Ton	1	MO		\$2600	\$2600
148	12000 Gallon Water Tank Tower	1	Day		\$1700	\$1700
149	12000 Gallon Water Tank Tower	5	WK		\$1700	\$8500
150	12000 Gallon Water Tank Tower	24	MO		\$1700	\$40800
<b>Total for Group C:</b>					<b>\$ 84,905</b>	

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications					

**Group D: Transport Delivery and Miscellaneous Charges**

151	Transport Delivery Flat Fee for sites round trip- Regular size	3	Trip		\$210	\$630
152	Transport Delivery Flat Fee for sites round trip- Permit size	3	Trip		\$420	\$1260
153	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$345	\$1035
154	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$690	\$2070
155	Transport Delivery Flat Fee Green Valley round trip-regular size	3	Trip		\$210	\$630
156	Transport Delivery Flat Fee Green Valley round trip-permit size	3	Trip		\$420	\$1260
157	Transport Delivery Flat Fee A7 Ranch round trip-regular size	3	Trip		\$900	\$2700
158	Transport Delivery Flat Fee A7 Ranch round trip- Permit size	3	Trip		\$1500	\$4500
159	Transport Delivery Flat Fee Bar V Ranch round trip-regular size	3	Trip		\$300	\$900
160	Transport Delivery Flat Fee Bar V Ranch round trip- Permit size	3	Trip		\$600	\$1800
161	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-regular size	3	Trip		\$460	\$1380
162	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-Permit size	3	Trip		\$920	\$2760
163	Transport Delivery Flat Fee J Six Ranch round trip-regular size	3	Trip		\$300	\$900
164	Transport Delivery Flat Fee J Six Ranch round trip- Permit size	3	Trip		\$600	\$1800
165	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Regular size	3	Trip		\$300	\$900
166	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Permit size	3	Trip		\$600	\$1800
167	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Regular size	3	Trip		\$460	\$1380
168	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Permit size	3	Trip		\$920	\$2760
169	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Regular size	3	Trip		\$210	\$630
170	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Permit size	3	Trip		\$420	\$1260
171	Service Calls	5	Hour		\$75	\$375
172	Broom wear per inch	5	EA		\$10	\$50
173	Labor/Charge for Not normal ward and Tear of Equipment	120	Hour		\$125	\$15000
<b>TOTAL For Group D</b>					<b>\$ 47,780</b>	

Indicate the name of the A.R.S. § 44-1799.41 surcharge your company list on the invoice: Heavy Equipment Surcharge

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Please list the full size rental facility and any additional location(s), if available, that County may utilize.

Location: 6155 S Campbell Ave  
Tucson AZ 85706

Contact Name: Brandon Bentlage

Telephone No.: 520-770-1120

Check the days of operation below:

Sun ☐ Hours of Operation: On Call

Mon ☒ Hours of Operation: 7 AM to 5PM

Tue ☒ Hours of Operation: 7 AM to 5PM

Wed ☒ Hours of Operation: 7 AM to 5PM

Thu ☒ Hours of Operation: 7 AM to 5PM

Fri ☒ Hours of Operation: 7 AM to 5PM

Sat ☐ Hours of Operation: On Call

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_

Mon ☐ Hours of Operation: \_\_\_\_\_

Tue ☐ Hours of Operation: \_\_\_\_\_

Wed ☐ Hours of Operation: \_\_\_\_\_

Thu ☐ Hours of Operation: \_\_\_\_\_

Fri ☐ Hours of Operation: \_\_\_\_\_

Sat ☐ Hours of Operation: \_\_\_\_\_

On-call 24 hours a day, including weekends

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_

Mon ☐ Hours of Operation: \_\_\_\_\_

Tue ☐ Hours of Operation: \_\_\_\_\_

Wed ☐ Hours of Operation: \_\_\_\_\_

Thu ☐ Hours of Operation: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_

Mon ☐ Hours of Operation: \_\_\_\_\_

Tue ☐ Hours of Operation: \_\_\_\_\_

Wed ☐ Hours of Operation: \_\_\_\_\_

Thu ☐ Hours of Operation: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000174

MA Version: 1

Page: 1 of 3

Description: Heavy Equipment Rentals

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>	T E R M S	<p>Initiation Date: 08-21-2022 Expiration Date: 08-20-2023</p> <div><p>NTE Amount:</p><p>Used Amount: \$0.00</p></div>
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V E N D O R	<p>ROAD MACHINERY LLC 3285 E 44TH ST TUCSON AZ 85713</p>	<p>Contact: Corey Barton Phone: 520-808-2141 Email: cobarton@roadmachinery.com Terms: 0.00 % Days: 30</p>
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Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

**Modification Reason**

This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

This Master Agreement 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.



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 2 of 3

Line	Description					
1	PGP-C Broom Side-Cast road broom 4 wheel w/push blade asbl D					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$270.00			
2	PGP-C Broom Side-Cast road broom 4 wheel w/push blade asbl D					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$775.00			
3	PGP-C Broom Side-Cast road broom 4 wheel w/push blade asbl D					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,300.00			
4	PGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$200.00			
5	PGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$600.00			
6	PGP-C Roller, 48" Vibratory, steel wheel double drum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,800.00			
7	PGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$200.00			
8	PGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$600.00			
9	PGP-C Roller, 47" ride on smooth DBL 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,800.00			
10	PGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$200.00			
11	PGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$500.00			
12	PGP-C 12000 Gallon Water Tank Tower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,400.00			
13	Transport Flat Fee sites round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$560.00			
14	Transport Flat Fee sites round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$640.00			
15	Transport Flat Fee Mt. Lemmon round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$840.00			
16	Transport Flat Fee Mt. Lemmon round trip-Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,920.00			
17	Transport Flat Fee Green Valley round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$700.00			
18	Transport Flat Fee Green Valley round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$800.00			
19	Transport Flat Fee A7 Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,960.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 3 of 3

Line	Description					
20	Transport Flat Fee A7 Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$2,240.00			
21	Transport Flat Fee Bar V Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$840.00			
22	Transport Flat Fee Bar V Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,440.00			
23	Transport Flat Fee Sand & Clyne Ranch round trip-regular siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$980.00			
24	Transport Flat Fee Sand & Clyne Ranch round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,920.00			
25	Transport Flat Fee J Six Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$630.00			
26	Transport Flat Fee J Six Ranch round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$720.00			
27	Transport Flat Fee King's 98 Ranch Round trip Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$560.00			
28	Transport Flat Fee King's 98 Ranch Round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$640.00			
29	Transport Flat Fee Rancho Seco AV round trip-Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$840.00			
30	Transport Flat Fee Rancho Seco AV round trip-Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$1,280.00			
31	Transport Flat Fee Carpenter NW Zone round trip Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$420.00			
32	Transport Flat Fee Carpenter NW Zone round trip permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$480.00			
33	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$150.00			
34	Broom wear per inch No Charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
35	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$150.00			
36	Free Form Line for items not listed but within Scope of Work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Heavy Equipment Rentals on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor, a secondary Contractor and back-up Contractor, if available. Primary award will be to low bid (per group or line item) meeting all specifications, terms and conditions, the secondary and back-up awards will be to the next lowest bids (per group or line item) meeting all specifications, terms and conditions.

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 Amendments, 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 and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**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.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is authorized to rent heavy equipment for a minimum of three (3) years, including the current year prior to submitting a bid response to this solicitation.  <b>Attach the copy of business license/documentation with the submission of the bid.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of items.  Provide address of local facility: <u>3285 E. 44<sup>TH</sup> STREET</u> <u>TUCSON, AZ 85713</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor to provide various types of heavy equipment rentals for County departments.

