

**REQUEST FOR PROPOSALS NO. 111714**

**HYDRAULIC TAIL EQUIPMENT TRAILER**

**GLOBE, ARIZONA**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



**\*BOARD OF SUPERVISORS\***  
**Michael A. Pastor, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**John D. Marcanti, Member**

**\*County Manager\***  
**Don E. McDaniel, Jr.**

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**GILA COUNTY  
NOTICE OF REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**Request for Proposals for the purchase of one (1) New or used 70,000 lb. Capacity Hydraulic Tail Equipment Trailer as specified for the Gila County Public Works Consolidated Roads Department.**

**SUBMITTAL DUE DATE: 3:00 PM/MST, Wednesday, February 11, 2015**

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT  
GUERRERO COMPLEX  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

**NOTICE IS HEREBY GIVEN**, that sealed competitive Proposals for the equipment, material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Complex Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested vendors may obtain a copy of this solicitation by calling the Contracts Administrator, Jeannie Sgroi at 928-402-8612. Vendors are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding technical aspects of this Request for Proposals shall be directed to:

John Root, Shop/Fleet/Fuel Manager, PH. 928-402-8524

Questions regarding general terms and conditions of this Request for Proposals should be directed to:

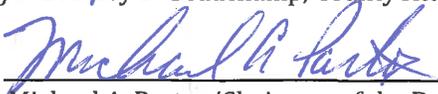
Jeannie Sgroi, Contracts Administrator, PH. 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board office.

Arizona Silver Belt Advertisement Dates: **January 28 and February 4, 2015**

Signed:   
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Date: 1-20-2015

Signed:   
Michael A. Pastor/Chairman of the Board

Date: 1-20-2015

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**SCOPE OF WORK**

It is the intent of this solicitation to award a contract for the purchase of **one (1) New or Used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.**

See attached: **(Exhibit "C") Pages 14-15 for Minimum Specifications** and **pages 21-22** as specified on **Price Sheet** for total price being proposed. When submitting a price on a "Used" Trailer, provide the year of the trailer by writing it on Page 22, in the area designated for pricing of a "Used" trailer.

Vendors who agree to provide the Minimum Proposal Specifications for this equipment shall be considered for award.

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**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Proposal**

- A. Proposals will be received by the Gila County Finance Department, from Vendor(s) to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks Proposals only from qualified, experienced Vendors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required.
- B. Before submitting its Proposal and Qualification Form each Vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendor(s) must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, **original signature in ink**, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Forms in evaluating the capacity of the Vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Vendor(s) from further consideration.

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*Instructions to Vendors continued...*

- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Vendor; if initialed, the County may require the Vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Vendors in one of the following manners:

- 1. The Vendors Checklist form will contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Proposal Vendor Checklist Form).
- 2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in one of the above manners may result in a Proposal being rejected as non-responsive.

**Inquiries**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Vendor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received less than three (3) working days prior to the date for opening Proposals will be answered only if time permits.

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*Instructions to Vendors continued...*

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results **ARE NOT** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors and Public Works offices and available for review after contract award.

**Late Proposals**

Any proposal received later than the date and time specified on the Notice for Proposal will be returned unopened. Late Proposals shall not be considered. Any Vendor submitting a late Proposal shall be so notified.

**Submittal Proposal Format:**

**It is required that Three copies ( 3 TOTAL ) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal.** The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by Vendor

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*Instructions to Vendors continued...*

awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.

2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendors errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Vendor. The words "REQUEST FOR PROPOSALS" with Proposal Title "NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER", Bid Number, "111714", Date "WEDNESDAY, FEBRUARY 11, 2015", and Time "3:00 PM/MST" of Proposal opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the RFP notice.**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as a total, or any part thereof, whichever is deemed to be in the best interest, and most advantageous to Gila County.
  - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Proposals; or portions thereof; or
    3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Vendor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Board of Supervisors.
5. Those Vendors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

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*General Terms & Conditions continued...*

**Protests**

A protest of a solicitation must be received at the Gila County Board of Supervisors before the solicitation opening date. Only other Vendors have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after Proposal opening. A protest must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 22, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form(s) pages 16-17.

