



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: January 14, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

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

***Project Title/Description:**

International Heavy Trucks

***Purpose:**

Award: Master Agreement No. MA-PO-20-94. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$1,600,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Fleet Services

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 20-77 is recommended to RWC International LTD, DBA RWC Group, which has accepted the terms of the County's Offer Agreement.

PRCUID: 358067

Attachment: Master Agreement

***Program Goals/Predicted Outcomes:**

To purchase International truck chassis with various bodies to align with Fleet Services Strategic Plan of standardizing County fleet. To ensure the truck operators' familiarity with the truck and associated body operation and safety features. Allows Fleet Technicians to gain and maintain mechanical knowledge of truck chassis and bodies. Parts purchasing and inventory levels will be reduced with standardization.

***Public Benefit:**

Standardization of the trucks permits sharing among the various County departments without requiring additional training or operation instruction. Technical and mechanical knowledge of the truck contributes to less downtime for service and repairs. This will benefit County by lowering inventory costs (reduction of multiple brands on the shelf).

***Metrics Available to Measure Performance:**

Measure operating hours and monitor downtime of International trucks due to repairs or service.

***Retroactive:**

No

TD: COB 12-18-19 (1)

Vers: 1

Pgs: 32

DEC 18 19 09:00 PRC CLK OF PD
92

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-94Effective Date: 01/14/20 Termination Date: 01/13/21 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 1,600,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** Fleet Services OperationsFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____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.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** _____Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

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

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:** _____***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Maria Julia Canizales, CPPBDivision Manager: [Signature] 12/17/19Department: ProcurementTelephone: 520-724-8167Department Director Signature/Date: [Signature] 12-17-19Deputy County Administrator Signature/Date: [Signature] 12-17-2019County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items) C. P. [Signature] 12/18/19



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2000000000000000094

MA Version: 1

Page: 1 of 2

Description: International Heavy Trucks

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 01-14-2020				
	130 W. Congress St. 3rd Fl		Expiration Date: 01-13-2021				
	Tucson AZ 85701						
	Issued By: MARIA CANIZALES						
	Phone: 5207248167						
	Email: maria.canizales@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$1,600,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$1,600,000.00	Used Amount:	\$0.00
NTE Amount:	\$1,600,000.00						
Used Amount:	\$0.00						

V E N D O R	RWC International LTD	Contact: Mary Wilson
	DBA: RWC Group	Phone: 520-622-6767
	3220 E Irvington Rd	Email: vmoreno@rwcinternational.com
	Tucson AZ 85714	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason This Master Agreement is for an initial term of one (1) year in the annual award amount of \$1,600,000.00 (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: 2000000000000000094

MA Version: 1

Page: 2 of 2

Line	Description					
1	4000 Gallon Water Truck HX620					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$172,536.35			
2	12-14 yard dump truck HX620					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$157,504.35			
3	Fifth wheel trailer with/without wet kit HX620					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$134,829.38			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with various International heavy trucks on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

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 & REVISIONS:

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

3. CONTRACTOR MINIMUM QUALIFICATIONS: NONE

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.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractor to provide the purchase replacement and additional International Trucks, up to nine (9) per fiscal year. The truck chassis will be an International with the optional truck body, depending upon County requirements at the time of purchase. Examples of truck body's installations: 4000-gallon water tank, 12-14 yard dump body or Tractor fifth wheel with/without wet kit.

Refer to Attachments A, B, C, D, E, and F:

- Attachment A: General Specifications
- Attachment B: Specifications for Truck Chassis
- Attachment C: Specifications for Various Truck Bodies
- Attachment D: Certification of Stocking of Parts and Service Program
- Attachment E: Pictures for Truck Body
- Attachment F: Pictures for Trailer Package

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offer and execute this 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.

6. ACCEPTANCE OF GOODS AND 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.

7. 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.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Part / Model #	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Truck with 4000 gallon water tank	HX620 7000/4k gallon water	4	EA.	\$ 172,536.35	\$ 690,145.40
2	Truck with 12-14 yard dump body	HX620 7000/ 12-14 yard dump	4	EA.	\$ 157,504.35	\$ 630,017.40
3	Tractor fifth wheel w/wo wet kit	HX620	1	EA.	\$ 134,829.38	\$ 134,829.38
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.					TOTAL BID	\$ 1,454,992.18

Tire Tax (if applicable): \$ 2.00 per tire

Flat Sales Tax: Sales Tax Percentage: 6.1%

Total Sales Tax Amount: \$ 88,754.50

Or

Tier Sales Tax: Sales Tax Percentage: _____ % Taxable Amount \$: _____ Sales Tax Amount \$: _____

Sales Tax Percentage: _____ % Taxable Amount \$: _____ Sales Tax Amount \$: _____

Total Sales Tax Amount: \$ _____

Address of facility for warranty repairs as per Attachment A, Section 2: _____

3220 E. Irvington Rd Tucson, Arizona 85714

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, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)
See attachment for Price Pages for HX			

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 PO, 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 is 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).

8. DELIVERY:

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

All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. to Pima County Fleet Services, 1291 S. Mission Road, Tucson, Arizona, 85713. Contractor shall give Mr. Bob Charlton or his authorized representative of the Fleet Services Department a minimum of twenty-four (24) hour notification prior to the truck(s) being delivered with the anticipated time of delivery. Contractor will provide a short familiarization and operating characteristics presentation upon delivery of truck.

Contractor guarantees delivery date (ARO) of product or service indicated on the quote for each piece of truck. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. 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 itemizes them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 358067 including the 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.

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

Additional Insurance Requirements:

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

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

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

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

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

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

Verification of Coverage:

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

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

All certificates required by this Contract shall be sent directly to Pima County Procurement 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.