**4.1. General Specifications:**

- 4.1.1. Pima County requires Heavy Equipment Rental Services **ONLY**. A list of probable equipment to rent (not limited to) and estimated annual quantities listed in Attachment A: Pricing Page (5 Pages).
- 4.1.2. Equipment is used within County, including Ajo Arizona, Mount Lemmon, Green Valley, Sahuarita, and other County location(s).
- 4.1.3. Contractor must provide a list of all locations County may utilize to rent equipment in Attachment B: List of Additional Locations (1 Page).
- 4.1.4. County will communicate to contractor, at the time of order, if the equipment will be pick-up or delivered. Delivery charges listed in Attachment A: Pricing Page (5 Pages).
- 4.1.5. **County will only pay surcharge per A.R.S. § 44-1799.41 on Attachment A: Pricing Page (5 Pages); indicate how the name of this surcharge is listed on your Contractor's invoice.** Prices for rental equipment shall include all costs, incidentals, fees, environmental, **other surcharges that are not listed, overage/overtime**, etc., inclusive of the use of the equipment. No additional charges outside of those listed in Attachment A: Pricing Page (5 Pages) are allowed, except to the extent caused by County's action or inaction.
- 4.1.6. Contractor must-have equipment for rent in serviceable condition and ready for immediate operation. The Contractor is responsible for checking equipment prior to delivery or pick-up to ensure there are no missing or broken parts, accessories, etc., (discrepancies must be noted on the rental paperwork) and that equipment and attachments are working appropriately.
- 4.1.7. County will conduct an equipment inspection at time of delivery and pick-up and should include a look at the following accessories/consumables and wear items for missing, broke or damaged equipment to ensure the County is not charged for damage prior to actual usage and that all equipment is safe before each use. Photo documentation is acceptable as proof of delivery with date and timestamp:
  - Brushes
  - Brooms
  - Blades
  - Cutting edges
  - Teeth, etc.
- 4.1.8. Contractor must-have equipment ready for delivery or pick-up a maximum of four (4) hours from receiving D.O. or DOM via fax or email.
- 4.1.9. Contractor must provide all equipment to be late-model equipment with current safety inspection material viewable or available upon request. Drivable equipment shall have an automatic transmission, if available.
- 4.1.10. County will report via fax or email when equipment has broken down. Contractor must respond in a maximum of two (2) hours of notification.
- 4.1.11. If Contractor is unable to fix the equipment and the equipment is unusable for any reason, Contractor shall replace the equipment in a maximum of twenty-four (24) hours.
- 4.1.12. Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by County's negligence.
- 4.1.13. Contractor must have a full-size rental facility capable of providing the services required in this solicitation. Contractor must be open a minimum of eight (8) hours each day Monday through Friday and open a minimum of four (4) hours on Saturday or have an on-call service. Contractor must provide an emergency phone number available to County personnel during the hours not listed above.



- 4.1.14. Contractors may bid on any number of groups or equipment items based on the equipment available to rent. Quantities referred to are annual estimated quantities and may not reflect the actual amount of items that the County will request during the term of this agreement.

**4.2. Rental Rates:**

- 4.2.1. Each Contractor shall provide daily, weekly and monthly rates for each piece of equipment listed on the Pricing Pages. Whenever one rate equals or exceeds the next category, the rate will change to the greater category. For example, a daily rate may equal a weekly rate after four (4) days. In that event, the lowest rate then becomes applicable for the remaining rental period.
- 4.2.2. Contractor is responsible for making sure all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. Prior to the pick-up of equipment by the Contractor, departments will fill equipment with the same amount of fuel initially received if fuel delivery is available.
- 4.2.3. If equipment is returned with a lower amount of fuel than the initially rented level, Contractor will select one of the following options:
- a) Not charge County for fuel replacement.
  - b) Fill equipment with fuel at the cost of no more than \$0.50 over the average diesel/gas price per gallon for the Tucson area. Example: today, 4/21/2022 (*for example only*) at (<http://www.tucsongasprices.com>), the top (lowest) gas prices average \$2.39 a gallon for diesel.
  - c) Contractor may allow County to fuel equipment on Contractor's site.
- 4.3.4. Contractor will supply all consumables (not fuel) required to utilize the equipment being rented at no additional charge to County. Equipment must be issued with new or nearly new consumables.
- 4.3.5. Once rental equipment is returned to the Contractor, the County and Contractor shall review wear items such as brooms/brushes, teeth, and cutting edges to determine if there will be any additional charges assessed to the County.

**4.3. Contractor's Responsibilities**

- 4.3.1. Equipment checklist must be completed at the time of delivery/pick up. If no one is available to sign document and send to Fleet Services within 24 hours. Checklist must contain at a minimum location, DO or DOM reference, equipment year, make, model, VIN, equipment condition and odometer/hour meter reading. **Contractor and County must send documentation to [FleetHERentals@pima.gov](mailto:FleetHERentals@pima.gov).**
- 4.3.2. Contractor is responsible for verifying equipment preventative maintenance (PM) intervals, arranging the swapping of equipment and / or returning completed PM equipment back to the County without disruption to County project unless prior arrangements have been made with department and contractor. Contractor is responsible preventative maintenance on all rental equipment. County will not be charged for PM performed on rental equipment.

**4.4. County Department's Responsibility:**

- 4.4.1. Department must comply with, Administrative Procedures 49-2: Pima County Fleet Asset Management and Board of Supervisors Policy F 49.2: Equipment Utilization.
- 4.4.2. Department must log into SharePoint located on Fleet Service Department (FS) internet page, justifying rental, details of equipment need, rental duration, location where equipment will be used, and funding source.
- 4.4.3. Department may work directly with the renting/leasing agency with prior approval from Fleet Services Director.
- 4.4.4. Department must notify FS at five (5) months of rental/lease duration if the equipment is rented longer than six (6) months. Department must provide justification and the number of hours the equipment

has been utilized while renting. If Fleet Services Director approves the continued rental/lease, FS must mark as a Pima County Vehicle and G.P.S. system installed pursuant to A.R.S. 38-538. Equipment requiring G.P.S. and Decal installation will have a special bill charge assessed to the department. Justification memo must be signed by both Department Director and Fleet Services Director.

- 4.4.5. Department must submit a weekly checklist on FS intranet page Forms & Procedures (pima.gov) to FS, including weekly hour meter readings.
- 4.4.6. Department must make arrangements prior to "turn in" of rental equipment for Fleet Services fuel truck to fill equipment tank.

**5. SUSTAINABILITY:**

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

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

**7. ACCEPTANCE OF GOODS & SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

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

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.

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.

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.

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, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price)

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

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does 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 DO or DOM 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 Early Payment Discount.

Optional Early Payment Discount Percent:      % if payment tendered within      Days as indicated above.

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

All Invoice documents will reference the County's DO or DOM 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.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 DO or DOM 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).

#### 9. **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 DO or DOM document.

Define delivery locations made Monday through Friday excluding observed County holidays but not limited to the following;

- Conveyance; 3355 N. Dodge Blvd, Tucson, Arizona 85716, business hours 7:00 A.M. - 2:30 P.M.
- Environmental Quality; 5801 W. Ina Rd Tucson, Arizona 85743, business hours 8:00 A.M. - 4:00 P.M.
- Fleet Services; 1291 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:30 P.M.
- Kino Sports Complex; 2500 E. Ajo Way Tucson, Arizona 85713, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; 3500 W. River Rd Tucson, Arizona 85741, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; Outlying locations – see Attachment C: Maps for Ranch Delivery Locations
- Sub Regional WRF; 4527 W. Walker Rd Tucson, Arizona 85743 business hours 7:00 A.M. - 2:00 P.M.
- Transportation; 1313 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:00 P.M.
- Tres Rios WRF; 7101 N. Casa Grande Hwy Tucson, Arizona 85743, business hours 7:30 A.M. - 3:30 P.M.

Contractor must provide flat fee for delivery and pick-up but not limited to the following locations See Attachment C: Maps for Ranch Delivery Locations (10 Pages):

A7 Ranch/SPR Zone  
10250 N Reddington Rd.  
Benson, AZ 85602  
Parcel 205-270-020  
Jess Barry, (520) 668-4980  
[Jess.barry@pima.gov](mailto:Jess.barry@pima.gov)

Bar V Ranch  
16901 S. Old Sonoita Hwy.  
Vail, AZ 85641  
Parcel 305-391-600  
Floyd White (520) 954-573  
[Floyd.white@pima.gov](mailto:Floyd.white@pima.gov)

Sands & Clyne Ranches  
28485 S. Clyne Rd.  
Elgin, AZ 85611  
Parcel 306-340-40E  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

J Six Ranch  
State of Arizona  
Parcel 306-180-21A  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

King's 98 Ranch/ North AV  
State of Arizona  
Parcel 301-190-05H  
Vanessa Prileson (520) 724-5266  
[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Rancho Seco/South AV

Parcel 302-080-120

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Carpenter Ranch/NW Zone

Bureau of Reclamation

Parcel 217-310-97C

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

County may require additional locations for deliveries and pick-up for locations not listed. County and Contractor will negotiate a flat fee for delivery and pick-up.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, 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.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200095 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

**Notice of Cancellation:**

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

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

13. **PERFORMANCE BOND:** Not applicable to this Agreement.

14. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
AMENDMENT 1	5/13/22				
AMENDMENT 2	5/25/22				
AMENDMENT 3	6/9/22				

15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" Yes ☐ No ☒

section? (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.

**16. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Road Machinery LLCBUSINESS ALSO KNOWN AS: Road MachineryMAILING ADDRESS: 3285 E. 44<sup>TH</sup> STREETCITY/STATE/ZIP: TUCSON, AZ 85713REMIT TO ADDRESS: 926 S. 7<sup>TH</sup> STREETCITY/STATE/ZIP: PHOENIX AZ 85034CONTACT PERSON NAME/TITLE: COREY BARTON / TERRITORY SALES MANAGERPHONE: 520-623-8681 FAX: \_\_\_\_\_CONTACT PERSON EMAIL ADDRESS: cobarton@roadmachinery.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: cobarton@roadmachinery.comCORPORATE HEADQUARTERS ADDRESS: 926 S. 7<sup>TH</sup> STREET PHOENIX AZ 85034WEBSITE: www.roadmachinery.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 amendments and has incorporated all such amendments 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 will constitute a firm offer and upon the issuance of a MA 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"] section.

SIGNATURE:  DATE: 6/9/22PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER  
COREY BARTON / TERRITORY SALES MANAGERPHONE AND EMAIL: 520-623-8681 + cobarton@roadmachinery.com

County Attorney Contract Approval "As to Form".

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

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 the bids or ranking of proposals.

**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 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>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**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. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**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.

**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. BOOK 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:**

For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page** (5 Pages)**UNIT PRICES (Net 30-day Payment Terms)**

**FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment**

1	Auger Drive	5	Day		\$	\$
2	Auger Drive	1	WK		\$	\$
3	Auger Drive	2	MO		\$	\$
4	Auger 12" - Bit	5	Day		\$	\$
5	Auger 12" - Bit	1	WK		\$	\$
6	Auger 12" - Bit	2	MO		\$	\$
7	Auger 18" - Bit	5	Day		\$	\$
8	Auger 18" - Bit	1	WK		\$	\$
9	Auger 18" - Bit	2	MO		\$	\$
10	Auger 24" - Bit	5	Day		\$	\$
11	Auger 24" - Bit	1	WK		\$	\$
12	Auger 24" - Bit	2	MO		\$	\$
13	Auger 2 FT Extension	5	Day		\$	\$
14	Auger 2 FT Extension	1	WK		\$	\$
15	Auger 2 FT Extension	2	MO		\$	\$
16	Backhoe Loader 1.5 CY +/-: 12" Bucket	12	Day		\$	\$
17	Backhoe Loader 1.5 CY +/-: 12" Bucket	1	WK		\$	\$
18	Backhoe Loader 1.5 CY +/-: 12" Bucket	3	MO		\$	\$
19	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	15	Day		\$	\$
20	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	3	WK		\$	\$
21	Backhoe Loader 1.5 CY +/-: 24" Bucket 4WD, 14'-18' extended	26	MO		\$	\$
22	Backhoe, 4WD	15	Day		\$	\$
23	Backhoe, 4WD	1	WK		\$	\$
24	Backhoe, 4WD	1	MO		\$	\$
25	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	5	Day		\$	\$
26	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	WK		\$	\$
27	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	MO		\$	\$
28	Gannon Loader/Tractor	15	Day		\$ 260	\$ 3900
29	Gannon Loader/Tractor	4	WK		\$ 750	\$ 3000
30	Gannon Loader/Tractor	8	MO		\$ 2200	\$ 17600
31	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	10	Day		\$	\$
32	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	3	WK		\$	\$
33	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	12	MO		\$	\$
34	Excavator Crawler, i.e.: Case CX-210	7	Day		\$ 600	\$ 4200
35	Excavator Crawler, i.e.: Case CX-210	4	WK		\$ 1800	\$ 7200
36	Excavator Crawler, i.e.: Case CX-210	3	MO		\$ 5400	\$ 16200
37	Excavator, mini Diesel 6800-7400 LBS	20	Day		\$ 275	\$ 5500
38	Excavator, mini Diesel 6800-7400 LBS	1	WK		\$ 750	\$ 750
39	Excavator, mini Diesel 6800-7400 LBS	1	MO		\$ 2200	\$ 2200

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

40	Excavator, long reach	5	Day		\$ 2000	\$ 10000
41	Excavator, long reach	1	WK		\$ 5500	\$ 5500
42	Excavator, long reach	1	MO		\$ 16000	\$ 16000
43	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	3	Day		\$	\$
44	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	9	WK		\$	\$
45	Excavator 800 Track r with Hammer/Compactor/Thumb Attachments	1	MO		\$	\$
46	Excavator Thumb/ZX135US	5	Day		\$ 550	\$ 2750
47	Excavator Thumb/ZX135US	1	WK		\$ 1600	\$ 1600
48	Excavator Thumb/ZX135US	1	MO		\$ 4800	\$ 4800
49	Dozer, CAT D3, Mud Tracks, PAT Blade	5	Day		\$ 600	\$ 3000
50	Dozer, CAT D3, Mud Tracks, PAT Blade	2	WK		\$ 1750	\$ 3500
51	Dozer, CAT D3, Mud Tracks, PAT Blade	1	MO		\$ 5200	\$ 5200
52	Dozer, CAT D9, Mud Tracks, U Blade	3	Day		\$	\$
53	Dozer, CAT D9, Mud Tracks, U Blade	1	WK		\$	\$
54	Dozer, CAT D9, Mud Tracks, U Blade	1	MO		\$	\$
55	Dozer, 700L	5	Day		\$ 850	\$ 4250
56	Dozer, 700L	1	WK		\$ 2500	\$ 2500
57	Dozer, 700L	1	MO		\$ 7400	\$ 7400
58	Dozer CAT D6 track PAT Blade	5	Day		\$ 1200	\$ 6000
59	Dozer CAT D6 track PAT Blade	2	WK		\$ 3500	\$ 7000
60	Dozer CAT D6 track PAT Blade	6	MO		\$ 10400	\$ 62400
61	Dozer CAT D8 track PAT Blade	5	Day		\$ 2000	\$ 10000
62	Dozer CAT D8 track PAT Blade	2	WK		\$ 5500	\$ 11000
63	Dozer CAT D8 track PAT Blade	6	MO		\$ 16000	\$ 96000
64	Motor Grader 12" Moldboard	7	Day		\$	\$
65	Motor Grader 12" Moldboard	3	WK		\$	\$
66	Motor Grader 12" Moldboard	12	MO		\$	\$
67	Motor Grader 14', 140H 150 HP, moldboard	5	Day		\$ 1000	\$ 5000
68	Motor Grader 14', 140H 150 HP, moldboard	3	WK		\$ 2700	\$ 8100
69	Motor Grader 14', 140H 150 HP, moldboard	12	MO		\$ 8000	\$ 96000
70	Motor Grader 10'	2	Day		\$	\$
71	Motor Grader 10'	3	WK		\$	\$
72	Motor Grader 10'	1	MO		\$	\$
73	Skid Steer - Track 2500 -2999 LBS	2	Day		\$	\$
74	Skid Steer - Track 2500 -2999 LBS	2	WK		\$	\$
75	Skid Steer - Track 2500 -2999 LBS	1	MO		\$	\$
76	Skid Steer Lob Case 1750-1999 LBS	2	Day		\$	\$
77	Skid Steer Lob Case 1750-1999 LBS	1	WK		\$	\$
78	Skid Steer Lob Case 1750-1999 LBS	1	MO		\$	\$
79	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	13	Day		\$	\$
80	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	3	WK		\$	\$
81	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	4	MO		\$	\$