**Indemnification**

The Vendor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Vendor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the

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*Contract Award Agreement continued...*

Vendor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Vendor for the County.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Vendor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approve the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.

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*Contract Award Agreement continued...*

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
  
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Co-op Use of Contract - Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

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*Contract Award Agreement continued...*

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving **thirty** (30) days written notice to the Vendor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is

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*Contract Award Agreement continued...*

exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**Proposal Evaluation Process**

**All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Vendor whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria: 50% price, 25% compliance with specifications, and 25% serviceability. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.**

**General**

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

**Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Public Works Fiscal Services Manager to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Fiscal Services Manager shall give written notice to the Vendor submitting this request.**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: Hydraulic Tail Equipment Trailer**

**Purpose:**

It is the intent of Gila County to establish, by this Request for Proposals, the contract to purchase one (1) new or used 70,000 lb. capacity Hydraulic Tail Equipment Trailer.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Vendor shall review its Proposal submission to assure the following requirements are met.
  - 1.5.1 Three (3) copies with original signatures of all submissions is MANDATORY.
  - 1.5.2 Qualification and Certification Form, MANDATORY. (Attachment page 16-17)
  - 1.5.3 Reference List, MANDATORY. (Attachment page 18)
  - 1.5.4 Legal Arizona Workers Act Compliance, MANDATORY. (Attachment page 19)
  - 1.5.5 Non Collusion Affidavit, MANDATORY. (Attachment page 20)
  - 1.5.6 Pricing pages, MANDATORY. (Attachment page 21-22)
  - 1.5.7 Vendor Checklist, MANDATORY. (Attachment page 23)
  - 1.5.8 Offer page, MANADATORY. (Attachment page 24-25)

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*Minimum Specifications continued...*

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for each **New or Used Hydraulic Tail Equipment Trailer** during the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.
  
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, cancelled or extended as otherwise provided herein. The Vendor agrees that Gila County shall have the right, at its sole option, to renew the contract for one (1) additional year period. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. Pricing for any extensions of the contract beyond 12 months will be the Vendor's invoiced cost per unit.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any equipment prior to actual need. Gila County's Public Works personnel may re-order equipment as it becomes necessary or based on the required needs within the County during the term of this contract.
  
- 3.2 **PRODUCT DELIVERY Location:** Gila County Public Works Fleet Department, 1001 W. Besich Boulevard, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.
  
- 3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award.

The information may or may not be a determining factor in award.

**SECTION 4.0**

**CONTRACT NUMBER: 111714, New or Used Hydraulic Tail Equipment Trailer**

The applicant submitting this Proposal warrants the following:

**4.1 Name, Address, and Telephone Number of Principal Vendor:**

Empire Truck & Trailer, 840 N. 43rd Ave., Phoenix, AZ 85009

\_\_\_\_\_

\_\_\_\_\_

**4.2 Has Vendor (under its present or any previous name) ever failed to complete a contract?**

\_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

**4.3 Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.**

**4.4 Has a contracting agency ever terminated a contract for cause with Vendor (under the Vendors present or any previous name)? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons Vendor was terminated in the narrative part of this Contract.**

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*Qualification & Certification Form continued...*

4.5 Vendor must also provide at least the following information:

- a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
- b. Gila County reserves the right to request additional information.



\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
Mike Shannon

**Printed Name**

\_\_\_\_\_  
Sales Manager

**Title**

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**REFERENCE LIST**

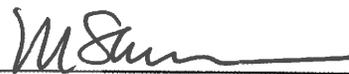
These references are required to enable the evaluation team to assess the qualifications of the Vendors under consideration for final award.

The information may or may not be a determining factor in award.

