



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 152583 Title: ONE (1) NEW AERIAL LIFT BUCKET TRUCK

DUE IN AND OPENS: NOVEMBER 5, 2014 AT OR BEFORE 1:00 P.M. LOCAL AZ TIME (MST)

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: OCTOBER 23, 2014 AT 1:00 P.M. (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County is soliciting bids from Bidders qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with One (1) New Aerial Lift Bucket Truck, per specifications and requirements defined herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. **Bidders are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda.** Prospective Bidders may also pick up a copy, Monday through Friday excluding legal Holidays, 8 am to 5 pm local Arizona time, MST, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective bidder questions. It is the responsibility of Prospective Bidder to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. **Attendance is optional but encouraged.**

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for sixty (60) days after opening except as allowed by Pima County Procurement Code.

BIDDERS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURES THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to the Procurement Department, Attention: Nancy Page. All submittals shall reference the Solicitation Number and Title: Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 838-7553 **email:** nancy.page@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Nancy Page
Commodity/Contracts Officer

Publish: The Territorial: October 7, 8, 9, and 10, 2014

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) One (1) New Aerial Bucket Truck (Pages 1-4)

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Supplier Minimum Qualifications:

Supplier Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Supplier Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 14. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

INSTRUCTIONS TO BIDDERS (continued)

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 12. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original and one copy of the following bid documents:

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

INSTRUCTIONS TO BIDDERS (continued)**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at (520) 724-3021 or (520) 724-8465 for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 23, 2014)

OFFER AGREEMENT: ONE (1) NEW AERIAL BUCKET TRUCK (Page 1 of 4)**1. INTENT:**

This document is intended to establish a Discrete Purchase Order agreement to provide Pima County with One (1) New Aerial Bucket Truck, per the specifications and requirements listed herein. As defined by the attached Pima County Standard Terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. Vendor shall provide and deliver product as listed herein.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement, including Attachment A – Requirements/Specifications, Attachment B – Specification Check-List, and Attachment C – Certification of Stocking, Supplying of Parts and Service, and Attachment D - Pricing Page*, all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The term of this agreement will be reflected by the issuance of a one-time purchase order.

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

a. Vendor must be an authorized dealer and service facility for the manufacturer of equipment being proposed to Pima County. Upon request by Pima County vendor must provide proof of this authorization within one (1) day of initial request.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Equipment **brand names, models and numbers**, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. **See Attachment B – Specifications Check-List** for additional information.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer will be accepted and executed by the County by issue of a Purchase Order and effective on the document's date of issue without further action by either party.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a County Purchase Order.

Any items provided in excess of that stated in the agreement shall be at the Supplier's own risk.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Purchase Order. Invoices that include line items or unit prices that do not match those documented by the County's order may be returned to the Supplier unprocessed for correction. **Supplier shall not accept orders, or provide services or products that cumulatively exceed the amount.**

Standard payment terms are Net 30 from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving department and Supplier's Invoice is received and verified by County Financial Operations.

OFFER AGREEMENT: ONE (1) NEW AERIAL BUCKET TRUCK (Page 2 of 4)

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order 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 agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: _____% if payment tendered within ___ Days as above

The Purchase Order issued to accept Supplier offer will define the not to exceed amount of the agreement.

Unless otherwise stipulated by this agreement or the County's order, **all pricing shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")**, delivered to and unloaded at the destination(s) defined by the delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

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

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

Price Escalation; It is the intention of both parties that pricing shall remain firm during the term of the agreement.

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

8. DELIVERY:

Deliveries shall be made Monday – Friday, 8:00 a.m. – 3:00 p.m. unless other arrangements with Fleet Services have been made in advance. Delivery is to: Fleet Services, 1301 S. Mission Road, Tucson, AZ 85713. Please contact Bob Charlton (724-2614) or Patricia Mehrens (724-5900) prior to delivery. **Delivery must be made prior to June 30, 2015.**

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

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

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 152583 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

OFFER AGREEMENT: ONE (1) NEW AERIAL BUCKET TRUCK (Page 3 of 4)

11. INSURANCE:

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

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

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

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes No (Select one)

If 'Yes', have you included your certification document? Yes No (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