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

82	Skid Steer bobcat type, 84" with trailer	5	Day		\$	\$
83	Skid Steer bobcat type, 84" with trailer	2	WK		\$	\$
84	Skid Steer bobcat type, 84" with trailer	4	MO		\$	\$
85	Skid Steer bobcat type, with high-flow, 78"-84" bucket	5	Day		\$	\$
86	Skid Steer bobcat type, with high-flow, 78"-84" bucket	2	WK		\$	\$
87	Skid Steer bobcat type, with high-flow, 78"-84" bucket	4	MO		\$	\$
88	Skid Steer Post Driver Mounted Attachment	2	Day		\$	\$
89	Skid Steer Post Driver Mounted Attachment	2	WK		\$	\$
90	Skid Steer Post Driver Mounted Attachment	1	MO		\$	\$
91	Skid Steer, Bobcat T750	2	Day		\$	\$
92	Skid Steer, Bobcat T750	1	WK		\$	\$
93	Skid Steer, Bobcat T750	1	MO		\$	\$
94	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	5	Day		\$ 550	\$ 2750
95	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	2	WK		\$ 1600	\$ 3200
96	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	6	MO		\$ 4700	\$ 28200
97	Wheel Loader, 2.5	2	Day		\$ 550	\$ 1100
98	Wheel Loader, 2.5	2	WK		\$ 1600	\$ 3200
99	Wheel Loader, 2.5	1	MO		\$ 4700	\$ 4700
100	Wheel Loader, Front End, 3 YD 4WD	5	Day		\$ 600	\$ 3000
101	Wheel Loader, Front End, 3 YD 4WD	2	WK		\$ 1700	\$ 3400
102	Wheel Loader, Front End, 3 YD 4WD	6	MO		\$ 5000	\$ 30000
103	Wheel Loader, 3.5	3	Day		\$ 650	\$ 1950
104	Wheel Loader, 3.5	1	WK		\$ 1750	\$ 1750
105	Wheel Loader, 3.5	2	MO		\$ 5200	\$ 10400
106	Wheel Loader, Front End, 4 CY, 4WD	15	Day		\$ 675	\$ 10125
107	Wheel Loader, Front End, 4 CY, 4WD	3	WK		\$ 2000	\$ 6000
108	Wheel Loader, Front End, 4 CY, 4WD	9	MO		\$ 6000	\$ 54000
Total for Group A:					\$	\$ 592,325

**Group B: Heavy Trucks**

109	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	5	Day		\$	\$
110	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	2	WK		\$	\$
111	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	4	MO		\$	\$
112	Dump Truck 3-4 CY Crew Cab, Gas	5	Day		\$	\$
113	Dump Truck 3-4 CY Crew Cab, Gas	2	WK		\$	\$
114	Dump Truck 3-4 CY Crew Cab, Gas	1	MO		\$	\$
115	Dump Truck, 5 CY	5	Day		\$	\$
116	Dump Truck, 5 CY	6	WK		\$	\$
117	Dump Truck, 5 CY	12	MO		\$	\$
118	Dump Truck, 10 - 12 CY	5	Day		\$	\$
119	Dump Truck, 10 - 12 CY	6	WK		\$	\$
120	Dump Truck, 10 - 12 CY	12	MO		\$	\$



**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications					

**Group B: Heavy Trucks** (continued)

121	Dump Truck, 10 - 14 CY	5	Day		\$	\$
122	Dump Truck, 10 - 14 CY	1	WK		\$	\$
123	Dump Truck, 10 - 14 CY	1	MO		\$	\$
124	Dump Truck Tailgate, Spreader Box Cross Conveyor	3	Day		\$	\$
125	Dump Truck Tailgate, Spreader Box Cross Conveyor	2	WK		\$	\$
126	Dump Truck Tailgate, Spreader Box Cross Conveyor	12	MO		\$	\$
127	Tractor 65-75 HP	5	Day		\$	\$
128	Tractor 65-75 HP	1	WK		\$	\$
129	Tractor 65-75 HP	3	MO		\$	\$
130	Vacuum Truck/Trailer	2	Day		\$	\$
131	Vacuum Truck/Trailer	2	WK		\$	\$
132	Vacuum Truck/Trailer	5	MO		\$	\$
133	Water Truck, 2000 gallon	2	Day		\$	\$
134	Water Truck, 2000 gallon	4	WK		\$	\$
135	Water Truck, 2000 gallon	12	MO		\$	\$
136	Water Truck, 4000 gallon	10	Day		\$	\$
137	Water Truck, 4000 gallon	6	WK		\$	\$
138	Water Truck, 4000 gallon	24	MO		\$	\$
Total for Group B:					\$	

**Group C: Miscellaneous Equipment**

139	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	5	Day		\$ 270	\$ 1350
140	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	3	WK		\$ 775	\$ 2325
141	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	6	MO		\$ 2300	\$ 13800
142	Roller, 48" Vibratory, steel wheel double drum	6	Day		\$ 200	\$ 1200
143	Roller, 48" Vibratory, steel wheel double drum	2	WK		\$ 600	\$ 1200
144	Roller, 48" Vibratory, steel wheel double drum	2	MO		\$ 1800	\$ 3600
145	Roller, 47" ride on smooth DBL 3 Ton	3	Day		\$ 200	\$ 600
146	Roller, 47" ride on smooth DBL 3 Ton	1	WK		\$ 600	\$ 600
147	Roller, 47" ride on smooth DBL 3 Ton	1	MO		\$ 1800	\$ 1800
148	12000 Gallon Water Tank Tower	1	Day		\$ 200	\$ 200
149	12000 Gallon Water Tank Tower	5	WK		\$ 500	\$ 2500
150	12000 Gallon Water Tank Tower	24	MO		\$ 1400	\$ 33600
Total for Group C:					\$	62,775

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group D: Transport Delivery and Miscellaneous Charges**

151	Transport Delivery Flat Fee for sites round trip- Regular size	3	Trip		\$ 560	\$ 1680
152	Transport Delivery Flat Fee for sites round trip- Permit size	3	Trip		\$ 640	\$ 1920
153	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$ 840	\$ 2520
154	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$ 1920	\$ 5760
155	Transport Delivery Flat Fee Green Valley round trip-regular size	3	Trip		\$ 700	\$ 2100
156	Transport Delivery Flat Fee Green Valley round trip-permit size	3	Trip		\$ 800	\$ 2400
157	Transport Delivery Flat Fee A7 Ranch round trip-regular size	3	Trip		\$ 1960	\$ 5880
158	Transport Delivery Flat Fee A7 Ranch round trip- Permit size	3	Trip		\$ 2240	\$ 6720
159	Transport Delivery Flat Fee Bar V Ranch round trip-regular size	3	Trip		\$ 840	\$ 2520
160	Transport Delivery Flat Fee Bar V Ranch round trip- Permit size	3	Trip		\$ 1440	\$ 4320
161	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-regular size	3	Trip		\$ 980	\$ 2940
162	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-Permit size	3	Trip		\$ 1920	\$ 5760
163	Transport Delivery Flat Fee J Six Ranch round trip-regular size	3	Trip		\$ 630	\$ 1890
164	Transport Delivery Flat Fee J Six Ranch round trip- Permit size	3	Trip		\$ 720	\$ 2160
165	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Regular size	3	Trip		\$ 560	\$ 1680
166	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Permit size	3	Trip		\$ 640	\$ 1920
167	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Regular size	3	Trip		\$ 840	\$ 2520
168	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Permit size	3	Trip		\$ 1280	\$ 3840
169	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Regular size	3	Trip		\$ 420	\$ 1260
170	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Permit size	3	Trip		\$ 480	\$ 1440
171	Service Calls	5	Hour		\$ 150	\$ 750
172	Broom wear per inch	5	EA		\$ -	\$ -
173	Labor/Charge for Not normal ward and Tear of Equipment	120	Hour		\$ 150	\$ 18000
TOTAL For Group D					\$	80,070

Indicate the name of the A.R.S. § 44-1799.41 surcharge your company list on the invoice: \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000174

MA Version: 1

Page: 1 of 4

Description: Heavy Equipment Rentals

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-21-2022
	150 W. Congress St. 5th Fl		Expiration Date: 08-20-2023
	Tucson AZ 85701		
	Issued By: MARIA CANIZALES		
	Phone: 5207248167		
	Email: maria.canizales@pima.gov		
		<div>NTE Amount: Used Amount: \$0.00</div>	

V E N D O R	Herc Rentals Inc	Contact: Anthony Vaccaro
	6902 S Nogales Hwy	Phone: 520-255-6473
	Tucson AZ 85756	Email: anthony.vaccaro@hercrentals.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement MA-PO-22-174 is for an initial term of one (1) year in the shared annual award amount of \$1,300,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

This Master Agreement 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.