**References**

List at least four (4) customers for whom you have provided service of a similar scope as this Request for Proposals during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
Maricopa County, 3325 W. Durango St., Phoenix, AZ 85009	602-506-4678	Les Glover
Mohave County, 3675 E. Andy Devine Ave., Kingman, AZ 86401	928-757-0905	Randy Janssen
City of Flagstaff, 211 W. Aspen Ave., Flagstaff, AZ 86001	928-774-5281	Patrick O'Connor
Gila River Indian Community, PO Box 2160, Sacaton, AZ 85247	520-418-3228	Randy Allen

  
\_\_\_\_\_  
**Signature of Authorized Person to Sign**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

**REQUEST FOR PROPOSALS NO. 111714**  
**NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of Vendor'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 Vendor 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, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
\_\_\_\_\_  
**Printed Name**

Sales Manager  
\_\_\_\_\_  
**Title**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**AFFIDAVIT BY VENDOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA            )  
  )ss  
COUNTY OF:                 )

Mike Shannon  
\_\_\_\_\_  
(Name of Individual) being first duly sworn, deposes and says:

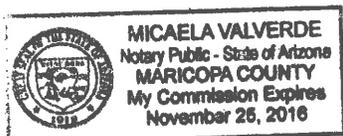
That he is  
\_\_\_\_\_  
Sales Manager  
\_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
Empire Truck & Trailer  
and \_\_\_\_\_  
\_\_\_\_\_  
(Name of Business)

That he is bidding on **Gila County Request for Proposals No. 111714 – One New or Used Hydraulic Tail Trailer** and,

That neither he nor anyone associated with the said \_\_\_\_\_  
\_\_\_\_\_  
Empire Truck & Trailer  
\_\_\_\_\_  
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Empire Truck & Trailer  
\_\_\_\_\_  
Name of Business  
*MS*  
\_\_\_\_\_  
By  
Sales Manager  
\_\_\_\_\_  
Title



Subscribed and sworn to before me this 10<sup>th</sup> day of February, 2015.

*Micaela Valverde*  
\_\_\_\_\_  
Notary Public

My Commission expires:  
11-25-2016



76" of star traction material over steel on the tail and fold-under	X	
11' tail with 46" folder under	X	
Air ride raise and lower kit	X	
Ht 2500S, 28 suspension (or equivalent)	X	
Wabco 492m ABS (or equivalent)	X	
Spare wheel & tire	X	
2 speed landing gear, crank on curb side	X	
8' hydraulic recessed lower to upper deck ramp	X	
Added pair of mid turn lights mounted 1/2 & 2/3 the length	X	
LED lighting	X	
235/75R x 17.5 tires & steel disk wheels (or equivalent)	X	
12 1/4" x 7 1/2" brakes	X	
49" axle spacing	X	
2 - 22,500 lb. axles                      2-25,000 lb. axles	X	
1/4" floor plate over wheels	X	
Red & white conspicuity markers	X	
Must comply with all applicable DOT & safety standards	X	
<b>COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	69500 . 00
<b>OTHER RELATED COSTS</b>	\$	225 . 00
<b>TAXES</b>	\$	5594 . 75
<b>TOTAL COST OF NEW HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	75319 . 75
<b>COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER (2012 or Newer)</b>	\$	.
<b>OTHER RELATED COSTS</b>	\$	.
<b>TAXES</b>	\$	.
<b>TOTAL COST OF USED HYDRAULIC TAIL EQUIPMENT TRAILER</b>	\$	.