THIS SECTION INTENTIONALLY LEFT BLANK

OFFER AGREEMENT: ONE (1) NEW AERIAL BUCKET TRUCK (Page 4 of 4)

14. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED: _____

CORPORATE HEADQUARTERS LOCATION: ADDRESS: _____

CITY, STATE, ZIP: _____

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

Attachment A – Requirements/Specifications

Description: One (1) insulated, telescopic and articulating aerial lift with a two person bucket and material handling jib truck. This truck shall have/be:

General Performance Specifications:

- minimum working height of 54.5 feet.
- minimum horizontal reach of 31 feet.
- side by side boom configuration with a stowed travel height of 11'8" or less based on chassis height.
- fiberglass two person basket with a 600 lb. capacity and basket floor liner.
- side mounted material handling jib and winch with a minimum 1000 lb. capacity.
- high electrical resistance components in the main boom, extension boom and controls.
- one-handed joystick control with trigger activation on the upper controls.
- an appropriately sized line utility body with passenger side access steps and grab handles to access bed of unit.
- minimum 29" tail shelf to provide passenger access to boom bucket and bed at the rear with appropriate steps and grab handle for this access.
- capable of maintaining a travel speed of 75 mph or greater.

Requirements:

1. Truck shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards, and Arizona Department of Transportation regulations.
2. Truck offered shall be manufactured and/or assembled in the United States. **Please attach published documentation with your response showing you meet this requirement for the equipment you are bidding to Pima County.**
3. Truck shall be manufacturer's current model in production at time of delivery.
4. Truck shall be new and unused. (Demonstrator models shall not be acceptable).
5. Successful bidder shall maintain a local factory authorized maintenance facility within the Tucson metropolitan area (service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday) or have specific agreements in force with a third party to provide local maintenance. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support shall be submitted with the bid. Third party vendor must provide proof (letter from manufacturer) of being an authorized maintenance facility for the equipment being bid to Pima County.
6. The warranty period shall be a minimum of one (1) year unlimited miles and hours for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Pima County. During the one year warranty period transporting the equipment to and from the repair facility will not be an additional charge to Pima County.
7. The successful bidder shall be responsible for all repairs needed within the warranty period. Bidder shall determine if the repairs required are to be accomplished by the body builder or the manufacturer, (cab & chassis). The successful bidder will then be responsible for delivering the truck and/or the equipment to the proper warranty facility for repairs. After proper repairs are complete, vehicle shall be returned to the Fleet Services Department. Please refer to Attachment C for the Certification of stocking, supplying of parts and service program.
8. The successful bidder is to provide towing anywhere within Pima County, at no charge to Pima County for warranty related breakdown/repairs to their facility or to the appropriate warranty dealer. During warranty period (stated above) once the vendor is notified of a breakdown the unit must be picked up within four (4) hours.
9. **Bidder shall submit a build sheet (for the entire aerial lift truck, i.e. cab/chassis, utility body, aerial device, etc.) with your bid response. The build sheet shall contain/include all brand names, all parts with their part numbers, quantities of each part, descriptions, and pictures or drawings of parts that may be custom fabricated or not available to view in a current catalog or web site. All items listed on this build sheet shall be the same as requested in this bid or equivalent. Equivalent items shall state that they are an equivalent. All items on this build sheet must be included in your price submitted in your response.**
10. A brochure on the truck you are bidding may be submitted with your response.
11. Bidder should include with bid response a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment

The following documents shall be provided to Pima County by successful vendor **upon delivery of truck:**

1. **Manufacturer Statement of Origin (M.S.O.),** if applicable, which must include the odometer statement. Unless otherwise ordered in writing, **the M.S.O. shall show the owner/purchaser of the equipment as: Pima County Board of Supervisors, 1301 S. Mission Road, Tucson, AZ 85713.**