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 2 of 4

Line	Description					
1	PGP-B Dump Truck, with hitch 2 5/16 inch 7 Pin trailer conne					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$615.00			
2	PGP-B Dump Truck, with hitch 2 5/16 inch 7 Pin trailer conne					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,215.00			
3	PGP-B Dump Truck, with hitch 2 5/16 inch 7 Pin trailer conne					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,450.00			
4	PGP-B Dump Truck 3-4 CY Crew Cab, Gas					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$615.00			
5	PGP-B Dump Truck 3-4 CY Crew Cab, Gas					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,215.00			
6	PGP-B Dump Truck 3-4 CY Crew Cab, Gas					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,450.00			
7	PGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$630.00			
8	PGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,290.00			
9	PGP-B Dump Truck, 5 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$2,825.00			
10	PGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$950.00			
11	PGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,510.00			
12	PGP-B Dump Truck, 10 - 12 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,630.00			
13	PGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$950.00			
14	PGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,510.00			
15	PGP-B Dump Truck, 10 - 14 CY					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$5,630.00			
16	PGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$520.00			
17	PGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$920.00			
18	PGP-B Tractor 65-75 HP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1,905.00			
19	PGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$1,254.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

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Line	Description					
20	PGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$3,986.00			
21	PGP-B Vacuum Truck/Trailer					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25,445.00			
22	PGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$750.00			
23	PGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$1,750.00			
24	PGP-B Water Truck, 2000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$3,250.00			
25	PGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$870.00			
26	PGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	WK	\$2,340.00			
27	PGP-B Water Truck, 4000 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$4,870.00			
28	Transport Flat Fee for sites round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$250.00			
29	Transport Flat Fee for sites round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
30	Transport Flat Fee Mt. Lemmon round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
31	Transport Flat Fee Mt. Lemmon round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
32	Transport Flat Fee Green Valley round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$250.00			
33	Transport Flat Fee Green Valley round trip-permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
34	Transport Flat Fee A7 Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
35	Transport Flat Fee A7 Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$550.00			
36	Transport Flat Fee Bar V Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
37	Transport Flat Fee Bar V Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
38	Transport Flat Fee Sand & Clyne Ranch round trip regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000174

MA Version: 1

Page: 4 of 4

Line	Description					
39	Transport Flat Fee Sand & Clyne Ranch round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
40	Transport Flat Fee J Six Ranch round trip-regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$250.00			
41	Transport Flat Fee J Six Ranch round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$250.00			
42	Transport Flat Fee King's 98 Ranch/AV round trip Regular siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$250.00			
43	Transport Flat Fee King's 98 Ranch/AV round trip Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
44	Transport Flat Fee Rancho Seco/AV round trip- Regular size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
45	Transport Flat Fee Rancho Seco/AV round trip- Permit size					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
46	Transport Flat Fee Carpenter Ranch/ NW round trip Regular si					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$350.00			
47	Transport Flat Fee Carpenter Ranch/ NW round trip Permit siz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$450.00			
48	Service Call					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$130.00			
49	Broom wear per inch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$150.00			
50	Labor/Charge for Not normal ward and Tear of Equipment					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$125.00			
51	Free Form Line items not list but within the Scope of Work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Heavy Equipment Rentals on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor, a secondary Contractor and back-up Contractor, if available. Primary award will be to low bid (per group or line item) meeting all specifications, terms and conditions, the secondary and back-up awards will be to the next lowest bids (per group or line item) meeting all specifications, terms and conditions.

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 Amendments, 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 and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**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.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is authorized to rent heavy equipment for a minimum of three (3) years, including the current year prior to submitting a bid response to this solicitation.  <b><i>Attach the copy of business license/documentation with the submission of the bid.</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of items.  <b>Provide address of local facility:</b> _____  6902 S Nogales Hwy, Tucson, AZ 85756	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor to provide various types of heavy equipment rentals for County departments.

**4.1. General Specifications:**

- 4.1.1. Pima County requires Heavy Equipment Rental Services **ONLY**. A list of probable equipment to rent (not limited to) and estimated annual quantities listed in Attachment A: Pricing Page (5 Pages).
- 4.1.2. Equipment is used within County, including Ajo Arizona, Mount Lemmon, Green Valley, Sahuarita, and other County location(s).
- 4.1.3. Contractor must provide a list of all locations County may utilize to rent equipment in Attachment B: List of Additional Locations (1 Page).
- 4.1.4. County will communicate to contractor, at the time of order, if the equipment will be pick-up or delivered. Delivery charges listed in Attachment A: Pricing Page (5 Pages).
- 4.1.5. **County will only pay surcharge per A.R.S. § 44-1799.41 on Attachment A: Pricing Page (5 Pages); indicate how the name of this surcharge is listed on your Contractor's invoice. Prices for rental equipment shall include all costs, incidentals, fees, environmental, other surcharges that are not listed, overage/overtime, etc., inclusive of the use of the equipment. No additional charges outside of those listed in Attachment A: Pricing Page (5 Pages) are allowed, except to the extent caused by County's action or inaction.**
- 4.1.6. Contractor must have equipment for rent in serviceable condition and ready for immediate operation. The Contractor is responsible for checking equipment prior to delivery or pick-up to ensure there are no missing or broken parts, accessories, etc., (discrepancies must be noted on the rental paperwork) and that equipment and attachments are working appropriately.
- 4.1.7. County will conduct an equipment inspection at time of delivery and pick-up and should include a look at the following accessories/consumables and wear items for missing, broke or damaged equipment to ensure the County is not charged for damage prior to actual usage and that all equipment is safe before each use. Photo documentation is acceptable as proof of delivery with date and timestamp:
  - Brushes
  - Brooms
  - Blades
  - Cutting edges
  - Teeth, etc.
- 4.1.8. Contractor must have equipment ready for delivery or pick-up a maximum of four (4) hours from receiving D.O. or DOM via fax or email.
- 4.1.9. Contractor must provide all equipment to be late-model equipment with current safety inspection material viewable or available upon request. Drivable equipment shall have an automatic transmission, if available.
- 4.1.10. County will report via fax or email when equipment has broken down. Contractor must respond in a maximum of two (2) hours of notification.
- 4.1.11. If Contractor is unable to fix the equipment and the equipment is unusable for any reason, Contractor shall replace the equipment in a maximum of twenty-four (24) hours.
- 4.1.12. Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by County's negligence.
- 4.1.13. Contractor must have a full-size rental facility capable of providing the services required in this solicitation. Contractor must be open a minimum of eight (8) hours each day Monday through Friday and open a minimum of four (4) hours on Saturday or have an on-call service. Contractor must provide an emergency phone number available to County personnel during the hours not listed above.



- 4.1.14. Contractors may bid on any number of groups or equipment items based on the equipment available to rent. Quantities referred to are annual estimated quantities and may not reflect the actual amount of items that the County will request during the term of this agreement.

**4.2. Rental Rates:**

- 4.2.1. Each Contractor shall provide daily, weekly and monthly rates for each piece of equipment listed on the Pricing Pages. Whenever one rate equals or exceeds the next category, the rate will change to the greater category. For example, a daily rate may equal a weekly rate after four (4) days. In that event, the lowest rate then becomes applicable for the remaining rental period.
- 4.2.2. Contractor is responsible for making sure all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. Prior to the pick-up of equipment by the Contractor, departments will fill equipment with the same amount of fuel initially received if fuel delivery is available.
- 4.2.3. If equipment is returned with a lower amount of fuel than the initially rented level, Contractor will select one of the following options:
- a) Not charge County for fuel replacement.
  - b) Fill equipment with fuel at the cost of no more than \$0.50 over the average diesel/gas price per gallon for the Tucson area. Example: today, 4/21/2022 (*for example only*) at (<http://www.tucsongasprices.com>), the top (lowest) gas prices average \$2.39 a gallon for diesel.
  - c) Contractor may allow County to fuel equipment on Contractor's site.
- 4.3.4. Contractor will supply all consumables (not fuel) required to utilize the equipment being rented at no additional charge to County. Equipment must be issued with new or nearly new consumables.
- 4.3.5. Once rental equipment is returned to the Contractor, the County and Contractor shall review wear items such as brooms/brushes, teeth, and cutting edges to determine if there will be any additional charges assessed to the County.