Estimated Date of Delivery: \_\_\_\_\_ November 2015

Delivery Location: Gila County Public Works, 1000 Besich Blvd., Globe, AZ, or other site which may be designated.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**VENDOR CHECKLIST**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Vendor fails to complete and/or execute any portion of the Bid Documents, this RFP will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	<u>    X    </u>
RERERENCE LIST	<u>    X    </u>
LEGAL AZ WORKERS ACT COMPLIANCE	<u>    X    </u>
NON COLLUSION AFFIDAVIT	<u>    X    </u>
PRICE SHEET	<u>    X    </u>
OFFER PAGE	<u>    X    </u>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	<u>  N/A  </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Date	<u>          </u>				

Signed and dated this   10th   day of   February  , 2015

  Empire Truck & Trailer    
 VENDOR:  
  
 BY: \_\_\_\_\_

Each proposal shall be sealed in an envelope addressed to the Public Works Division, Gila County and bearing the following statement on the outside of the envelope: **Bid No. 111714, New Hydraulic Tail Equipment Trailer.** All proposals shall be filed with the Gila County Finance Department at **1400 E. Ash St., Globe, AZ** on or before **3:00 PM, Wednesday, February 11, 2015.**

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the equipment, material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Vendors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Vendor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Vendor submitting this proposal.

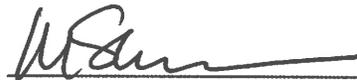
**CONTRACT NO.: 111714 New Hydraulic Tail Equipment Trailer**

**Vendor Submitting Proposal:**

Empire Truck & Trailer  
Company Name  
840 N. 43rd Avenue  
Address  
Phoenix AZ 85009  
City State Zip

**For clarification of this offer, contact:**

Name: Don Miller  
Phone No.: 602-309-7229  
Fax No.: 602-627-5719  
Email: don.miller@empire-cat.com

  
\_\_\_\_\_  
**Signature of Authorized Representative**

Mike Shannon  
**Printed Name**  
Sales Manager  
**Title**

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Vendor.

**REQUEST FOR PROPOSALS NO. 111714  
NEW OR USED HYDRAULIC TAIL EQUIPMENT TRAILER**

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*Offer Page continued...*

The Vendor Empire Truck & Trailer is now bound to provide the materials or services listed in RFP No.: 111714, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives this signed sheet, or written notice to proceed.

**GILA COUNTY BOARD OF SUPERVISORS**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael A. Pastor, Chairman of the Board

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Proposal For:**

**GILA COUNTY**

**RFP No. 111714**

**(1) New or Used 70,000lb  
Capacity Hydraulic Tail  
Equipment Trailer**



**Submitted:**

Wednesday | February 11, 2015

3:00PM/MST

**Contact Information:**

**Empire Truck & Trailer**

Don Miller

840 N. 43<sup>rd</sup> Avenue

Phoenix, AZ 85009

**EMPIRE CAT**

[www.empirecat.com](http://www.empirecat.com)

Advantage Series Hydraulic Tail Trailer



*Advantage*<sup>TM</sup>

**Series  
Hydraulic  
Tail Trailer**



*Advantage*<sup>TM</sup>

**SERIES**

# Advantage™

## Series Hydraulic



### Front Access Panel

The Trail King standard front access panel offers easy access for connecting hydraulic, air and electrical lines. The panel may be opened for internal maintenance or repair simply by loosening four bolts.



### Tool Boxes

Haul your tools as well as your load... thanks to two covered tool boxes in the top deck that come as standard equipment.



### Upper Deck Ramp

An 8' hydraulic recessed ramp to the upper deck is standard. A special locking mechanism (see inset) ensures that the upper deck ramp stays in place during loading, even if the hydraulics should fail.



### Valve Cover

A protective panel on the underside of the gooseneck shields the hydraulic valving from road grime and debris, resulting in reduced maintenance and longer life.



### Reinforced Gooseneck

To prevent cracking and provide extra strength, the gooseneck is reinforced with a half-moon gusset and a brace that runs the full depth of the beam.