12. PERFORMANCE BOND: NONE

13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):

Contractor acknowledges that it incorporates the following solicitation amendment(s) in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
0					

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not Applicable

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: RWC International LTD
BUSINESS ALSO KNOWN AS: RWC Group
MAILING ADDRESS: 3220 E. Irvington Rd
CITY/STATE/ZIP: Tucson, AZ 85714
REMIT TO ADDRESS: Same as above
CITY/STATE/ZIP: —
CONTACT PERSON NAME/TITLE: Mary Wilson Sales Manager
PHONE: 520-622-6767 FAX: —
CONTACT PERSON EMAIL ADDRESS: mwilson@rwcgroup.com
EMAIL ADDRESS FOR ORDERS & CONTRACTS: Same
CORPORATE HEADQUARTERS ADDRESS: 600 N. 75th Ave Phx 85043
WEBSITE: www.rwcgroup.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation 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 shall 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" article.

SIGNATURE: Mary Wilson DATE: 12-3-19
Mary Wilson Sales Manager
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER
PHONE AND E-MAIL: 602-350-1458 mwilson@rwcgroup.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> by selecting the link titled *Authorized Use of County Contracts*.

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

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

25. 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. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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 Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to 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 Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

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: General Specifications (2 Pages)**1. Specifications;**

- 1.1. Contractor must provide completed truck that meets all the current Federal and State Emission Standards, if applicable, Occupational Safety and Health Administration (OSHA) and Arizona Department of Transportation (ADOT) regulations.
- 1.2. Contractor is responsible for providing any required certifications or proof of conformity to ADOT and OSHA requirements.
- 1.3. Completed truck offered shall be manufactured or assembled in the United States.
- 1.4. Contractor must provide completed truck that is the manufacturer's current model, in production at the time of delivery and must be new and unused. (Demonstrator models are not acceptable).
- 1.5. Refer to Attachments B, C, and D:
Attachment B: Specifications for Truck Chassis
Attachment C: Specifications for Truck Body
Attachment D: Certification of Stocking, Supplying Of Parts and Service Program

2. Warranty:

- 2.1. Contractor's warranty will be a minimum, one (1) year and unlimited miles for both parts and labor. Warranty repair and replacement will be performed at no additional charge to County. During the one-year (1) warranty period, towing the truck to and from the repair facility will not be an additional charge to County. Once the Contractor is notified of a breakdown, the unit must be addressed within four (4) hours unless other arrangements have been made with Fleet Services at 520-724-2670.
- 2.2. Contractor must maintain a factory authorized maintenance facility within the Tucson Metropolitan area or a mobile repair service for warranty repairs. If Contractor does not have a local facility, Contractor may contract with a third party to provide local maintenance. Contractor must provide the name and address of the third party covering the warranty repairs with their bid. Service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday or have specific agreements in force with a third party to provide local maintenance. If applicable, a document showing evidence that the third party agrees to provide necessary maintenance support shall be provided upon request.
- 2.3. Contractor shall be responsible for all repairs needed within the warranty period. Contractor shall determine if the repairs required are to be accomplished by the body builder or the chassis manufacturer. The Contractor will be responsible for delivering the completed truck to the proper warranty facility for repairs. After proper repairs are complete, truck shall be returned to the Fleet Services Department. Please refer to Attachment D for the Certification of stocking, supplying of parts and service program.

3. Delivery:

The following must be provided to Pima County upon delivery:

- 3.1. Manufacturer Statement of Origin (MSO), which must include the odometer statement and Motor Vehicle Level 1 completed inspection. Unless otherwise ordered in writing, the MSO shall show the ownership/purchaser of the truck as:

**Pima County Board of Supervisors
1291 S. Mission Road
Tucson, AZ 85713**
- 3.2. Contractor must submit warranty brochures explaining warranty coverage and defining specifically what is covered by the warranty.
- 3.3. Manufacturer's invoice unaltered with truck serial number and vehicle identification number (VIN) on the body of the truck. Must state "invoice" in order for payment to be processed.

Attachment A: General Specifications (continued)

- 3.4. Contractor must submit two (2) CD's or two (2) thumb drives of the maintenance-overhaul (shop) manuals for truck.
 - 3.5. Contractor must submit two (2) CD's or two (2) thumb drives of the operator's manuals for the truck.
 - 3.6. Contractor must submit two (2) CD's or two (2) thumb drives of the wiring diagrams for the truck.
 - 3.7. Contractor must submit two (2) CD's or two (2) thumb drives of service manuals for the truck.
 - 3.8. Contractor must submit two (2) CD's or two (2) thumb drives of manuals for auxiliary truck included in the delivery.
 - 3.9. Contractor must provide a web site link to enable County to acquire the information directly as long as there is no subscription to join or a fee to get the information. Provide web address: www.rwcgroup.com
 - 3.10. Contractor must submit brochures with complete specifications and other general data and truck provided at the time of delivery.
 - 3.11. Contractor must submit four (4) sets of keys (this includes any toolbox, utility box, etc.).
- 4. Training:**
- 4.1 Contractor will provide authorized trained personnel to train County personnel on the operation and service of the completed truck at no additional cost to the County. Fleet will contact Contractor to schedule training within thirty (30) days of receipt of truck.

Please provide estimated training time: what ever customer request.

End of Attachment A

Attachment B: Specifications for Truck Chassis (3 Pages)

All items in Attachment B must be answered and returned with response. Contractor shall fill in the following information based on the truck you are offering to Pima County per this solicitation. **If your response is "No" to a specification, you must supply a detailed explanation (separate sheet) of what you are bidding and how it will affect the end performance of the truck**

Contractors shall fill in the following:

		YES	NO
WHEELBASE:	200" Approximate.	✓	—
C.A.	137" Approximate.	✓	—
GVWR:	53,000 lbs. minimum.	✓	—
ENGINE:	Cummins Diesel, 450 H.P. net minimum.	✓	—
	Minimum 1550 ft. Lb. Torque.		
	Engine warranted for 5 years / 150,000 miles.		
	Engine must be compatible with automatic transmission.		
	Engine shall meet the current model year emission standards.	✓	—
TRANSMISSION:	Allison HD-4500 RDS with air to oil cooler, Wide ratio, 6-speed minimum, with PTO gear, Oil level sensor, no retarder, rated for 450 H.P. net input minimum Transmission warranted for 5 years / 250,000 miles.	✓	—
EXHAUST:	Maximum diameter available, single vertical stack with shield, formed at the top to prevent rain from entering or equivalent. Steel or aluminum guard, grab handle cab or shield, mounted right side.	✓	—
AIR CLEANER:	Heavy duty, with dual element or service protection element with restriction indicator in cab and pre-cleaner.	✓	—
OIL FILTER:	Manufacturer standard.	✓	—
COOLING SYSTEM:	Heavy duty rough service mounting or equivalent, Horton two speed fan drive or equivalent with auto on/off and switched override.	✓	—
BUG SCREEN:	Radiator-mounted behind grille. Permanently mounted steel screen mounted between grille and radiator to limit stones and bugs from striking radiator. Screen door material will not be accepted.	✓	—
ELECTRICAL SYSTEM:	12 volt, 3 maintenance free batteries, 1950 CCA, minimum, Aluminum battery box preferred with jump-start capabilities, external of battery box or at engine. Alternator rated at 160-amp minimum capacity. Starter 12-volt with soft start or thermal over crank protection. Circuit breakers with manual reset (main panel) SAE type iii or equivalent with trip indicators.	✓	—
STEERING:	Power, heavy duty, full hydraulic, minimum one (1) Single Sheppard M-90/M-80 or equivalent depending upon truck GVWR. Tilt and telescopic Steering column.	✓	—
AIR COMPRESSOR:	16.0 CFM, minimum, water-cooled, Bendix Tu-flo 750 or equivalent.	✓	—
BRAKES:	Full air with water filters/driers, automatic drain valve, Bendix antilock brake system or equivalent. Color-coded nylon brake lines or equivalent, air lines inside frame to meet all regulations. Front and rear automatic slack adjusters, front brakes s-cam type, 16.5" by 5.0" minimum, rear brakes s-cam type, 16.5" by 7.0" minimum.	✓	—
PARKING BRAKE: FRAME:	Piggy back chamber with heavy-duty spring actuated parking brake. Frame rails heat treated alloy steel or equivalent, 120,000-psi yield. 2 million RBM to allow rear hitch package to be installed.	✓	—

Attachment B: Specifications for Truck Chassis (Continued)**Contractors shall fill in the following:**

		YES	NO
FRONT AXLE:	I-beam type Meritor or Rockwell FL941 or equivalent. 3,000-lb. <u>13,200</u> minimum capacity or equivalent depending upon truck GVWR.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FRONT SUSPENSION:	Front springs 13,000-lb. minimum capacity with shock absorbers or equivalent depending upon truck GVWR.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
REAR AXLES:	Tandem Meritor MT-40-14X-4DER-P or equivalent, single reduction 40,000 lb. minimum capacity with driver controlled, main locking differential in rear-rear axle. Lube oil pump and rear wheel ends or equivalent. 11 mm wall housing thickness minimum. Vehicle needs to reach highway speed of 75 M.P.H. minimum. State gear ratio <u>4.11 tractor</u> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
REAR SUSPENSION:	Tandem (Hendrickson Haulmaax-HMX-400 series) A 52-inch spacing with combined 40,000 lb. capacity, shock absorbers required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WHEELS:	Front disc, 22.5"x 8.25" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel. Rear dual disc, 22.5" x 8.25" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel. Steel hubs, rear wheel seals (Sternco guardian) or equivalent, oil lubricated wheel bearings. Front wheel seals (Sternco guardian) or equivalent, oil lubricated wheel bearing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TIRES:	Tires, (10) 11R X 22.5 load range (H) 16 ply radial or equivalent. Front (2) conventional tread; rear (8) traction tread.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUMPER:	Heavy duty, painted steel, swept back or equivalent. Two front frame mounted tow hooks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FUEL/DEF TANKS:	Single, minimum 90 gallon, non-polished aluminum or steel tank. <u>100 gallon</u> Mounted left side under cab. DEF tank to be located next to fuel tank. Truck driven off road and needs maximum ground clearance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FUEL FILTERS:	Engine manufacturer's minimum recommendation for off-road application. Must include one fuel water separator.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CAB:	Conventional, insulated, with tilt hood and fenders with grille. Full tinted glass (manufacturer standard), air horn, Non-Electric mechanical roll up windows and doors, rectangular convex mirror mounted above right door for blind spots next to right side of cab. Forward and rear breakaway style mirrors both sides approximately 7" x 14" with left and right head non-motorized each side with a separate 7" Convex spot mirror. Grab handles on each side, turn signals, marker lights and reflectors to meet all DOT regulations. Electric horn under hood, heavy-duty windshield wipers, steps on each side for entrance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CAB INTERIOR:	Driver seat (Bostrom 910, s/n830068177 MDL T-910) or equivalent, air suspension, intermediate back, all or part cloth, adjustable, air lumbar support, seat cushion and seat back angle adjustment, right side armrest mounted inboard, with vocational trim level. Passenger seat (National static model 192) or equivalent, non-suspension, high back, all or part cloth with left side arm rest, with vocational trim level. Seat belts, two (2) 3-point lap and shoulder belt type. Heater and defroster with fresh air provision, with premium heater hoses. Interior trim vocational level or equivalent. Two sun visors, dome light, dustproof and waterproof container to store valuable documents, two coat hooks, additional power outlet and USB port.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RADIO:	AM-FM stereo, standard factory electronic tuning and clock, multiple dual cone speakers two (2) minimum. Antenna mounted on left mirror or equivalent.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

All windows on this model are power

Attachment B: Specifications for Truck Chassis (Continued)**Contractors shall fill in the following:****YES NO**