**4.3. Contractor's Responsibilities**

- 4.3.1. Equipment checklist must be completed at the time of delivery/pick up. If no one is available to sign document and send to Fleet Services within 24 hours. Checklist must contain at a minimum location, DO or DOM reference, equipment year, make, model, VIN, equipment condition and odometer/hour meter reading. **Contractor and County must send documentation to [FleetHERentals@pima.gov](mailto:FleetHERentals@pima.gov).**
- 4.3.2. Contractor is responsible for verifying equipment preventative maintenance (PM) intervals, arranging the swapping of equipment and / or returning completed PM equipment back to the County without disruption to County project unless prior arrangements have been made with department and contractor. Contractor is responsible preventative maintenance on all rental equipment. County will not be charged for PM performed on rental equipment.

**4.4. County Department's Responsibility:**

- 4.4.1. Department must comply with, Administrative Procedures 49-2: Pima County Fleet Asset Management and Board of Supervisors Policy F 49.2: Equipment Utilization.
- 4.4.2. Department must log into SharePoint located on Fleet Service Department (FS) internet page, justifying rental, details of equipment need, rental duration, location where equipment will be used, and funding source.
- 4.4.3. Department may work directly with the renting/leasing agency with prior approval from Fleet Services Director.
- 4.4.4. Department must notify FS at five (5) months of rental/lease duration if the equipment is rented longer than six (6) months. Department must provide justification and the number of hours the equipment

has been utilized while renting. If Fleet Services Director approves the continued rental/lease, FS must mark as a Pima County Vehicle and G.P.S. system installed pursuant to A.R.S. 38-538. Equipment requiring G.P.S. and Decal installation will have a special bill charge assessed to the department. Justification memo must be signed by both Department Director and Fleet Services Director.

- 4.4.5. Department must submit a weekly checklist on FS intranet page **Forms & Procedures (pima.gov)** to FS, including weekly hour meter readings.
- 4.4.6. Department must make arrangements prior to "turn in" of rental equipment for Fleet Services fuel truck to fill equipment tank.

**5. SUSTAINABILITY:**

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

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☒ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer(s) and execute this shared contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

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

**7. ACCEPTANCE OF GOODS & SERVICES:**

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

**8. COMPENSATION & PAYMENT:**

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

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.

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.

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.

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, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty. of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price)
www.hercrentals.com			0%

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

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does 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 DO or DOM 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 Early Payment Discount.

Optional Early Payment Discount Percent: 0 % if payment tendered within 30 Days as indicated above.

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

All Invoice documents will reference the County's DO or DOM 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.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM 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 DO or DOM 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).

#### 9. **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 DO or DOM document.

Define delivery locations made Monday through Friday excluding observed County holidays but not limited to the following;

- Conveyance; 3355 N. Dodge Blvd, Tucson, Arizona 85716, business hours 7:00 A.M. - 2:30 P.M.
- Environmental Quality; 5801 W. Ina Rd Tucson, Arizona 85743, business hours 8:00 A.M. - 4:00 P.M.
- Fleet Services; 1291 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:30 P.M.
- Kino Sports Complex; 2500 E. Ajo Way Tucson, Arizona 85713, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; 3500 W. River Rd Tucson, Arizona 85741, business hours 7:00 A.M. - 3:30 P.M.
- Parks & Recreation; Outlying locations – see Attachment C: Maps for Ranch Delivery Locations
- Sub Regional WRF; 4527 W. Walker Rd Tucson, Arizona 85743 business hours 7:00 A.M. - 2:00 P.M.
- Transportation; 1313 S. Mission Rd Tucson, Arizona 85713, business hours 6:00 A.M. - 4:00 P.M.
- Tres Rios WRF; 7101 N. Casa Grande Hwy Tucson, Arizona 85743, business hours 7:30 A.M. - 3:30 P.M.

Contractor must provide flat fee for delivery and pick-up but not limited to the following locations See Attachment C: Maps for Ranch Delivery Locations (10 Pages):

A7 Ranch/SPR Zone  
10250 N Reddington Rd.  
Benson, AZ 85602  
Parcel 205-270-020  
Jess Barry, (520) 668-4980  
[Jess.barry@pima.gov](mailto:Jess.barry@pima.gov)

Bar V Ranch  
16901 S. Old Sonoita Hwy.  
Vail, AZ 85641  
Parcel 305-391-600  
Floyd White (520) 954-573  
[Floyd.white@pima.gov](mailto:Floyd.white@pima.gov)

Sands & Clyne Ranches  
28485 S. Clyne Rd.  
Elgin, AZ 85611  
Parcel 306-340-40E  
Vanessa Prilesen (520) 724-5266  
[Vanessa.prilesen@pima.gov](mailto:Vanessa.prilesen@pima.gov)

J Six Ranch  
State of Arizona  
Parcel 306-180-21A  
Vanessa Prilesen (520) 724-5266  
[Vanessa.prilesen@pima.gov](mailto:Vanessa.prilesen@pima.gov)

King's 98 Ranch/ North AV  
State of Arizona  
Parcel 301-190-05H  
Vanessa Prilesen (520) 724-5266  
[Vanessa.prilesen@pima.gov](mailto:Vanessa.prilesen@pima.gov)

Rancho Seco/South AV

Parcel 302-080-120

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

Carpenter Ranch/NW Zone

Bureau of Reclamation

Parcel 217-310-97C

Vanessa Prileson (520) 724-5266

[Vanessa.prileson@pima.gov](mailto:Vanessa.prileson@pima.gov)

County may require additional locations for deliveries and pick-up for locations not listed. County and Contractor will negotiate a flat fee for delivery and pick-up.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**10. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, 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.

**11. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200095 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**12. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

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

**Additional Insurance Requirements:**

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

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

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

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

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

**Notice of Cancellation:**

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

**Verification of Coverage:**

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

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

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

**Approval and Modifications:**

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

13. **PERFORMANCE BOND:** Not applicable to this Agreement.

14. **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
01	5/13/22				
02	5/25/22				

15. **SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" Yes ☐ No ☒ section?

(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.

**16. BID/OFFER CERTIFICATION:****CONTRACTOR LEGAL NAME:** Herc Rentals Inc.**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_**MAILING ADDRESS:** 6902 S Nogales Hwy**CITY/STATE/ZIP:** Tucson, AZ 85756**REMIT TO ADDRESS:** PO Box 936257**CITY/STATE/ZIP:** Atlanta, GA 31193-6257**CONTACT PERSON NAME/TITLE:** Anthony Vaccaro, Territory Sales Representative**PHONE:** 520-753-1344 **FAX:** \_\_\_\_\_**CONTACT PERSON EMAIL ADDRESS:** Anthony.vaccaro@hercrentals.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** Anthony.vaccaro@hercrentals.com & Hercbids@hercrentals.com**CORPORATE HEADQUARTERS ADDRESS:** 27500 Riverview Center Blvd, Bonita Springs, FL 34134**WEBSITE:** www.hercrentals.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 amendments and has incorporated all such amendments 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 will constitute a firm offer and upon the issuance of a MA 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"] section.

**SIGNATURE:**  **DATE:** 5/31/2022

Jason Oosterbeek, Vice President

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER** \_\_\_\_\_**PHONE AND EMAIL:** 239-301-1344 Hercbids@hercrentals.com**County Attorney Contract Approval "As to Form".**

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

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. 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 conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 the bids or ranking of proposals.

**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 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>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**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. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**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.

**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. BOOK 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:**

For the procurement of services in the State of Arizona, 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page** (5 Pages)**UNIT PRICES (Net 30-day Payment Terms)**

FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment**

1	Auger Drive	5	Day		\$ 345	1725
2	Auger Drive	1	WK		\$ 520	520
3	Auger Drive	2	MO		\$ 920	1840
4	Auger 12" - Bit	5	Day		\$ 285	1425
5	Auger 12" - Bit	1	WK		\$ 380	380
6	Auger 12" - Bit	2	MO		\$ 525	1050
7	Auger 18" - Bit	5	Day		\$ 290	1450
8	Auger 18" - Bit	1	WK		\$ 395	395
9	Auger 18" - Bit	2	MO		\$ 555	1110
10	Auger 24" - Bit	5	Day		\$ 295	1475
11	Auger 24" - Bit	1	WK		\$ 400	400
12	Auger 24" - Bit	2	MO		\$ 605	1210
13	Auger 2 FT Extension	5	Day		\$ 274	1370
14	Auger 2 FT Extension	1	WK		\$ 315	315
15	Auger 2 FT Extension	2	MO		\$ 440	880
16	Backhoe Loader 1.5 CY +/- 12" Bucket	12	Day		\$ 565	6780
17	Backhoe Loader 1.5 CY +/- 12" Bucket	1	WK		\$ 1090	1090
18	Backhoe Loader 1.5 CY +/- 12" Bucket	3	MO		\$ 2300	6900
19	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	15	Day		\$ 565	8475
20	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	3	WK		\$ 1090	3270
21	Backhoe Loader 1.5 CY +/- 24" Bucket 4WD, 14'-18' extended	26	MO		\$ 2300	59800
22	Backhoe, 4WD	15	Day		\$ 565	8475
23	Backhoe, 4WD	1	WK		\$ 1090	1090
24	Backhoe, 4WD	1	MO		\$ 2300	2300
25	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	5	Day		\$ 600	3000
26	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	WK		\$ 1165	1165
27	Backhoe, Loader 60-90 Hp, CAB EXT-A-HOE	1	MO		\$ 2455	2455
28	Gannon Loader/Tractor	15	Day		\$ 580	8700
29	Gannon Loader/Tractor	4	WK		\$ 1170	4680
30	Gannon Loader/Tractor	8	MO		\$ 2455	19640
31	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	10	Day		\$ 940	9400
32	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	3	WK		\$ 2155	6465
33	Backhoe w/attachments 4WD hammer/breaker (500-5000 lb.)	12	MO		\$ 4600	55200
34	Excavator Crawler, i.e.: Case CX-210	7	Day		\$ 1145	8015
35	Excavator Crawler, i.e.: Case CX-210	4	WK		\$ 2415	9660
36	Excavator Crawler, i.e.: Case CX-210	3	MO		\$ 6150	18450
37	Excavator, mini Diesel 6800-7400 LBS	20	Day		\$ 560	11200
38	Excavator, mini Diesel 6800-7400 LBS	1	WK		\$ 1065	1065
39	Excavator, mini Diesel 6800-7400 LBS	1	MO		\$ 2100	2100



**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

40	Excavator, long reach	5	Day		\$ NO BID	NO BID
41	Excavator, long reach	1	WK		\$ NO BID	NO BID
42	Excavator, long reach	1	MO		\$ NO BID	NO BID
43	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	3	Day		\$ NO BID	NO BID
44	Excavator 800 Track with Hammer/Compactor/Thumb Attachments	9	WK		\$ NO BID	NO BID
45	Excavator 800 Track r with Hammer/Compactor/Thumb Attachments	1	MO		\$ NO BID	NO BID
46	Excavator Thumb/ZX135US	5	Day		\$ NO BID	NO BID
47	Excavator Thumb/ZX135US	1	WK		\$ NO BID	NO BID
48	Excavator Thumb/ZX135US	1	MO		\$ NO BID	NO BID
49	Dozer, CAT D3, Mud Tracks, PAT Blade	5	Day		\$940	4700
50	Dozer, CAT D3, Mud Tracks, PAT Blade	2	WK		\$1855	3710
51	Dozer, CAT D3, Mud Tracks, PAT Blade	1	MO		\$4090	4090
52	Dozer, CAT D9, Mud Tracks, U Blade	3	Day		\$ NO BID	NO BID
53	Dozer, CAT D9, Mud Tracks, U Blade	1	WK		\$ NO BID	NO BID
54	Dozer, CAT D9, Mud Tracks, U Blade	1	MO		\$ NO BID	NO BID
55	Dozer, 700L	5	Day		\$ NO BID	NO BID
56	Dozer, 700L	1	WK		\$ NO BID	NO BID
57	Dozer, 700L	1	MO		\$ NO BID	NO BID
58	Dozer CAT D6 track PAT Blade	5	Day		\$ NO BID	NO BID
59	Dozer CAT D6 track PAT Blade	2	WK		\$ NO BID	NO BID
60	Dozer CAT D6 track PAT Blade	6	MO		\$ NO BID	NO BID
61	Dozer CAT D8 track PAT Blade	5	Day		\$ NO BID	NO BID
62	Dozer CAT D8 track PAT Blade	2	WK		\$ NO BID	NO BID
63	Dozer CAT D8 track PAT Blade	6	MO		\$ NO BID	NO BID
64	Motor Grader 12" Moldboard	7	Day		\$ NO BID	NO BID
65	Motor Grader 12" Moldboard	3	WK		\$ NO BID	NO BID
66	Motor Grader 12" Moldboard	12	MO		\$ NO BID	NO BID
67	Motor Grader 14', 140H 150 HP, moldboard	5	Day		\$ NO BID	NO BID
68	Motor Grader 14', 140H 150 HP, moldboard	3	WK		\$ NO BID	NO BID
69	Motor Grader 14', 140H 150 HP, moldboard	12	MO		\$ NO BID	NO BID
70	Motor Grader 10'	2	Day		\$ NO BID	NO BID
71	Motor Grader 10'	3	WK		\$ NO BID	NO BID
72	Motor Grader 10'	1	MO		\$ NO BID	NO BID
73	Skid Steer - Track 2500 -2999 LBS	2	Day		\$705	1410
74	Skid Steer - Track 2500 -2999 LBS	2	WK		\$1245	2490
75	Skid Steer - Track 2500 -2999 LBS	1	MO		\$2660	2660
76	Skid Steer Lob Case 1750-1999 LBS	2	Day		\$475	950
77	Skid Steer Lob Case 1750-1999 LBS	1	WK		\$800	800
78	Skid Steer Lob Case 1750-1999 LBS	1	MO		\$1775	1775
79	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	13	Day		\$540	7020
80	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	3	WK		\$1005	3015
81	Skid Steer bobcat type, i.e.: Case #40XT, 60" w/trailer	4	MO		\$2245	8980

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group A: Material Loading and Earth Moving Equipment** (continued)

82	Skid Steer bobcat type, 84" with trailer	5	Day		\$ 625	3125
83	Skid Steer bobcat type, 84" with trailer	2	WK		\$ 1160	2320
84	Skid Steer bobcat type, 84" with trailer	4	MO		\$ 2350	9400
85	Skid Steer bobcat type, with high-flow, 78"-84" bucket	5	Day		\$ 475	2375
86	Skid Steer bobcat type, with high-flow, 78"-84" bucket	2	WK		\$ 800	1600
87	Skid Steer bobcat type, with high-flow, 78"-84" bucket	4	MO		\$ 1775	7100
88	Skid Steer Post Driver Mounted Attachment	2	Day		\$ NO BID	NO BID
89	Skid Steer Post Driver Mounted Attachment	2	WK		\$ NO BID	NO BID
90	Skid Steer Post Driver Mounted Attachment	1	MO		\$ NO BID	NO BID
91	Skid Steer, Bobcat T750	2	Day		\$ 680	1360
92	Skid Steer, Bobcat T750	1	WK		\$ 1395	1395
93	Skid Steer, Bobcat T750	1	MO		\$ 2980	2980
94	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	5	Day		\$ NO BID	NO BID
95	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	2	WK		\$ NO BID	NO BID
96	Wheel Loader, 2CY w/various bucket i.e.: standard, rock	6	MO		\$ NO BID	NO BID
97	Wheel Loader, 2.5	2	Day		\$ NO BID	NO BID
98	Wheel Loader, 2.5	2	WK		\$ NO BID	NO BID
99	Wheel Loader, 2.5	1	MO		\$ NO BID	NO BID
100	Wheel Loader, Front End, 3 YD 4WD	5	Day		\$ 955	4775
101	Wheel Loader, Front End, 3 YD 4WD	2	WK		\$ 2055	4110
102	Wheel Loader, Front End, 3 YD 4WD	6	MO		\$ 5395	32370
103	Wheel Loader, 3.5	3	Day		\$ 955	2865
104	Wheel Loader, 3.5	1	WK		\$ 2055	2055
105	Wheel Loader, 3.5	2	MO		\$ 5395	10790
106	Wheel Loader, Front End, 4 CY, 4WD	15	Day		\$ 1215	18225
107	Wheel Loader, Front End, 4 CY, 4WD	3	WK		\$ 2535	7605
108	Wheel Loader, Front End, 4 CY, 4WD	9	MO		\$ 7750	69750