### Winch

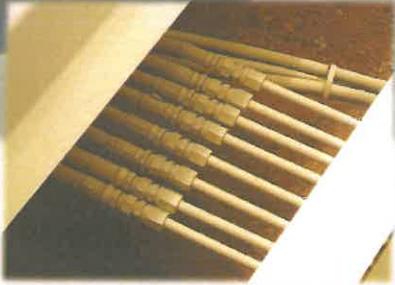
Even "dead" equipment can be loaded with ease with the standard 12,000-lb. winch with level wind (mounted above the king pin). Winch guard and 65' cable with locking safety hook are also standard.



### Wiring

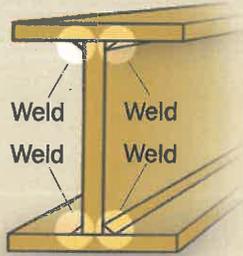
Rubber grommets are used wherever wiring runs through the frame in order to eliminate wear, reduce maintenance and repair, and deliver dependable electrical component performance.

# Tail Trailer



## Hydraulic Lines

The hydraulic system features steel lines under the deck, and JIC fittings and O-ring seals at connection points for dependable, leak-free performance.



## One-Piece Construction

Trail King I-beams are constructed of one-piece web and flange material and welded on all four sides to seal and protect the seams from rust. The result is an I-beam that is not only stronger... but one that is stronger longer.



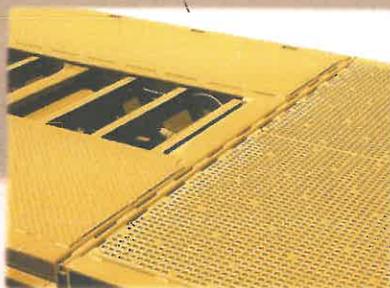
## Paint

Crossmembers are primed and topcoated with two-component polyurethane primer and topcoat before decking is installed. So the entire trailer has protection from the elements – even in places you can't see.



## H-Bar Transport Lock

Standard H-bar assembly allows the load to be carried on the tail in the transport position and without putting weight on the hydraulic cylinders. The result... more deck space available without compromising a safe, stable haul.



## Tail Hinge

The tail features a heavy-duty hinge that runs the whole width of the deck for the rugged, durable, trouble-free operation necessary to handle heavy loads and continuous usage.



## Eight-Beam Approach Plate

Two outside I-beams provide the extra strength necessary to prevent "peeling off" the edge of the ramp during loading. The six formed beams in between provide solid support across the whole width of the approach plate.

*Advantage*<sup>TM</sup>

# Series Hydraulic Tail Trailer



With the push of a lever, the hydraulic tail can be lowered to load from ground level...

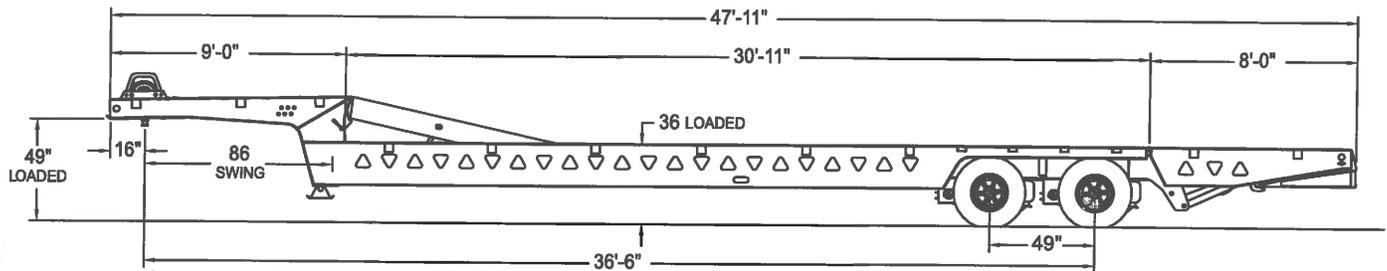


...or raised to load from a dock up to 58" in height, without the use of ramps or forklifts.



The hydraulic recessed upper deck ramp allows you to load the upper deck and maximize your hauling capacity.