Attachment A – Requirements/Specifications - continued

2. Inspection Slip: the completed truck (final built) shall be inspected and approved for use by the Arizona Motor Vehicle Division. Approved inspection slip shall be delivered with truck.
3. Warranty Document.
4. Invoice specifying the purchase order number and the serial number of the truck.
5. Manufacturer's unaltered invoice
6. A copy of Attachment B - Specification Checklist.
7. Successful bidder receiving award shall provide – 2 each CD's or thumb drives of the following*:
 - a. Maintenance-Overhaul (shop) manuals
 - b. Operator's manuals
 - c. Parts list with original manufacturer's serial numbers
 - d. Detailed wiring diagrams and plumbing schematics
 - e. Service Manuals
 - f. Manuals for auxiliary equipment operation
 - g. Four (4) sets of keys

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

8. **Due to funding requirements delivery of this aerial lift bucket truck (finished product) must be made to Pima County prior to June 30, 2015.**

Attachment B – Specification Check-list

All items in Attachment B must be answered and returned with bid response. Failure to not answer all items and/or return all pages of Attachment B with your bid response shall be cause for rejection as non-responsive. Bidders shall fill in the following based on the equipment you are offering to Pima County per this solicitation.

Minimum Specifications:

Cab and Chassis:

- Wheelbase: 180”Approximate
- C.A. : 110” Approximate
- 2 Wheel Drive
- Minimum GVWR shall be 33,000 lbs.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Engine:

- Diesel 300 H.P. net minimum at rated RPM
- 8.3 liter minimum
- 900 minimum ft. lbs. of torque net at rated RPM with electronic controls
- Engine compression brake with three phase switch or equivalent
- Engine warranted for 5 years / 150,000 miles* **See Attachment C for specifics.**
- Engine bid must be an acceptable match to the transmission as certified by the transmission manufacturer
- Engine shall meet the latest revised emissions standards and any other applicable rules and regulations
- Vendor shall state engine make and model being bid

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

State engine make and model: _____

Transmission:

- Allison HD 3500 RDS automatic, PTO ready and air to oil cooler, **or approved equivalent**
- 6 speed minimum, with PTO gear, oil level sensor, and no retarder
- Hot shift PTO for automatic transmission
- Rated for 300 H.P. net input minimum and 900 ft. lbs. torque net input minimum
- Transmission warranted for 5 years / 250,000 miles
- Castrol TRANSYND is to be installed at the factory

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Exhaust:

- The exhaust system shall have the maximum diameter available
- Single horizontal, after treatment device, frame mounted, and under cab to include horizontal mounted with muffler vented to street side. *Ideal Specifications:* Horizontal exhaust, mounted LH side
- Vendor is to state the exhaust system being bid

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Specify exhaust and location: _____

Attachment B – Specification Check-list

All items in Attachment B must be answered and returned with bid response. Failure to not answer all items and/or return all pages of Attachment B with your bid response shall be cause for rejection as non-responsive. Bidders shall fill in the following based on the equipment you are offering to Pima County per this solicitation.

Minimum Specifications:

Air Cleaner:

- Maximum available, heavy duty air cleaner
- Restriction indicator in the cab and a pre-cleaner

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Oil Filter:

- Restriction indicator in the cab and a pre-cleaner

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Cooling System:

- Heavy duty rough service mounting or equivalent
- Maximum available with Kysor fan drive or equivalent
- Includes auto on/off

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Bug Screen:

- ¼" grid steel bug screen, mounted on the radiator behind the grille
- Screen door material will not be accepted

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Electrical System:

- 12 Volt, a minimum of 2 maintenance free batteries, 1800 CCA minimum, or equivalent
- An aluminum battery box is preferred, with jump start capabilities external of battery box or at engine
- Alternator rated at a minimum of 130 amp capacity
- 12 volt starter with thermal over crank protection
- Circuit breakers with manual reset (main panel) SAE Type III or equivalent with trip indicators

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Steering:

- Steering is Sheppard M100 or equivalent
- Power steering, heavy duty, full hydraulic

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Air Compressor:

- The air compressor shall be a Bendix TU-FLO 550 or equivalent
- Water cooled
- A minimum displacement of 13.2 CFM

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Brakes & Parking Brake:

- Brakes shall be 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 are to meet all regulations
- Front and rear brakes shall include automatic slack adjusters
- Front brakes shall be S-CAM type, with a 16.5" x 5.0" minimum
- Rear brakes shall be S-CAM type, with a 16.5" x 7.0" minimum
- Parking brakes – Piggy back chamber with heavy duty spring actuated parking brake