AIR CONDITIONING:	Maximum performance available, factory installed, internal cab, no roof mounting.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INSTRUMENTATION:	Speedometer, odometer, oil pressure, fuel gauge, water temperature gauge, engine hour meter, voltmeter, tachometer, and dual air pressure gauges.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AUTOMATIC WARNING SYSTEM	Separate audible (above ambient levels) alarms for low engine oil pressure, engine over temperature, low air pressure, DEF, and DPF warning. Activated to sense the slightest variation of these systems, if failing automatically shuts the engine down to prevent engine damage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FENDERS:	Federal legal mud flaps to cover rear wheels, anti-sail type. Two (2) behind front tires.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RADIO NOISE SUPPRESSION:	Equipped with mobile radio noise suppression package. Electric and electronic components shall not interfere with signals received or transmitted by the mobile radio system, nor shall the electric and electronic components be affected by the operation of the mobile transmitter or receiver.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BACK-UP ALARM:	Electric backup alarm, 97db minimum. Weatherproof and steam-cleanable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIGHTS:	Lights and reflector shall meet DOT requirements. All lights except headlights shall be LED or equivalent and taillight and brake lights shall be built into the body, not hanging on the suspension to collect dirt and debris.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRAILER PACKAGE:	Holland PH-200 or equivalent. Rigid type pintle hook with air-operated, plunger, 18,000 lbs., maximum vertical load, 80,000 lbs. C.G.W. (120,000 Lb. tensile) Heavy-duty butt plate with pintle type hitch (21 inch height to center) with D-rings. Airlines to the rear with glad hands to operate air brake trailer with an electrical connector for air brake trailer. Electrical connector for an electric brake trailer and electric trailer brake Controller. See Attachment F: Pictures for Trailer Package	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COLOR:	Cab, body and wheels - standard white. Frame - standard black.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SAFETY EQUIPMENT:	Fire extinguisher (5lb. all purpose) mounted in cab, within easy reach of the operator and safety triangle kit in cab. All ladders, steps and walking areas shall be non-slip material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

End of Attachment B

Attachment C: Specifications for Various Truck Bodies (3 Pages)

All items in Attachment C must be answered and returned with response. Contractor shall fill in the following information based on the truck you are offering to Pima County per this solicitation. If your response is "No" to a specification, you must supply a detailed explanation (separate sheet) of what you are bidding and how it will affect the end performance of the truck body.

Contractors shall fill in the following:

YES NO

FIFTH WHEEL WITH WET KIT SPECIFICATIONS

The following specifications listed are required to build a Tractor.

FIFTH WHEEL:	Air slide (Holland FW35-8002T3L) or equivalent, 24" slide with 5.50 inch minimum above top of frame, left hand roadside release located at axle centerline. Fixed platform catwalk to cover entire open frame between security rack and fifth wheel plate mounting, to include Pogo stick for air and electric lines, driver's side step(s).	✓	—
FRAME:	Frame rails heat treated alloy steel or equivalent, 120,000-psi yield. 2 million RBM to allow rear hitch package to be installed. Frame Rails tapered at rear of frame.	✓	—
SECURITY RACK:	A Merritt #363 Rack with chain holder. 50 inch height by 70 inch width by 13-inch stand from frame. Rack to have rear window cut out area, matching rear window of cab.	✓	—
	Twenty-four (24) inch light bar provided by County on center top area of security rack and switch in cab.	✓	—
WET KIT:	Heavy duty, cast iron rebuild-able, integral pump and control valve. Driven off the transmission by a hot shift PTO controlled in the cab. 45-gallon minimum hydraulic tank frame mounted. Approximately 27 GPM and 2,000 PSI capacity, 12 foot hoses minimum with quick disconnect fittings. There shall be a Pogo stick holding air and hydraulic lines.	✓	—
TOOL BOXES:	One (1) toolbox, on either side of the truck. Located around mid-frame, next to catwalk with side door and approximately 36 inches in length and 20 inches in height and width	✓	—

4000 GALLON WATER TANK SPECIFICATIONS

The following specifications listed are required to build a 4000-gallon water tank truck.

WHEELBASE:	216" Approximate.	✓	—
C.A.	145" Approximate.	✓	—
GVWR:	58,000 lbs. minimum.	✓	—
FRONT AXLE:	I-beam type Meritor or Rockwell FL941 or equivalent. 18,000-lb. minimum capacity.	✓	—
STEERING:	Power, heavy duty, full hydraulic, two (2) Dual Sheppard M-90/M-80 or equivalent. Tilt and telescopic Steering column.	✓	—
WHEELS:	Front disc, 22.5"x 9" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel. Rear dual disc, 22.5" x 8.25" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel.	✓	—
TIRES:	Tires, Rear (8) 11R X 22.5 Load Range (H) 16 ply Radial traction tread. Front (2) 315/80R22.5 Load Range (L) Rated at 9,000 single max load per tire minimum (18,000 per pair).	✓	—
BODY:	Water tank (material shell, ends, baffles and belly plate) must be a minimum of 7-gauge stainless steel. Front and center water tank mounts shall be spring mounted and the rear tank mount shall be solid. Tank will be 4000 gallons, approximately 96"W x 62"H x 180"L shape modified ellipse mounted to provide lowest center of gravity.	✓	—

Attachment C: Specifications for Various Truck Bodies (continued)**Contractors shall fill in the following:****YES NO**

	Tank ends welded and baffles (2) evenly spaced with a 20" crawl hole. Top of tank has a 25" diameter manhole for filling and maintenance approximately 4" high with hinged cover and a non-skid walkway. Right side of frame to have sign racks to fit three (3) signs on sign bracket spacing from 19-24 inches see Attachment E: Pictures for Truck Body (picture #4). Ladder, hand holds, no-skid steps to ladder Attachment E: Pictures for Truck Body (picture #1) for steps and handhold and walkway for access mounted on rear of tank. A built in toolbox between frame in the rear of truck to be frame width and depth and approximately 24" long, bottom and front side made with stretch metal (minimum of 1/8 th inch steel, with lockable-hinged lid Attachment E: Pictures for Truck Body back flow device brackets (measures 15 inches between two (2) brackets and each "U" bracket is 6 inches in depth and 4 inches width, constructed of 2 wide X 1/4 inch thickness steel strapping) on the left rear side of frame and lock pins Attachment E: Pictures for Truck Body (picture #1). Install twenty-four (24) inch light bar provided by County on front center top area of the water tank and switch in cab.	✓	—
DRAIN:	Drain and sump with anti-swirl baffle. Drain 4" NPT with welded flange.	✓	—
FILL SYSTEM:	Fill pipe permanently plumbed to the rear of tank with a one-way valve. Platform and rough plumbing for City of Tucson water meter Attachment E: Pictures for Truck Body (picture #2). Water Meter installation installed by County. Pump intake plumbed to have a pond fill pick up. Sight gauges are located in both front and rear of tank at the fill pipe to allow operator to observe tank level with shut off valves at each end, rear mounted on the tank overflow pipe with manual valve to indicate when legal weight limit is reached. Note: water weight is 8.3 pounds per gallon.	✓	—
PTO:	Power Take off is air operated hot shift with adjustable over speed control and cab mounted PTO on indicator light.	✓	—
HYDRAULIC PUMP:	Heavy duty cast iron rebuild-able, integral pump and control valve. Approximately 27 GPM and 2,000 PSI capacity. Hot shift control, pressure lubricated.	✓	—
SPRAY SYSTEM:	Hydraulic motor to drive Berkley/Pentair model B4ZRKS-B69876 water pump. Pump mounting bracket platform needs to have a minimum of 12-inch ground clearance, right hand side mounted flusher. United truck & equipment spray head nozzles five (5), located two (2) in the front and two (2) in the rear with air operated actuated valves (part # 08030) and spray heads (part # 03484). On right side, centered one (1) spray nozzle with air operated actuated valve (part # 08030) and spray head (part # 01045 5"x1/4" slot). Air operated with individual controls to actuate each of the five (5) spray heads. A 2-inch jet valve mounted at the front manifold. Soft coupler installed where truck plumbing meets the tank to prevent welded pipes from cracking. A three (3) inch gravity bar with detachable end caps for cleaning purposes and air operated valve (part # 02183) and manual override valve, non-pressurized.	✓	—
LIGHTS:	Lights and reflectors must meet DOT requirements. All lights shall be seal beam headlights and all other lights to be LED and two (2) Federal signal quad flare model #QL-64-XFA warning lights mounted in the rear of truck Attachment E: Pictures for Truck Body (picture #3). Taillight and brake lights shall be built into the body to keep clean from debris. Rear mounted LED work lights two (2) at rear of tank with switches in cab Attachment E: Pictures for Truck Body (picture #3). Install twenty-four (24) inch light bar provided by County on front center of tank and switch in cab.	✓	—

Attachment C: Specifications for Various Truck Bodies (continued)**Contractors shall fill in the following:****YES NO****12-14 YARD DUMP SPECIFICATIONS**

The following specifications listed are required to build a 12-14 yard dump truck.

WHEELBASE:	216" Approximate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C.A.	145" Approximate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GVWR:	58,000 lbs. minimum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FRONT AXLE:	I-beam type Meritor or Rockwell FL941 or equivalent. 18,000-lb. minimum capacity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
STEERING:	Power, heavy duty, full hydraulic, two (2) Dual Sheppard M-90/M-80 or equivalent. Tilt and telescopic Steering column.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WHEELS:	Front disc, 22.5"x 9" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel. Rear dual disc, 22.5" x 8.25" steel, 10-stud hub piloted, flanged nut or equivalent, painted white steel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TIRES:	Tires, Rear (8) 11R X 22.5 Load Range (H) 16 ply radial traction tread. Front (2) 315/80R22.5 Load Range (L) rated at 9,000 single maximum load per tire minimum (18,000 per pair).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DUMP BODY:	Semi elliptical length of 16 ft. and 42 in. sides with a capacity of 12-14 yards. Constructed of ¼ in. AR-400 material or equivalent floor sides and ends cross-member less design 8 in channel long sills with standard doghouse style hoist mount. Air operated high lift tailgate a ½-cab guard and a fixed 12 in. spreader apron. Direct mount hot shift PTO and pump with air operated controls. A frame mounted hydraulic tank with a sight glass and steel fenders over drive axles. Control tower mounted next to seat. Heavy-duty anti-sail mud flaps.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HOIST:	Custom hoist model #24-4401-156, short sub frame type or equal. Front mounted single telescopic three (3) or four (4) stage cylinder, mounted hydraulic oil tank with shut off valve at tank. Hydraulic tank with sight glass to determine fluid level. Heavy-duty two gear single speed hot shift rebuild-able PTO with over speed. DOT safety body prop to hold up unloaded body, body up safety light in cab. Control pedestal in cab with safety cable controls for pump and PTO. Approximately 24-ton capacity NTEA 100 or equal.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PUMP:	Heavy-duty, cast iron rebuild-able, integral pump and control valve. Approximately 27 GPM and 2,000 PSI capacity. Hot shift control, pressure lubricated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
LIGHTS:	Lights and reflectors shall meet DOT requirements. Headlights are sealed beam or equivalent. Taillight and brake lights will be LED, built into the dump body not hanging on the suspension to collect dirt and debris.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TARP SYSTEM:	Roll-rite electric tarp system, weighted, super tough mesh tarp. Controls on dash panel consisting of a heavy-duty three-position spring-loaded switch and manual reset breaker for the motor side and a light indicating power. A tarp spool mounted on the body apron and a pivot set that will accommodate a tarp and tension bow. Three (3) year prorated warranty covering four-spring electric arm system with replaceable parts. All parts are polished aluminum.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRAILER PACKAGE:	See Attachment B: Specifications for Truck Chassis for all items listed.		

End of Attachment C

Attachment D: Certification of Stocking, Supplying of Parts and Service Program (1 Page)

Contractor shall certify that they are the authorized factory representative and guarantee that the truck they bid and furnish to Pima County shall be covered by manufacturer's warranty for a one (1) year period including unlimited miles and hours (Engine has a 5 year, / 150,000 mile warranty with a manufacturer's stated hourly warranty and the transmission has a 5 year, /250,000 mile warranty with a manufacturer's stated hourly warranty. see below). Contractor certifies that they do stock and maintain a complete line of factory parts and maintain a complete service program for the aforementioned truck that they bid.

Please fill-in all blank spaces.

Engine warranty and after treatment, components warranty to cover at a minimum: engine components, turbo(s), injectors, water pump to include seal, engine control module, No deductible.

Engine warranty: 5 years / 150,000 mile warranty with a manufacturer's stated hourly warranty.

1 hour = N/A miles

Transmission warranty: 5 years / 250,000 mile warranty with a manufacturer's stated hourly warranty.

1 hour = N/A miles

Name of local warranty repair agency:

Closest location of parts:

Contact name: RWC International Telephone number: 520-622-6767

Name of local non-warranty repair agency: same

Closest location of parts:

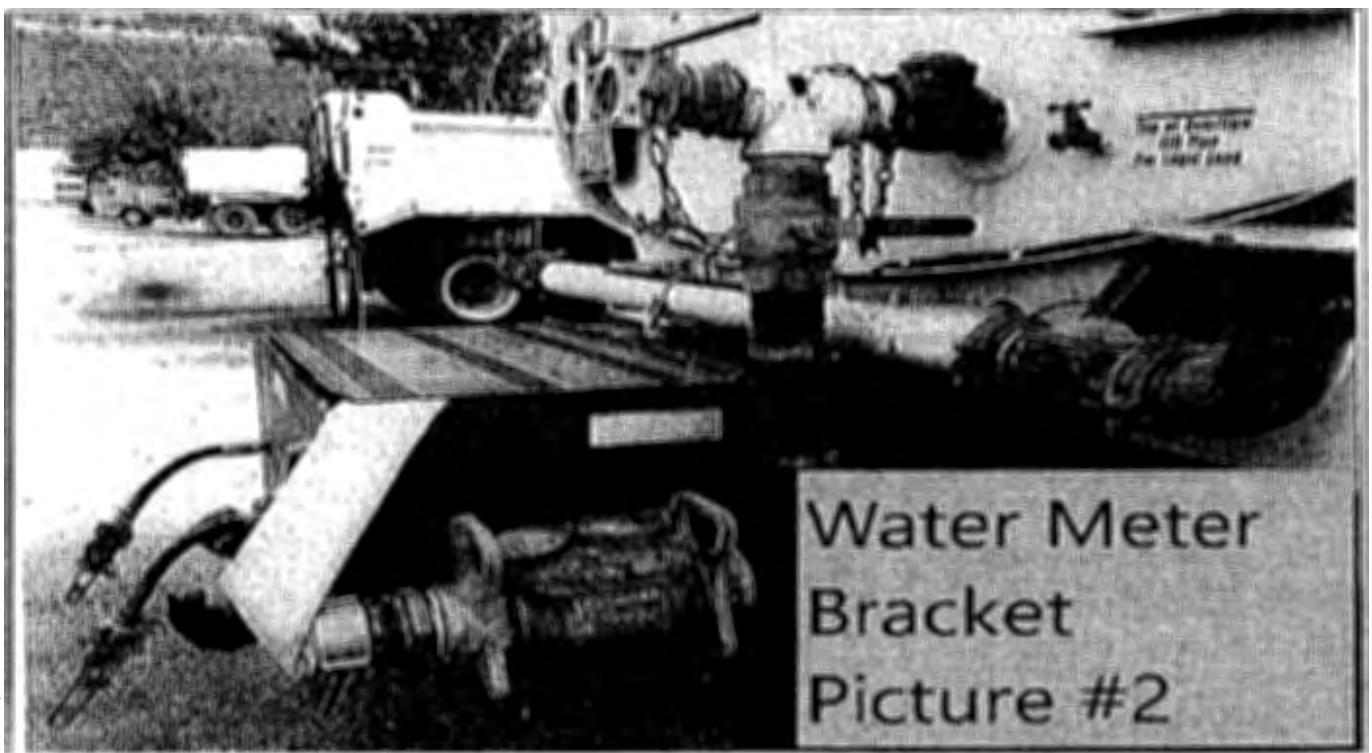
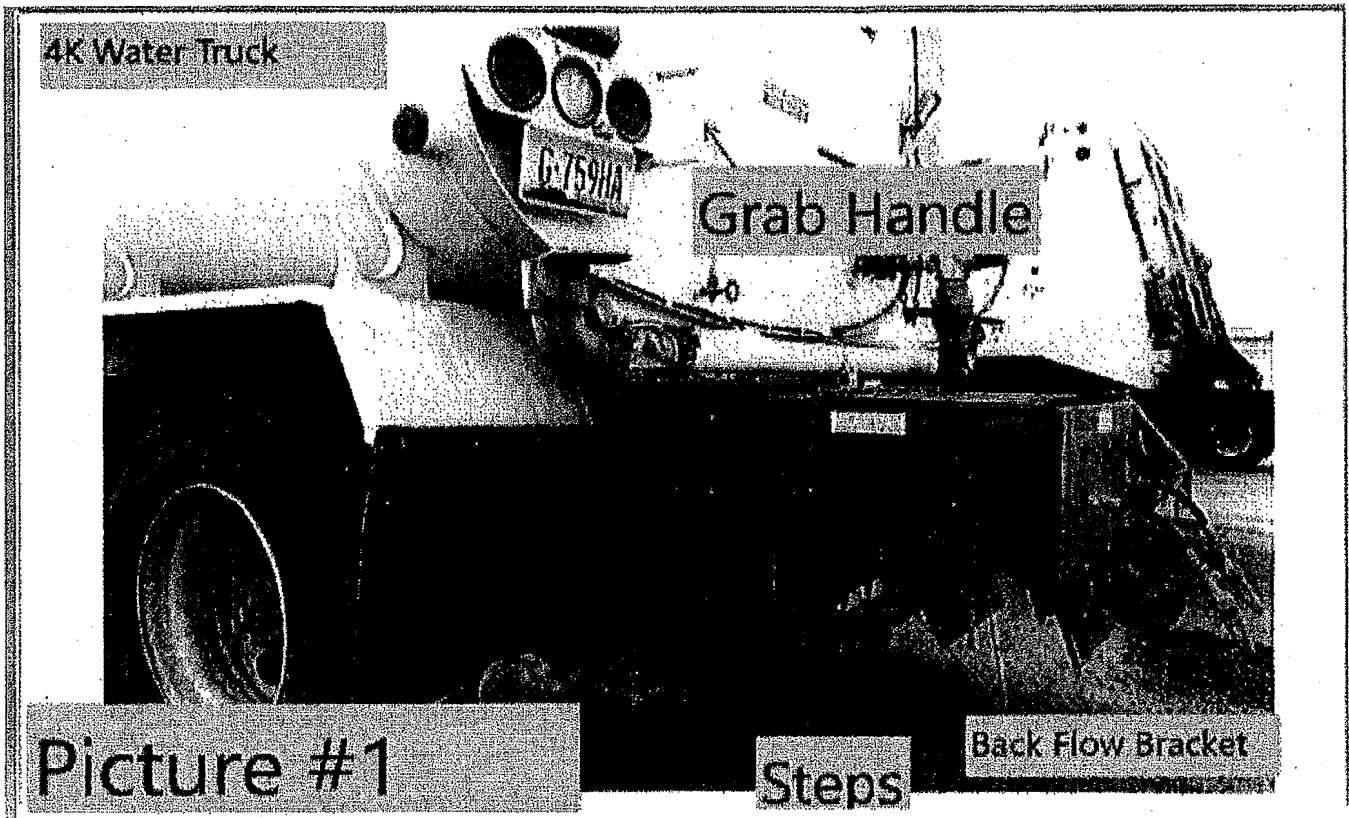
Contact name: Clay Jackson Telephone number: 520-343-2653

Percentage discount off of parts: _____% hourly charge for labor: \$ 115⁰⁰ attachment

See parts contract
or State Contract
CTR046687

End of Attachment D

Attachment E: Pictures for Truck Body (3 Pages)



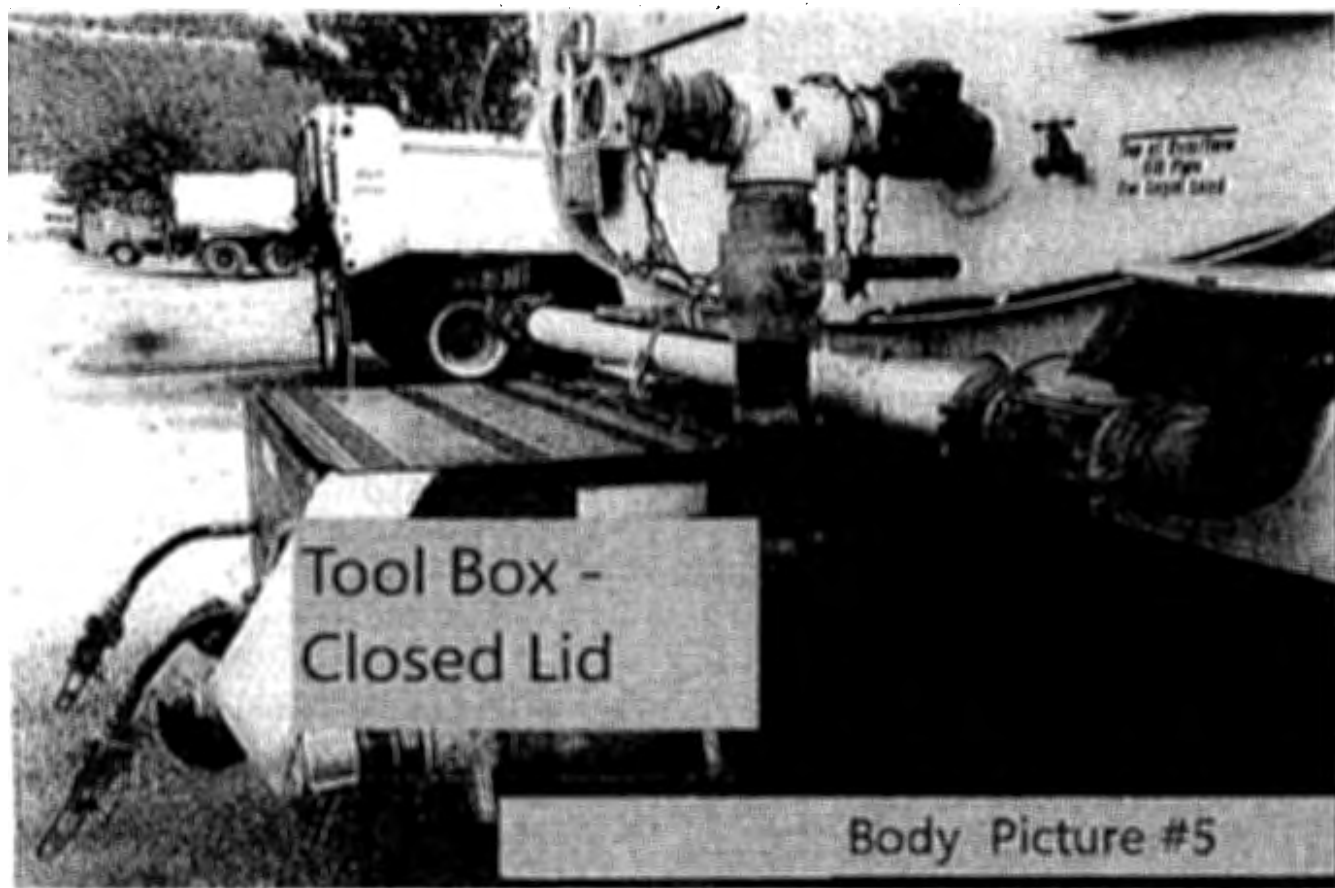
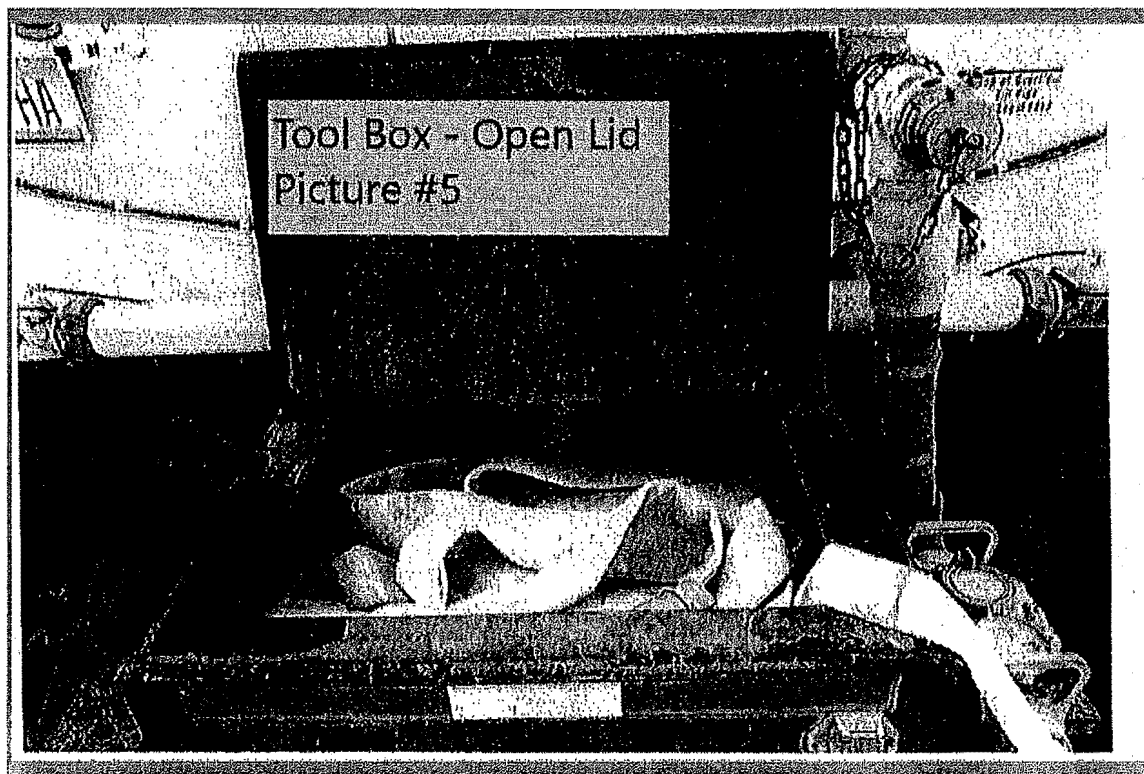
Attachment E: Pictures for Truck Body (continued)



Fabricate traffic sign brackets that will hold different size signs. Sizes range from 10" to 24".



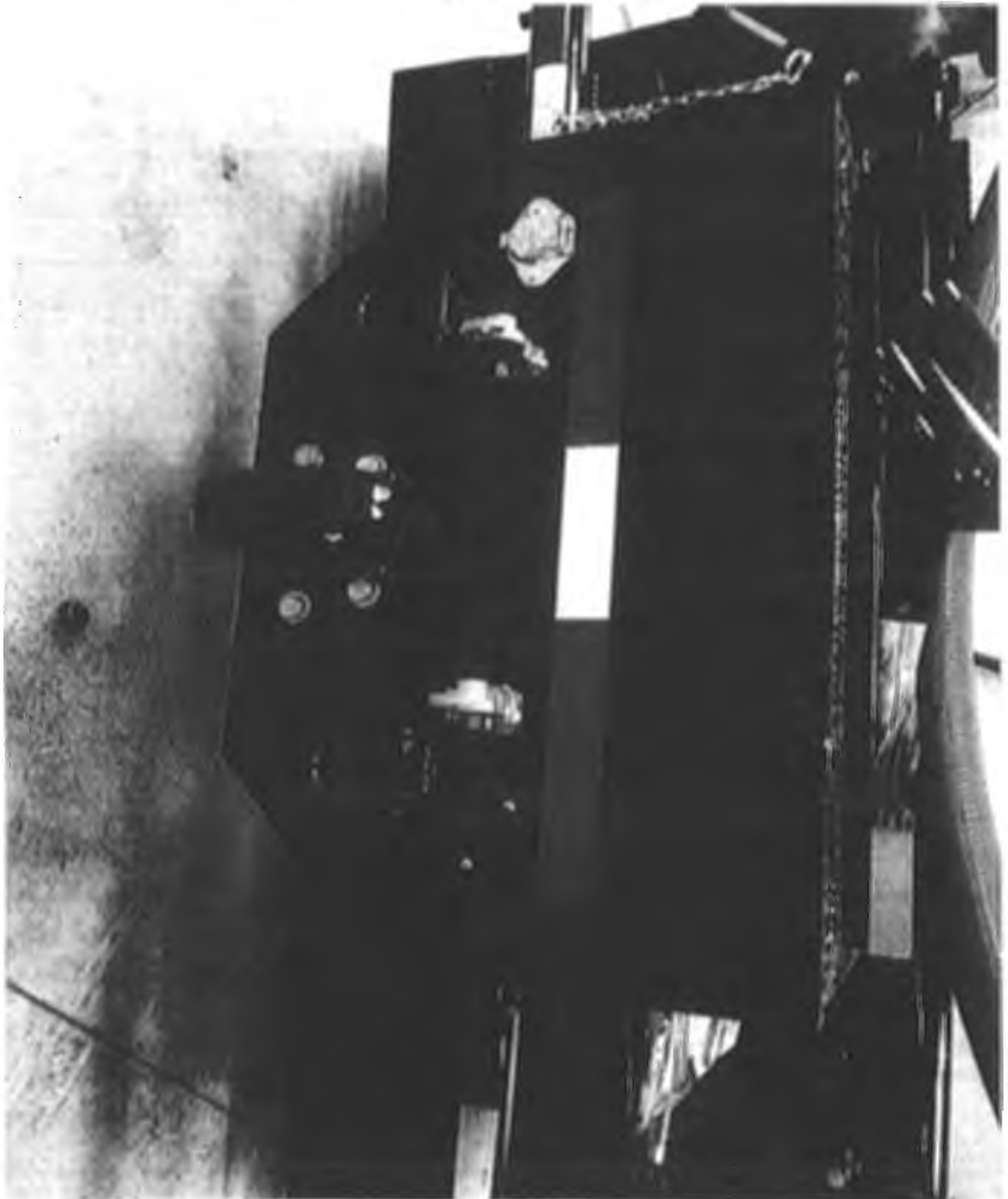
Attachment E: Pictures for Truck Body (continued)



Attachment F: Pictures for Trailer Package (4 Pages)



Attachment F: Pictures for Trailer Package (continued)



Attachment F: Pictures for Trailer Package (continued)



Attachment F: Pictures for Trailer Package (continued)