## STANDARD CONFIGURATION



## STANDARD EQUIPMENT

Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.  
47'11" Overall Length  
102" wide  
36" loaded deck height (with 17.5 tires)  
49" loaded 5th wheel height  
16" king pin setting with 86" swing clearance  
9' 0" straight drop upper deck  
2 tool boxes at front of upper deck  
8' hydraulic recessed upper deck ramp  
12,000 lb. hydraulic winch with level wind (mounted above king pin)  
Winch guard  
65' winch cable with locking safety hook  
Wireless remote for winch (1 function, 2 buttons)  
10-ga. floor plate decking on upper deck  
1 3/8" (NET) apitong deck raised w 1/4" floor plate over wheels  
8" and 10" cross members on 12" centers  
100,000/80,000 psi yield strength steel construction  
External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"  
Star Traction over steel on last 3' of wheel covers, tail, and folder under  
11'10" hydraulic tail with 46" fold-under, 14° load angle  
Tail raises to 58" dock height and lowers to ground  
Hydraulic actuated tail lock

Vertical supports inside fold under  
Air ride suspension  
Air ride lowering with switch on upper deck  
(2) 25,000 lb axles (5/8" wall)  
49" axle spacing  
4S2M ABS Brakes  
Automatic slack adjusters  
Steel hub-piloted - cast drum  
6.5 x 17.5 8-hole steel disc wheels  
One-piece oil seals  
Pro Tork axle nuts  
235/75R x 17.5 radial tires  
Dual hydraulic controls (each side)  
Pin-type park stands  
LED lights, 50 state legal  
Three tail lights per side (amber in center)  
Electrical system per DOT regulations  
Midturn signal clearance lights  
Rubber-mounted sealed lights with sealed harness system  
Mud flaps  
Red & white conspicuity markings  
Paint: Trail King 2 part polyurethane

All specifications are subject to change without notice. Trailers pictured in this brochure may feature optional equipment.



**TRAIL KING Industries** *Advantage*<sup>TM</sup>  
SERIES

Quote #: TK-30676.00

To: Empire Truck & Trailer

Reference: Gila County  
 Est. Completion Date:

Attn:  
 Phone:  
 Cell:

PO Number:  
 Issued:  
 Expires: February 25, 2015  
 Contact: Empire-DonM  
 Phone: 602-627-5721  
 FAX: 602-627-5719  
 Email: don.miller@empire-cat.com

FAX:  
 Email:

Qty	Description	Weight (lbs)	Unit Price	Total
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**TK80HT Advantage Series Hydraulic Tail Trailer**

**10833 - STANDARD EQUIPMENT**

Capacity: 80,000 lbs uniform / 50,000 lbs in 10 ft.  
 47'11" Overall Length  
 102" wide  
 36" loaded deck height (with 17.5 tires)  
 38½" loaded deck height (with 22.5 tires)  
 49" loaded 5th wheel height  
 11'10" hydraulic tail with 46" fold-under, 14° load angle  
 Stainless steel hinge pins on main tail and fold-under  
 Tail raises to 58" dock height and lowers to ground  
 Hydraulic actuated tail lock  
 Air Ride suspension  
 Air Ride lowering with switch on upper deck  
 10-ga. floor plate decking on upper deck  
 8" and 10" crossmembers on 12" centers  
 100,000/80,000 psi yield strength steel construction  
 Vertical supports inside fold under  
 49" axle spacing

4S2M ABS Brakes  
 (2) 25,000 lb axles (5/8" wall)  
 Automatic slack adjusters  
 Steel hub-piloted - cast drum  
 One-piece oil seals  
 pro tork axle nuts  
 80' winch cable with locking safety hook  
 Dual Hydraulic controls (each side)  
 2 tool boxes at front of upper deck  
 LED lights, 50 state legal  
 Three tail lights per side ( Amber in center)  
 Electrical system per DOT regulations  
 Midturn signal Clearance lights  
 Rubber-mounted sealed lights with sealed harness system  
 Mud flaps  
 Red & white conspicuity markings  
 Paint: Trail King 2 part polyurethane