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Frame:

- Frame rails shall be heat treated alloy steel or equivalent minimum of (100,000 PSI yield)

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Front Axle, Rear Suspension & Tires:

- Front axle shall be I-beam type (Meritor Rockwell) with a 10,000-lb capacity or equivalent
- Front suspension shall have front springs multileaf, shackle type
- Front suspension shall have a 10,000-lb capacity with shock absorbers
- The two front tires shall be 11R22.5 14 ply radial or equivalent

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Propshafts:

- propshafts shall be heavy duty

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Rear Axle, Rear Suspension & Tires:

- Single (Dana Spicer S23-170) rear axle or equivalent
- Rear axle shall have single reduction 23,000 lb. capacity
- Preferred gear ratio of 4.33
- Rear suspension shall be single, axle leaf spring suspension with 23,000 lb. capacity
- Rear suspension shall include rubber springs, rubber end bushings, shock absorbers, and torque rods or equivalent
- The four rear tires shall be 11R22.5 14 ply radial trac or equivalent

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

State gear ratio: _____

State suspension type: _____

Wheels:

- The front wheel shall be 22.5'' x 7.6'', painted steel, white, 10-stud, hub piloted, flanged nut, or equivalent
- The rear dual wheel shall be 22.5'' x 7.5'', painted steel, white, 10-stud, hub piloted, flanged nut, with steel hubs
- Rear wheel seals (Stemco Guardian) or equivalent, oil lubricated wheel bearings
- Front wheel seals (Stemco Guardian) or equivalent, oil lubricated wheel bearings
- Wheelbase – 180'' approximate

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Bumper:

- The bumper shall be heavy duty, painted steel, swept back or equivalent
- The bumper shall include two front frame mounted tow hooks

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Cab:

- Conventional , insulated, with fiberglass tilt hood and fenders with grille
- Full tinted glass, Power windows, Power door locks and a single air horn
- Rear back up camera with in cab monitor
- Rear back up sensor with audible tone
- A rectangular convex mirror mounted above the right door (for blind spots) next to the right side of the cab

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Minimum Specifications:

Cab: continued

- Retractable mirrors approximately 7” x 16” on both sides with left head non-motorized and right head non-motorized with separate 8” convex spot mirrors, and grab handles on each side
- Turn signals, marker lights, and reflectors to meet all DOT regulations
- There shall be an electric horn under the hood, heavy duty windshield wipers, and steps on each side for entrance
- The driver seat shall basic high back non suspension with fore and aft adjustment, all or part cloth with left side arm rest. Seat belt shall be a 3-point lap and shoulder belt type.
- The passenger seat shall be National Static Model 192 or equivalent, with non-suspension, high back, all or part cloth with right side arm rest with vocational trim level, seat belts, and 3-point lap and shoulder belt type
- There shall be a heater and defroster with fresh air provision, with premium heater hoses
- Interior trim vocational level, vinyl or equivalent
- Minimum two cup holders
- Two sunvisors, dome light
- There shall be a 19” - 21” diameter steering wheel, a dustproof and waterproof container to store valuable documents, two coat hooks, and an additional power outlet for cell phones
- The truck cab and chassis will carry the standard truck manufacturer’s warranty with parts and service available from local dealer.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Fuel Tank:

- Single fuel tank with a 60 gallon tank minimum
- The tank shall be non-polished aluminum
- The truck is driven off road and needs maximum ground clearance

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Fuel Filters:

- Two fuel filters – one at engine, one at tank with water separator
- Fuel filters shall be screw on type

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Radio:

- AM/FM Stereo, standard factory electronic tuning and clock, multiple dual cone speakers (min. of 2)
- The antenna shall be mounted on the left mirror or equivalent

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Air Conditioning:

- Maximum available air conditioning, factory installed
- Internal cab – no roof mounting

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Instrumentation:

- Instrumentation shall include: speedometer, odometer, oil pressure gauge, water temperature gauge, engine hour meter, PTO hour meter, volt meter, fuel gauge, tachometer, dual air pressure gauges, Cruise Control

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Automatic Warning System:

- Separate audible (above ambient levels) alarms for low engine oil pressure, engine over temperature, and low air pressure
- Shutdown system shall be activated to sense the slightest variation of the three systems listed above
- If failing, automatically shut down the engine to prevent engine damage
- The vendor is to state which systems will be monitored by the auto shutdown system

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

State Systems: _____

Fenders:

- Federal legal mudflaps cover rear wheels if required

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Radio Noise Suppression:

- Unit will be equipped with AM and mobile radio noise suppression package
- Electric and electronic components of the unit shall not interfere with signals received or transmitted by the mobile radio system
- Electric and electronic components of the unit shall not be affected by the operation of the mobile transmitter or receiver

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Back-up Alarm:

- An electric backup alarm shall be installed with a 97 dB minimum
- The alarm shall be weatherproof and steam-cleanable

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Safety Equipment:

- A fire extinguisher (5 lb. all purpose) shall be mounted in the cab, within easy reach of the operator
- There shall be a safety triangle kit in the cab
- All ladders, steps, and walking areas shall be non-slip type
- Safety and Instructional signs, installed
- Vehicle height placard is to be placed in view of driver

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Lights:

- Lights and reflectors shall meet DOT requirements. All Lights shall be LED

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Paint:

- The truck shall be painted white, and the frame and bed shall be painted black urethane or equivalent
- Wheels to match the body color.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Utility Body Equipment:

Utility Line body, suitable for installing on any chassis with an approximate CA dimension of 110 inches, built in accordance with the following specifications:

Body:

- Fabricated from A40 grade 100% zinc alloy coated steel with the following minimum gauge thickness:
- 16 gauge outside panels
- 16 gauge top panels
- 14 gauge end panels
- 20 gauge inner door panels
- 18 gauge outer door panels
- 18 gauge shelving, spangled steel
- 14 gauge wheel panels
- 12 gauge steel floor, formed diamond plate
- Structural channel crossmembers

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Body Dimensions:

- 146 inch overall body length
- 93 - 94 inch outside width
- 46 inch body height
- 18 inch compartment depth
- 57 - 58 inch floor width

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:**Compartmentation – Street-side (driver side):**

- First Vertical – Two (2) adjustable shelves with removable dividers on 4 inch centers.
- Second Vertical – Two (2) adjustable shelves with removable dividers on 4 inch centers
- Third Vertical – Two (2) adjustable shelves with removable dividers on 4 inch centers
- Horizontal – One (1) removable shelf with removable dividers on 4 inch centers
- Rear Vertical – Six (6) adjustable locking swivel material hooks (1-4-1)
- Through Shelf – Full length of body with and access door at rear

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Compartmentation – Curb-side (passenger side):

- First Vertical – one (1) adjustable shelf with four (4) drawer hardware bin Durham Draw Cabinet model 303-95-945 or equal. 3000 watt modified sine wave inverter model (BK 782-1730) Fusion power or equal mounted to back wall of compartment with its own auxiliary 12 volt AGM maintenance free battery mounted in battery box to floor of compartment.
- Second Vertical – 24" Access to cargo area with two (2) sloped grab handles. Include channels for 2 x 6 pressure treated wood drop in panel to secure opening.
- Third Vertical – two (2) adjustable shelves with removable dividers on 4 inch centers
- Horizontal – Two (2) removable shelves with removable dividers on 4 inch centers
- Rear Vertical – Six (6) adjustable locking swivel material hooks (1-4-1)

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Standard Features:

- Basic body fabricated from A40 grade 100% zinc alloy coated steel
- All doors are full, double paneled, self-sealed with built-in drainage. Electro-zinc plated, steel hinge rods extend full length of door. Door hinges are zinc alloy material attached with rivets
- All doors contain flush type, single point type locks with recessed handles, including keyed locks and adjustable two-stage strikers. Door handles are riveted to the outer door panel. Back panel has opening for easy access. Latch cover on horizontal doors.
- Heavy-gauge welded steel base construction, with safety tread floor.
- Door header drip rail at top for maximum weather protection
- Neoprene fenderettes on fender panels
- Automotive underseal applied to entire understructure
- Prime painted, Utility body shall be painted to match Chassis
- Automotive type non-porous door seals mechanically fastened to door facing
- Drop-in 2" x 6" pressure treated wooden tailboard
- Master body security locking system
- Gas Cylinders on all vertical doors
- Chains on horizontal door
- Rotary paddle latches on all doors
- Dome compartment lights, one (1) in the top of each compartment with master switch in cab.