**Total for Group A:** \$ 500,720.00

**Group B: Heavy Trucks**

109	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	5	Day		\$ 615	3075
110	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	2	WK		\$ 1215	2430
111	Dump Truck, with hitch 2 5/16 inch and 7 Pin trailer connector	4	MO		\$ 2450	9800
112	Dump Truck 3-4 CY Crew Cab, Gas	5	Day		\$ 615	3075
113	Dump Truck 3-4 CY Crew Cab, Gas	2	WK		\$ 1215	2430
114	Dump Truck 3-4 CY Crew Cab, Gas	1	MO		\$ 2450	2450
115	Dump Truck, 5 CY	5	Day		\$ 630	3160
116	Dump Truck, 5 CY	6	WK		\$ 1290	7740
117	Dump Truck, 5 CY	12	MO		\$ 2825	33900
118	Dump Truck, 10 - 12 CY	5	Day		\$ 950	4750
119	Dump Truck, 10 - 12 CY	6	WK		\$ 2510	15060
120	Dump Truck, 10 - 12 CY	12	MO		\$ 5630	67560



**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group B: Heavy Trucks** (continued)

121	Dump Truck, 10 - 14 CY	5	Day		\$ 950	4750
122	Dump Truck, 10 - 14 CY	1	WK		\$ 2510	2510
123	Dump Truck, 10 - 14 CY	1	MO		\$ 5630	5630
124	Dump Truck Tailgate, Spreader Box Cross Conveyor	3	Day		\$ NO BID	NO BID
125	Dump Truck Tailgate, Spreader Box Cross Conveyor	2	WK		\$ NO BID	NO BID
126	Dump Truck Tailgate, Spreader Box Cross Conveyor	12	MO		\$ NO BID	NO BID
127	Tractor 65-75 HP	5	Day		\$ 620	2600
128	Tractor 65-75 HP	1	WK		\$ 920	920
129	Tractor 65-75 HP	3	MO		\$ 1905	5715
130	Vacuum Truck/Trailer	2	Day		\$ 880	1760
131	Vacuum Truck/Trailer	2	WK		\$ 2245	4490
132	Vacuum Truck/Trailer	5	MO		\$ 6865	34325
133	Water Truck, 2000 gallon	2	Day		\$ 750	1500
134	Water Truck, 2000 gallon	4	WK		\$ 1750	7000
135	Water Truck, 2000 gallon	12	MO		\$ 3250	39000
136	Water Truck, 4000 gallon	10	Day		\$ 870	8700
137	Water Truck, 4000 gallon	6	WK		\$ 2340	14040
138	Water Truck, 4000 gallon	24	MO		\$ 4870	116880
<b>Total for Group B:</b>					<b>\$</b>	<b>317,870.00</b>

**Group C: Miscellaneous Equipment**

139	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	5	Day		\$ 605	3025
140	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	3	WK		\$ 1130	3390
141	Broom Side-Cast (road broom) 4 wheel w/push blade assembly D	6	MO		\$ 2455	14730
142	Roller, 48" Vibratory, steel wheel double drum	6	Day		\$ 515	3090
143	Roller, 48" Vibratory, steel wheel double drum	2	WK		\$ 895	1790
144	Roller, 48" Vibratory, steel wheel double drum	2	MO		\$ 2200	4400
145	Roller, 47" ride on smooth DBL 3 Ton	3	Day		\$ 515	1545
146	Roller, 47" ride on smooth DBL 3 Ton	1	WK		\$ 895	895
147	Roller, 47" ride on smooth DBL 3 Ton	1	MO		\$ 2200	2200
148	12000 Gallon Water Tank Tower	1	Day		\$ NO BID	NO BID
149	12000 Gallon Water Tank Tower	5	WK		\$ NO BID	NO BID
150	12000 Gallon Water Tank Tower	24	MO		\$ NO BID	NO BID
<b>Total for Group C:</b>					<b>\$</b>	<b>\$35,065.00</b>

**Attachment A: Pricing Page** (continued)**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM		UNIT PRICE \$	EXTENDED AMOUNT \$
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**Group D: Transport Delivery and Miscellaneous Charges**

151	Transport Delivery Flat Fee for sites round trip- Regular size	3	Trip		\$ 250	\$ 750
152	Transport Delivery Flat Fee for sites round trip- Permit size	3	Trip		\$ 350	\$ 1,050
153	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$ 350	\$ 1,050
154	Transport Delivery Flat Fee Mt. Lemmon round trip-regular size	3	Trip		\$ 450	\$ 1,350
155	Transport Delivery Flat Fee Green Valley round trip-regular size	3	Trip		\$ 250	\$ 750
156	Transport Delivery Flat Fee Green Valley round trip-permit size	3	Trip		\$ 350	\$ 1,050
157	Transport Delivery Flat Fee A7 Ranch round trip-regular size	3	Trip		\$ 450	\$ 1,350
158	Transport Delivery Flat Fee A7 Ranch round trip- Permit size	3	Trip		\$ 550	\$ 1,650
159	Transport Delivery Flat Fee Bar V Ranch round trip-regular size	3	Trip		\$ 350	\$ 1,050
160	Transport Delivery Flat Fee Bar V Ranch round trip- Permit size	3	Trip		\$ 450	\$ 1,350
161	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-regular size	3	Trip		\$ 350	\$ 1,050
162	Transport Delivery Flat Fee Sand & Clyne Ranches round trip-Permit size	3	Trip		\$ 450	\$ 1,350
163	Transport Delivery Flat Fee J Six Ranch round trip-regular size	3	Trip		\$ 250	\$ 750
164	Transport Delivery Flat Fee J Six Ranch round trip- Permit size	3	Trip		\$ 250	\$ 750
165	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Regular size	3	Trip		\$ 250	\$ 750
166	Transport Delivery Flat Fee King's 98 Ranch/North AV round trip-Permit size	3	Trip		\$ 350	\$ 1,050
167	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Regular size	3	Trip		\$ 350	\$ 1,050
168	Transport Delivery Flat Fee Rancho Seco/South AV round trip-Permit size	3	Trip		\$ 450	\$ 1,350
169	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Regular size	3	Trip		\$ 350	\$ 1,050
170	Transport Delivery Flat Fee Carpenter Ranch/ NW Zone round trip-Permit size	3	Trip		\$ 450	\$ 1,350
171	Service Calls	5	Hour		\$ 130	\$ 650
172	Broom wear per inch	5	EA		\$ 150	\$ 750
173	Labor/Charge for Not normal ward and Tear of Equipment	120	Hour		\$ 125	\$ 15,000
<b>TOTAL For Group D</b>						<b>\$38,300</b>

Indicate the name of the A.R.S. § 44-1799.41 surcharge your company list on the invoice: AZ Heavy Equipment Surcharge

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**Attachment B: Contractor's Equipment/Branch Locations** (1 Page)

Please list the full size rental facility and any additional location(s), if available, that County may utilize.

Location: 6902 S Nogales Hwy, Tucson, AZ 85756

Location: \_\_\_\_\_

Contact Name: Anthony Vaccaro

Contact Name: \_\_\_\_\_

Telephone No.: 520-573-1344

Telephone No.: \_\_\_\_\_

Check the days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_Mon ☒ Hours of Operation: 6AM-4PMTue ☒ Hours of Operation: 6AM-4PMWed ☒ Hours of Operation: 6AM-4PMThu ☒ Hours of Operation: 6AM-4PMFri ☒ Hours of Operation: 6AM-4PMSat ☐ Hours of Operation: 6AM-4PM

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_Mon ☐ Hours of Operation: \_\_\_\_\_Tue ☐ Hours of Operation: \_\_\_\_\_Wed ☐ Hours of Operation: \_\_\_\_\_Thu ☐ Hours of Operation: \_\_\_\_\_Fri ☐ Hours of Operation: \_\_\_\_\_Sat ☐ Hours of Operation: \_\_\_\_\_

Location: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Check the days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_Mon ☐ Hours of Operation: \_\_\_\_\_Tue ☐ Hours of Operation: \_\_\_\_\_Wed ☐ Hours of Operation: \_\_\_\_\_Thu ☐ Hours of Operation: \_\_\_\_\_Fri ☐ Hours of Operation: \_\_\_\_\_Sat ☐ Hours of Operation: \_\_\_\_\_

Check the box days of operation below:

Sun ☐ Hours of Operation: \_\_\_\_\_Mon ☐ Hours of Operation: \_\_\_\_\_Tue ☐ Hours of Operation: \_\_\_\_\_Wed ☐ Hours of Operation: \_\_\_\_\_Thu ☐ Hours of Operation: \_\_\_\_\_Fri ☐ Hours of Operation: \_\_\_\_\_Sat ☐ Hours of Operation: \_\_\_\_\_