**10833-Base**

1	Open Deck	TK80HT Advantage Series Hydraulic Tail Trailer
1	Upper Deck	10'0" straight drop upper deck (16" pin setting / 98" swing clearance)
1	Upper Deck Ramp	8' Hyd. recessed upper deck ramp (12" less than deck width)
1	Winch	20,000 lb. hydraulic winch ILO standard mounted above king pin
1	Winch	Winch guard
1	Hydraulics & Controls	Wireless Remote for winch (1 functions, 2 buttons)
1	Hydraulics	24 HP Honda SCU with cover (mounted above winch)
1	Landing Gear	2-speed park stands ILO std (crank curb side)

1	Main Deck	Single drop deck	
1	Decking, Main Deck	1 3/8" (NET) apitong deck raised w/ 1/4" floor plate over wheels	
1	Tie Downs	External stake pockets on 48" centers alternating with internal key slots for a tie down every 24"	
1	Tie Downs	Triangle cut-outs	
1	Decking, Tail	Star Traction over steel w/Star Traction over last 3' of wheel covers also	
1	Decking, Fold Under Approach	Star Traction over steel	
1	Brakes	Drum style, 12.25 X 7.5 931-162 lining	
1	Tire & Wheel Size	235/75R x 17.5 Tires with 6.75 x 17.5 8-hole disc wheels, 36" deck height (per trailer)	
1	Wheel Finish (inside)	6.75 x 17.5 8-hole steel disc wheel	
1	Wheel Finish (outside)	6.75 x 17.5 8-hole steel disc wheel	
1	Spare Wheel	6.75 x 17.5 8-hole steel disc wheel (per wheel)	54
1	Spare Tires	235/75R17.5 - 18 ply HTL2 (tire only) (per tire)	
1	Lights / Electrical	3rd Tail Light Package	
1	Paint	Trail King 2-part polyurethane paint. Click on arrow to select color from drop-down box.	

### 10833-Additional Options

1	Tie Downs	Add recessed d-rings on 48" centers	
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### Terms

- Effective 11/11/11, prices and specs are subject to change without notice.
- All orders and payment terms are subject to credit approval.
- Federal Excise Tax is calculated on the selling price to a non-exempt end user
- Freight invoice amounts are net of any discounts.
- Non-Standard production units require a 20% down payment
- All fifth-wheel trailers outside the 16 week production window require a 10% down payment at time of order to lockdown completion date.
- Promised Date is subject to change under the following conditions only:
  1. Change in customer credit status.
  2. Approval drawing not signed by designated date.
  3. Down payment not received by designated date.
  4. Customer initiated change order extends design or manufacturing time, or requires raw material or components outside the production window.



## THE COMPLETE TRAILER LINE MANUFACTURER

### TRAIL KING INDUSTRIES, INC. LIMITED WARRANTY POLICY

#### WARRANTY:

Trail King Industries, Inc. warrants that trailer model: \_\_\_\_\_, Serial number: \_\_\_\_\_ (herein-after referred to as "Equipment") manufactured by Trail King Industries will be free from defects in materials and workmanship, provided that the Equipment warranted hereunder is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.

Trail King Industries' sole obligation under this warranty shall be limited to repairing or replacing, at its option, in accordance with the schedule below, any defective part of the warranted Equipment, which shall be returned to Trail King Industries' factory location or authorized service facilities and then Trail King Industries' examination shall disclose to its satisfaction to have been defective; provided, however, that the purchaser notifies the Warranty Department immediately upon identification of defect, and such defective Equipment is returned by the purchaser to a Trail King Industries location authorized by the Warranty Department of Trail King Industries with transportation and freight charges prepaid within fifteen (15) days after discovery of defective conditions.

The customer shall not be required to deliver defective Equipment to Trail King Industries if the Equipment was destroyed as a result of defect covered in this warranty and the Trail King Industries Warranty Department is reasonably satisfied that the Equipment was defective at the time of the sale.

All labor and parts warranty must be authorized by Trail King Industries Warranty Manager. Failure to do so will result in no warranty payment of any kind.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF MATERIAL, WORKMANSHIP, DESIGN, APPLICATION OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TRAIL KING INDUSTRIES.**

Components supplied by other manufacturers shall be warranted under the following schedule:

I.	Axles, Suspensions, Landing Gear, Wheels, Rims, Hubs Hydraulic Valve Body	One Year 100%
II.	Air Lines, Springs, Air Bags, Leveling Valves, Bearings, Brake Valves, Paint, Oil Seals, Brake Drums, Shock Absorbers, Electrical, Cylinders, Hydraulic Hoses & Connections, Floor Plastic, Plastic Liners, Rubber Flashing	Six Months 100%
III.	Tires, Tubes and Engines	Warranty claims must be made directly to component suppliers
IV.	Wood Components	0%

#### *Trail King Open Deck Series & Van Chassis (i.e. Medical Chassis)*

Trail King Industries shall bear that portion of the cost of repairing or replacing the main beams, (The two beams running from front to back that both the upper coupler and the suspension are connected to) found to be defective under the following schedule. This excludes all parts that may be bolted, welded or otherwise attached to the main beams.

Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
All other Trail King manufactured components				One Year 100%

#### *Trail King Dump Series:*

Bottom Dump, Side Dump, Half Round Trailers, and Steel Tub End Dumps:	
All Trail King manufactured components	One Year 100%

(continued...)

(continued from front...)

**Trail King Pneumatic Bulbar Series:**

All Trail King manufactured components	One Year 100%		
Frame, Struts, Vessel	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%

**Trail King Live Bottom Series:**

The period of warranty is set forth as follows:

Construction Live Bottom Trailers, 5-Star Trailers, and Advantage Ag Trailers (Continuous Belt).					
I.	Gear box, Motor and Drive Shaft, and Individual Chain Strands Only				
	Year 1 - 100%	Year 2 - 75%	Year 3 - 50%	Year 4 - 25%	Year 5 - 25%
II.	Trail King manufactured components.	Year 1	100%		
	This excludes all hopper sheets.	Year 2	75%		
Aluminum Super Hi-Lite and Advantage Ag Trailers (Segmented Belt):					
I.	Chain, Gear box, Motor and Drive shaft.	Year 1	100%		
II.	Components Manufactured by Trail King.	Year 1	100%		
		Year 2	75%		

All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. This warranty excludes such parts or accessories which are not defective, but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than TRAIL KING or one of its authorized dealers. (Tire Warranties are expressly excluded from Trail King Industries' warranty herein.) Purchaser is expected to pay all repairs or replacement costs, in connection with this Agreement, including sales and other taxes immediately upon completion of work performed.

**LIMITATION OF LIABILITY:** Trail King Industries shall not be liable to purchaser for any incidental or consequential damages suffered by the purchaser, including, but not limited to, any commercially reasonable charges, expenses or commissions incurred in connection with effecting cover or any other reasonable expense incident to the delay or other breach of warranty by Trail King Industries, any loss of or damage to any cargo loaded or shipped in or on Equipment, loss of anticipated profits, transportation expenses due to repairs, non-operation or increased expense of operation costs of purchased or replaced equipment, claim of customers, cost of money, any loss of use of capital or revenue, or for any special damage or loss of any nature arising at any time or from any cause whatsoever.

**LIMITATION OF REMEDY:** In the event of Trail King Industries' failure to repair the Equipment subject to the warranty contained herein, the purchaser's sole and exclusive remedy against Trail King Industries shall be for the repair or replacement of any defective part or parts of Equipment subject to work or repair within the time period and manner set forth herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Trail King is willing and able to repair or replace defective parts in the prescribed manner.