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Minimum Specifications:**Standard Features:**

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Additional Accessories:

- Minimum 29" Tailshelf at rear of body
- Double Cable Steps, installed one each side at rear of tailshelf
- Mid tailshelf mounted 6" Wilton 825-11800 bench vise LH side and Ridged 40100 model 25 Bench yoke pipe vise RH side, both or equal.
- Gusseted traffic cone post holder approximate dimensions 29"H by ¾ solid rod diameter passenger side of tailshelf.
- Platform access ladder mounted in cargo area
- Grab handles, installed one on each side at rear of tailshelf
- Platform rest
- Upper boom rest
- Outrigger pads 24" x 24" x 3"(wooden)
- Outrigger pad holders
- Four(4)Wheel Chocks – rubber(ribbed type)
- Splash Apron installed
- Counterweighted added as needed for stability
- Class 5 receiver hitch assembly 26-28 inched (based on a 40" frame height) above ground (unloaded). Include safety chain eyes
- Manual pouch installed in cab

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Electrical System Accessories:

- Install secondary stowage with momentary switch for installation near outrigger controls
- Install Start/Stop system with momentary switch for installation near outrigger controls
- Install 3000 watt 12 volt DC to 120 volt AC modified sine wave power inverter model (BK 782-1730) Fusion Power or equal (Also referenced in First Vertical passenger compartment – one per truck)
- Install auxiliary 12 volt maintenance free deep cycle AGM matte cell type battery mounted in battery box for power inverter. Provisions shall be made for charging auxiliary battery from chassis electrical charge system. This auxiliary battery shall be isolated to prevent discharge of chassis battery system (Also referenced in First Vertical passenger compartment – one per truck)
- Install one (1) remote 120 volt 15Amp duplex AC outlet from power inverter at the passenger-side rear of utility line body. The outlet shall be mounted in a weather proof box with weather proof flip cover.
- Install LED amber strobe lights Whelen model L21HP high dome or equivalent. Mounted LH and RH of bulk head/front of utility body and LH and RH rear of utility body with cab mounted controls.

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Minimum Specifications:

Electrical System Accessories:

- Install directional Arrow Board Whelen Model TAL85 with approximate dimensions of 2 7/8" H x 2 ¼ D x 46 7/8 or equivalent and cab mounted arrow board control unit Whelen Model TACTLD1 or equivalent and wiring harness. Mount recessed in tailshelf for protection from damage or protected by other means like metal gussets. Directional Arrow board shall provide flashing right, left, center out, and emergency wig wag.
- Install modular in-cab accessory switch panel with dual lit switches for function identification and function activation
- 6-way trailer receptacle, includes wiring harness installed at rear

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Hydraulic Telescopic Articulating Aerial Device Equipment:

General:

- All specified equipment shall be installed prior to delivery
- System to include central control box that provides a standardized interface with the chassis electrical system mounted in an easily accessible location. Housing modules to accommodate various options such as engine start/stop, variable throttle control, power take off, interface with transmission, and engine speed control. To include built in test capabilities and diagnostic input, output and status LED's.
- Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.
- Aerial Device painted white with the powder coat paint process, to provide a surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint applied to the inside as well as the outside of fabricated parts.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Reach Specifications:

- Ground to bottom of platform height: minimum of 49.5 ft. at approximately 12.5 ft. from centerline of rotation
- Working Height: minimum 54.5 feet
- Horizontal Reach: Minimum 31 feet at approximately 19 foot platform height

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Dielectric Resistance:

- ANSI Category C, 46 kV and below dielectric rating.
- Telescopic articulating aerial with an insulating lower arm,
- Insulating telescopic upper boom
- Dielectrically tested insulating control handle
- Upper control isolation system at the boom tip
- Lower Boom Insulator: Provides 12.0 inches of isolation

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Boom Configuration:

- Side by Side Boom Configuration: Travel height approximately 11’8” on a chassis with approximately 40” frame height.
- Articulating Arm: Tubular steel structure. The articulating arm shall be made from high strength steel. The articulating arm shall be compensating in design to maintain constant main boom angle during the elevation of the articulating arm.
- Lift Cylinders: The rod eye is welded to the rod while the blind end of the cylinder is of cast steel, one piece design, which utilizes cartridge-type, bi-directional counter-balance holding valves. The lower boom has spherical-type bearings on both rod and base end. The arm cylinder has a spherical-type bearing on the rod end and self-lubricating bearings on the base end.
- Lower Boom: Fabricated, reinforced steel box structure. Ultra high molecular weight polyurethane slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms.
- Lower Boom Pivot Pin: High strength chrome plated steel with self-lubricating, replaceable, non-metallic bearings.
- Telescopic Upper Boom: Filament wound, square fiberglass, providing a minimum of 38.0 inches (965 mm) of isolation. The inner surface of the fiberglass boom is coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth gel-coat finish.
- Upper Boom Extension: The upper boom is extended and retracted by a double acting hydraulic cylinder. The boom extends and retracts over slide bearings located in the end of the lower boom. The use of chains or cables is not acceptable.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Hydraulic System:

- The hydraulic system shall be an open-center hydraulic system that operates at a system pressure of a minimum of 3,000 psi and a free flow rate of a minimum of 7 gpm.
- The system consists of a pump; a minimum 25.0 gallon hydraulic oil reservoir, inlet manifold, lower control valve, tool/jib valve and single handle upper control valve assembly.
- Secondary Stowage System, 12 VDC electric powered pump and motor, operated from chassis battery. Control operated from platform and momentary switch operated from the lower controls.
- Hydraulic filter

Vendor compliance as specified: Yes _____ No _____

If No, state alternate means of compliance: _____

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Vendor to state psi at operation RPM: _____

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Minimum Specifications:**Pedestal:**

- Post type structure design with a minimum 16 inch diameter vertical pedestal tube with a heavy-duty welded flange at the base end and openings that provide easy access to the hydraulic hoses.
- Structure to facilitate personnel movement between the pedestal and body sides
- Include pedestal base plate for attachment to subbase.
- Rotation: Continuous 360 degree rotation in either direction provided by worm gear
- Extended shaft for manual rotation
- Turret shall rotate on heavy duty shear ball bearing
- Fully adjustable rotation drive assembly
- Ability to easily adjust backlash
- All bearing attachment bolts are easily accessed from outside the pedestal and inside the turntable.
- Turntable: Steel fixture-welded structure with a minimum 1.25 inch (32 mm) steel bottom plate.
- Hydraulic rotary joint and hydraulic hoses located on the turntable for ease of access.
- Main control valve located outside the turntable and is covered for protection.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Platform:

- The personnel platform shall be kept in a level position with the ground by a positive hydraulic leveling system.
- Controls for leveling and tilting the platform are located at the platform.
- Leveling for the platform to include a minimum of two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure.
- Cylinders to be located at the platform and at the end of the lower boom.
- Single two-man work platform shall be fiberglass non-insulated for use with or without insulated liner with a nominal size 24" X 48" X 42" deep. (per ANSI A92.2).
- Platform shall have hydraulically articulating jib
- Platform end mounted and rotates 180 degrees around boom tip.
- In stowed position, two steps on side of platform nearest elbow.
- Platform has a capacity of 600lbs without liner.
- Platform Cover – soft vinyl, 24 x 48 inches (610 x 1219 mm)
- Platform Floor Liner – 24 x 48 inches (610 x 1219 mm)
- Control Handle: An insulating single handle controller incorporating high electrical resistance components that is dielectrically tested to a minimum of 40 kV AC with no more than 400 microamperes of leakage. The control handle shall be a different color to differentiate it from other non-tested controllers. The handle shall also include an interlock guard that reduces the potential for inadvertent boom operation.
- Control Covers to protect joystick controls from weather damage
- Boom Tip Covers

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Minimum Specifications:

Platform Hydraulic Tool Circuit:

- Control easily accessible to the operator activates the tool circuit which provides a maximum of 7.0 gpm.
- Tool system relief pressure set a minimum 2,000 psi.
- Two sets of hydraulic tool outlets with quick disconnect couplings at the boom tip;
- A valve assembly inside the control cover
- Detented control handle.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Jib Crane:

- side mounted material handling jib and winch with a minimum 1000 lb capacity
- Minimum of 80ft of 0.50 inch polyester double braid rope and a metal thimble in the working end.
- Minimum breaking strength of the rope is 10,500 lbs.
- Winch load line swivel hook

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Outriggers:

- Outrigger/Boom Interlock System: Preventing boom from being unstowed until outriggers have been at least partially deployed.
- Outrigger/Unit Selector Control: Located near the outrigger controls, allows operator to divert hydraulic oil from machine circuit for outrigger operation.
- Outrigger Motion Alarm: audible alarm when any of the outriggers controls are operated.
- Outrigger controls mounted at rear of body.
- Outrigger shall be hydraulically actuated.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

State number and location of Outriggers: _____

State Outrigger Spread: _____

Warranty/Training:

- Two (2) year parts warranty
- Two (2) year labor warranty
- Ninety (90) days warranty for travel charges
- Bidder is to supply a self-directed, computer based training program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit
- Supply copy of manufacturer’s warranty with bid

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

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Minimum Specifications:

Inspection:

- Completed unit to be tested in accordance with OSHA / ANSI requirements and documentation provided
- After truck is built, vendor shall have truck inspected by State of Arizona Motor Vehicle Division.
- Inspection slip shall be delivered at the time of the truck delivery

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Weight Certificate:

- At the time of delivery to Pima County, vendor shall furnish a weight certificate from a State of Arizona licensed public weighmaster showing the total weight of the truck and chassis.

Vendor compliance as specified: Yes _____ No _____

If No, state equivalent means of compliance: _____

Attachment C - Certification of Stocking, Supplying of Parts and Service

BIDDER SHALL CERTIFY THAT THEY ARE THE AUTHORIZED FACTORY REPRESENTATIVE AND GUARANTEE THAT THE EQUIPMENT THEY BID AND FURNISH TO PIMA COUNTY SHALL BE COVERED BY MANUFACTURER'S WARRANTY FOR A **ONE (1) YEAR PERIOD UNLIMITED MILES AND HOURS FOR BOTH PARTS AND LABOR (ENGINE HAS A 5 YR./150,000 MILE WARRANTY AND THE TRANSMISSION HAS A 5 YR./250,000 MILE WARRANTY)**. BIDDER CERTIFIES THAT THEY DO STOCK AND MAINTAIN A COMPLETE LINE OF FACTORY PARTS AND MAINTAIN A COMPLETE SERVICE PROGRAM FOR THE AFOREMENTIONED EQUIPMENT THAT THEY BID. THIS FORM MUST BE COMPLETELY FILLED OUT.

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

NAME OF **LOCAL WARRANTY** REPAIR AGENCY: _____

CLOSEST LOCATION OF PARTS: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

NAME OF **LOCAL NON-WARRANTY** REPAIR AGENCY: _____

CLOSEST LOCATION OF PARTS: _____

CONTACT NAME: _____ TELEPHONE NUMBER: _____

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



Attachment D – Pricing Page

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

ITEM	QTY.	DESCRIPTION	PRICE
1.	1 ea	New Aerial Lift Bucket Truck, per specifications listed herein.	\$ _____

List the Brand/Model you are bidding: _____ Year _____

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

Due to funding requirements delivery of this aerial lift bucket truck (finished product) must be made to Pima County prior to June 30, 2015.

Do not include tax in your prices. Payment Terms: Net 30 Pima County is exempt from federal excise taxes

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)**1. OPENING:**

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

2. EVALUATION:

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

If an award is made, the County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

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

3. AWARD NOTICE:

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

4. AWARD:

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

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

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

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, COUNTY may reject same, and it shall thereupon become the duty of the 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 the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have 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 the Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event the Contractor shall fail 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 shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government.

In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be 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, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the 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) 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) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING AGREEMENT:

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

Contractor shall 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 the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order 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 shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall 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:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The 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, the 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 the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor shall 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:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

40. SUBCONTRACTOR:

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

COUNTY shall have 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, shall be deemed to be 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 shall be required to 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 shall advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be 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 shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS