



**CITY OF FLAGSTAFF
Addendum Number One
RFB Number 2013-06
AUGER SCRAPER REBUILD**

Please be advised that on September 27, 2012, the following information is being made to
Request for Bid No. 2013-06, Auger Scraper Rebuild:

Section: Specifications/Requirements of Bid, Pg 19

Add: "REPLACE PLASTIC LINER IN BOWL".

The balance of the RFB package shall remain the same. All bidders are to acknowledge receipt of this addendum by signing and submitting along with their bid response.

EMPIRE SOUTHWEST, LLC
Name of Firm

Oct 2, 2012
Authorized Signature and Date

Candace Schroeder, CPPB
Sr. Procurement Specialist
City of Flagstaff
Issue Date: September 27, 2012

Empire Southwest, LLC
4900 E. Empire Ave.
Flagstaff, AZ 86004

RECEIVED

Oct 03 2012
By  Time 9:40

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656**

**INVITATION FOR BIDS
AUGER SCRAPER REBUILD
BID NUMBER 2013-06**

Sealed bids will be received at the Purchasing Office located at City Hall, 211 West Aspen Avenue, Flagstaff, Arizona, 86001 until **3:00 p.m. on Thursday, October 4, 2012**, to rebuild existing equipment Auger Scraper for the City of Flagstaff, Cinder Lake Landfill.

The City highly recommends your participation in the Pre-Bid Conference scheduled for **11:00 a.m., on Monday September 24, 2012**. The conference will take place at the City Hall, 211 West Aspen Avenue, Flagstaff, Arizona 86001 in the 2nd Floor, Staff Conference Room.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this Invitation for Bids and will be most advantageous to the City. Responsible factors to be considered may include, but are not limited to, the bidder's past performance on other contracts, and other matters set forth in City of Flagstaff Code, Title One. The award may be made to other than the lowest price bid.

The City of Flagstaff retains the right to reject any or all bids received and waive minor technicalities when it is deemed to be in the City's best interest.

**CITY OF FLAGSTAFF
MANAGEMENT SERVICES - PURCHASING
211 WEST ASPEN AVENUE, FLAGSTAFF, ARIZONA 86001
(928) 779-7619 / FAX (928) 779-7656**

BID ACKNOWLEDGMENT

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS COVER BACK TO (928) 779-7656. THE RETURN OF THIS PAGE IS THE ONLY WAY A PROPOSER WILL RECEIVE ADDENDUMS. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

BID NUMBER:	2013-06
BID NAME:	AUGER SCRAPER REBUILD
TOTAL NUMBER OF PAGES:	25

COMPANY NAME:	Empire Southwest, LLC	
CONTACT PERSON: PHONE NUMBER, FAX NUMBER EMAIL ADDRESS AND COMPLETE MAILING ADDRESS	Todd Owen Todd.Owen@empire-cat.com 4900 E. Empire Ave. Flagstaff, AZ 86004 FAX: 480-633-4626	PHONE: 928-606-1335
DID YOU RECEIVE THE TOTAL NUMBER OF PAGES REQUESTED:	YES <input checked="" type="checkbox"/> NO IF NO, WHAT PAGE NUMBERS ARE YOU MISSING:	
PLEASE SIGN ACKNOWLEDGING RECEIPT & FAX TO: Candace Schroeder, CPPB (928) 213-2209:		

*****Please Return Immediately If Bidding*****

INSTRUCTIONS

PREPARATION: Bids shall be submitted in a sealed envelope addressed to the City of Flagstaff, Purchasing Office, 211 West Aspen Avenue, Flagstaff, AZ 86001 marked "Sealed Bids" and identified by the material or service description, bid number, and bid opening date and time. When submitting a no bid, indicate on the outside of the envelope "No Bid". The entire bid package including all instructions is to be returned and properly fastened together. Retain a copy of your bid for your records. Bids shall be opened publicly at the time and place designated on the cover of this document. Bids will not be subject to public inspection until after contract award.

All bids must be made on the City bid forms and duly signed by an authorized representative of the vendor.

Bids faxed to the City of Flagstaff cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

Erasures, interlineations or other modifications in the bid shall be in ink and made by the authorized person signing the bid.

The City is not responsible for any vendor's errors or omissions. It is the responsibility of all vendors to examine the entire set of bid documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Retain a complete set of bid documents for your records.

All prices quoted will reflect the total cost to the City for the product, FOB Flagstaff and include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however Arizona, Coconino County and Local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

SALES TAX: The City of Flagstaff will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to bids received from out of state Vendors who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number:	<u>07-556587-G</u>
Arizona Use Tax Number:	<u>07-556587-G</u>
City of:	<u>MESA</u>
Sales Tax Number:	<u>86-0894087</u>

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are not taxable if separately stated on the invoice from the seller to the buyer and delivery is made to the ultimate consumer by the seller.

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed "freight-in" and are not considered delivery. Freight In charges are taxable.

GENERAL INFORMATION: All bids shall be for new merchandise unless otherwise specified.

The specifications listed as part of this bid are intended to reflect the minimum standards required by the City. All exceptions to the City's specifications must be clearly stated in the vendor's bid. If no exceptions

are stated by the vendor, the City will assume the vendor's bid to equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor shall submit full descriptive information on all products offered for consideration with its bid.

INTENT: These specifications require the doing of all things necessary, or proper for, or incidental to the specifications of this bid. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

NON-COLLUSION: Vendors, by submitting a signed Agreement, certify that the accompanying bid is not the result of, or affected by any unlawful act of collusion with any other person or company in the same line of business or commerce, or any other fraudulent act punishable under Arizona or Federal law.

USE OF BRAND NAMES: The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict vendors to that manufacturer, brand, make or catalog designation. This is used simply to indicate the character, quality and/or performance equivalence of the commodity on which bids are submitted. In submitting a bid on a commodity other than as specified, vendors shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the vendor proposes to offer the exact commodity as described.

ADDITIONAL INFORMATION: All questions, clarifications and requests for additional information are to be put in writing and faxed, emailed or mailed to the attention of:

Candace Schroeder, CPPB
Senior Procurement Specialist
Purchasing Division, City of Flagstaff
211 West Aspen, Flagstaff, AZ 86001

Email: cschroeder@flagstaffaz.gov
Fax No: (928) 213-2209

The City **shall not** be responsible for vendors adjusting their bid based on any oral instructions made by any employees or officers of the City regarding the bid instructions, drawing, specifications, or contract documents. All changes to the Invitation for Bids will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the bid opening. Any interpretation or correction of the Invitation for Bids documents will be made only by addendum, duly issued, and a copy of each addendum will be mailed, faxed or delivered to all who are known to have received a set of bid documents. The City is not responsible for any other explanations or interpretations of the Invitation for Bids documents.

MATERIAL SAFETY DATA SHEET: Vendor shall supply Materials Safety Data Sheets (MSDS) in accordance with Federal requirements with its bid response. If a bid is submitted without the MSDS, the bid may be considered non-responsive. A vendor entering the City workplace with materials requiring MSDS will supply the City with a MSDS covering those particular products the vendor may expose City employees or the general public to while working at the site.

ASBESTOS MATERIALS: Only asbestos-free materials are allowed in City facilities during any building maintenance, renovation or repair projects. Vendors must execute and submit the appropriate forms certifying the products as "asbestos-free" prior to installation. Forms and site information can be obtained by calling (928) 779-7685 ext. 7203.

EVALUATION: When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

If the vendor is a resident vendor that has listed a valid City of Flagstaff sales tax number, the local tax will be factored out when evaluating the vendor's bid.

Prior to the award of a contract, the successful vendor shall have a completed Vendor Application on file with the Purchasing Division.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any formalities when it is deemed to be in the City's best interest.

Materials submitted by vendor shall become the property of the City of Flagstaff unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked. Information submitted in response to this request for bid is considered public record and may be disclosed pursuant to applicable Arizona Revised Statutes.

AWARD: The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms to the terms and conditions set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

ACCEPTANCE: All bids submitted to the City of Flagstaff are to remain firm for a minimum period of ninety (90) calendar days from the date the bids are officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City Purchasing Director.

DELIVERY: The time for delivery shall be stated in definite terms and may be a factor in making an award. Delivery shall be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon vendor until such time as the goods have been physically delivered to and accepted by the City.

VENDOR REQUIREMENTS: Provide a current list of customers who have purchased Auger Scraper Rebuild from your company in the last year. Please provide company name, contact person, address, and phone number.

ESTIMATED QUANTITY: The quantity stated on the bid form is the City's best estimate for the purchase of an Auger Scraper Rebuild over the following twelve (12) months. The purchase of an Auger Scraper Rebuild is pursuant to this Invitation for Bids is contingent upon the City Council authorizing an award of a contract. The City reserves the right to purchase more or less than the estimated quantities stated.

PROPRIETARY INFORMATION: Any information considered to be proprietary by the vendor shall be placed in a separate envelope and marked "Proprietary Information", subject to the public record disclosure laws. To the extent the Purchasing Director concurs, this information shall not be considered public information subject to the public record disclosure laws. The Purchasing Director shall be the final authority as to the extent of material that shall be considered confidential. Pricing information shall not be considered proprietary.

PUBLIC RECORD: Except as otherwise stated herein, all bids submitted in response to this request shall become the property of the City and will become a matter of public record, available for review after an award has been made.

BID TABULATION: The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Purchasing Office, 211 West Aspen, Flagstaff, Arizona. Those vendors who would like a copy of the bid results may obtain one by sending a stamped self-addressed envelope with their request.

COST TO PREPARE: The City will not reimburse the vendor the costs associated with responding to the request for bid.

UNIFORM CONTRACT TERMS AND CONDITIONS

WARRANTY: Vendor expressly warrants that all goods and services covered by this Agreement shall conform to the specifications, drawings, samples or other description in this Agreement, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that goods and services of vendor's design be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect vendor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Vendor agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation costs, when notified of such nonconformity by the City. In the event of failure by vendor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to vendor, may make such corrections or replace such goods and services and charge vendor for the cost incurred by the City thereby.

Vendor's product, service, and facilities shall be in full compliance with all applicable Federal, State and Local laws, statutes, ordinances, regulations, and standards, regardless of whether or not they are expressly referred to by the City.

Unless otherwise specified, the minimum warranty period shall be one (1) year from vendor's installation or delivery of the warranted item. Vendor shall provide the City with a copy of the complete manufacturer's warranty information.

PATENTS: Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City or its employees and agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and vendor further agrees to indemnify, hold harmless and defend the City and its employees and agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by vendor.

COMPLIANCE: It is agreed that vendor shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Vendor agrees that if the product or service offered does not comply with the terms and conditions of this Agreement, the Purchasing Director has the right to cancel at any time with full refund within sixty (60) calendar days after notice of non-compliance and vendor further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

SUB-CONTRACTING: This Agreement or any portion thereof shall not be sub-contracted without the prior written approval of the City. No such approval shall be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-vendor. No sub-vendor shall, under any circumstances, relieve vendor of its liability and obligation under this Agreement; and despite any such sub-contracting the City shall deal through vendor. Sub-vendors shall be dealt with as workers and representatives of vendor.

TERMINATION: The City reserves the right to terminate this Agreement for non-performance by vendor. Vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the

mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

2. **Litigation and Attorneys Fees:** Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed in the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

NON-EXCLUSIVE CONTRACT: This Agreement shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

PAYMENT: The City shall issue checks twice monthly, the 15th and the 30th days. In order for the City to process an invoice in a timely manner, the invoice shall be received by the 8th or 22nd of each month.

CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is, or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of this Agreement. The cancellation shall be effective when the vendor receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Agreement, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to this Agreement, arising as the result of this Agreement.

GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any action at law or in equity brought for the purpose of enforcing a right or rights provided for in the Invitation for Bid shall be tried in a court of competent jurisdiction in Coconino County, Arizona.

COOPERATIVE USE OF CONTRACT: An Agreement resulting from this IFB may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The Agreement may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB who wish to cooperatively use the contract are subject to the approval of Vendor.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Vendors at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Vendor(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

X Yes No

CONTACT WITH CITY EMPLOYEES AND CONTRACTORS: All persons and/or Vendors that are interested in this purchase (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes but is not limited to the evaluation panel, the City Manager, Deputy City Manager(s), Department Directors or other staff. This policy is intended to create a level playing field for all potential Vendors, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified in Additional Information, Instructions.

CONTACT WITH ELECTED OFFICIALS (MAYOR, CITY COUNCIL, ETC.): Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff AZ 86001, and are posted by the City Clerk at least twenty-four (24) hours prior to the scheduled meeting. The Clerk's posting shall include and detail the participants and the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, facsimile, e-mail, or other written method shall be made available to the public, press, and all submitting firms.

SPECIAL TERMS AND CONDITIONS

INTENT: These specifications cover the furnishing of a rebuild for our current Auger Scraper or used, that has been proven and in field service for a minimum time period of one year. All components are to be manufacturer's standard and no prototype units will be considered.

These specifications require the doing of all things necessary, or proper for, or incidental to the furnishings and delivery of said unit and associated equipment. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these specifications, and the Vendor shall perform the same as though they were specifically mentioned, described, and delineated.

The Vendor is to submit a user list with in service date, phone number, and person to contact that are currently using the equipment offered in this bid for consideration, so that if necessary the City can view the equipment in operation.

CONTRACT TYPE: Firm Fixed Price.

CONTRACT RENEWAL: The City reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date.

SUBSEQUENT PURCHASES: The City, with the consent of the successful Vendor(s), reserves the right to purchase additional items as listed in this bid, if Vendor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.

ALTERNATIVE BIDS: The City is requesting alternative bids to consider. The City shall have the right to accept the lowest responsive bid within the alternative(s) selected and to reject the bids received on the other alternative categories. The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

APPROPRIATION OF FUNDS: Vendor acknowledges and agrees that the City's obligations under this Agreement are contingent upon the appropriation of funds by the City Council for purposes of this Agreement for each fiscal year during the term or extended term of this Agreement. If funds for this Agreement are not appropriated, this Agreement shall terminate automatically on the date of expiration of funding, and the City shall not incur any obligation or liability to Vendor, except with respect to payments for authorized deliveries of the Auger Scraper Rebuild made by Vendor pursuant to this Agreement.

COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS: Vendor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. 23-214.A. Vendor acknowledges that pursuant to A.R.S. 41-4401 a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

BUSINESS OPERATIONS IN SUDAN/IRAN: In accordance with A.R.S. (or "Section") 35-397, the Vendor certifies that the Vendor and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Vendor's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

SALES TAX: The City shall compute the applicable sales tax on the Auger Scraper Rebuild that is not tax exempt.

FREIGHT: F.O.B. City of Flagstaff (delivery points listed) – All charge quotations shall be F.O.B. Destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by vendor.

MISCELLANEOUS CHARGES: If any other charges are applied to the Auger Scraper Rebuild, such charges shall be as stated on the bid form under "Miscellaneous Charges". No other charges shall be considered at a later date.

DELIVERY: The prices quoted shall be F.O.B. destination delivered to the City of Flagstaff, Cinder Lake Landfill, Flagstaff, Arizona. Clean and ready for service with all items attached and operational. The selected vendor shall notify the Landfill Manager or designee by phone (928) 527-9844, not less than two (2) days in advance, informing them of how and when they intend to deliver the equipment.

LIQUIDATED DAMAGES - DELIVERY: Liquidated damages will be charged when the Vendor fails to perform the services within the specified turnaround time. Liquidated damages will be assessed at the rate of \$200 per calendar day to commence after the agreed upon delivery date has expired.

PAYMENT: Invoices shall contain the City of Flagstaff purchase order number. Vendor shall submit one invoice to the Landfill Manager, City of Flagstaff, 211 West Aspen, Flagstaff, AZ 86001, for all applicable deliveries.

ON-SITE VISIT: Vendors are encouraged to review the job sites prior to submitting their bid. Vendor shall be responsible for having examined the job sites, compared them with the descriptions and specifications of the bid, and for having examined all the bid documents and for acknowledging and accepting the conditions under which the work is to be performed before submitting its bid and entering into a contract. No allowance shall subsequently be made on behalf of Vendor on account of an error or negligence on its part for failing to become sufficiently familiar with the conditions of the job sites or surrounding areas.

CONTRACT ADMINISTRATOR: The Contract Administrator for the City shall be the Landfill Manager or designee. The Contract administrator shall audit billings, approve payments, establish schedules, and generally be responsible for overseeing execution and the delivery of this Agreement. Landfill Manager or designee can be contacted by phone (928) 527-9844.

TERMINATION: Non-Performance by Vendor shall be a basis for immediate termination of this Agreement. Vendor may be given a reasonable opportunity prior to the termination to correct any deficiencies.

COMPLIANCE: The equipment offered is to meet all OSHA, ANSI, EPA and State of Arizona regulations and standards.

VENDOR REQUIREMENTS: The Vendor or manufacturer bidding on these specifications must be able to provide technical service from an authorized service representative within a maximum of six hours after our request is made to the vendor or manufacturer. The authorized service center shall be within 180-mile radius from the City of Flagstaff, City limits.

Preference will be given to the Vendor that can provide the quickest response time to repair parts orders as determined from past experience and information obtained during interviews with companies currently using the proposed equipment.

The manufacturer, whether he is the Vendor or not, must be satisfactory to the City from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by these specifications, and shall have manufactured and sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year.

The City reserves the right to, and may base a portion of the evaluation on a Vendor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.

The City reserves the right to reject bids of Vendors who cannot produce satisfactory evidence that they can furnish promptly, all spare parts needed for ordinary service or repair of the equipment herein specified and that the equipment offered has performed satisfactorily by current customers.

INSPECTION AND PERFORMANCE TESTS: Inspection of workmanship, materials, design and performance of the unit may be made at the vendor's factory at the sole discretion of the City. The City will pay all expenses of its inspectors. However, the entire unit specified shall be subject to final inspection and acceptance by the City upon delivery at the City facility designated on the purchase order. The complete unit will be required to undergo a performance test before final acceptance. Any defects or

failure to comply with any requirements of these specifications shall be immediately remedied by the vendor at the vendor's own expense before final acceptance.

ACCEPTANCE: Each item delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the vendor prior to acceptance for any reason, additional periods of thirty calendar working days shall be allowed for inspection when subsequent deliveries occur. Any defects or failures to comply with any requirements of these specifications shall be immediately remedied, within seven calendar days, by the vendor at the vendor's own expense.

WEATHER CONDITIONS: This product will be used at elevations of 7,000 feet. The product shall remain operational under these conditions. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.

SITE VISIT: At anytime during the term of the Agreement, the City of Flagstaff, at their sole option, may request a visit and inspection of the Vendor's facility and or work being done in order to ensure that the Vendor has the necessary equipment and qualifications to perform the requirements of this Invitation for Bid. Site Visits are at the expense of the City of Flagstaff.

MANUFACTURER/SUPPLIER STABILITY: In the interest of continued and reliable service, parts, and technical support, equipment suppliers shall have exhibited a consecutive history of financial stability and manufacture of similar equipment over a minimum of the past ten years. Documentation shall be provided in the bid package to verify such continuous business activity, such as location and contact lists (minimum 10 users). In the interest of process and quality control, the chassis manufacturer shall be ISO9001 certified. Because of the critical nature of the product and its application, the burden of proof for this requirement lays with the bidder and/or suppliers.

RENTAL OPTION: Quote rental price for 621 self loading or 627 self loading scraper. (Please provide attachment)

Equipment Make, Model:	623
Rate: per day (24 Hours)	\$1,500.00
Rate: Per Week (7 Days)	\$4,900.00
Rate: Per Month (30 Days)	\$14,400.00
Transportation Charges:	\$3,500.00 round trip
Tax:	9.05%

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

INDEMNIFICATION: Vendor (as "indemnitor") agrees to indemnify, defend and hold harmless the City (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the acts or omissions of indemnitor, its officers, officials, agents, employees or volunteers relating to this Agreement.

INSURANCE: Vendor shall procure and maintain until all of its obligations under this Agreement have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect vendor from liabilities that might arise out of the performance of the work under this Agreement by vendor, its agents, representatives, employees or sub-vendors and vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

(Form CG 0001, ed. 10/93 or any replacements thereof)

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles

(Form CA 0001, ed. 12/93 or any replacement thereof.)

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
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3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

B. SELF-INSURED RETENTIONS/DEDUCTIBLES: Any self-insured retentions and deductibles shall be declared to and approved by the City.

C. OTHER INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage's:

a. Vendor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, or employees shall be in excess to the coverage of vendor's insurance and shall not contribute to it.

b. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

c. Coverage provided by vendor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

d. Vendor's insurance shall contain broad form contractual liability coverage.

2. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from vendor's operations, work or products that are the subject of this Agreement.

D. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to: Victoria Jackson, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001 and shall be sent by certified mail, return receipt requested.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect vendor from potential insurer insolvency.

F. VERIFICATION OF COVERAGE: Vendor shall furnish the City with Certificates of Insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All Certificates of Insurance shall be received and approved by the City before work commences. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal shall be a material breach of this Agreement.

All Certificates of Insurance required by this Agreement shall be sent directly to: Candace Schroeder, CPPB, Senior Procurement Specialist, Purchasing Division, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, AZ 86001. A description of the commodity is to be noted on the Certificate of Insurance. The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Agreement at any time.

G. APPROVAL: Any modification or variation from the insurance requirements in this Agreement shall have prior approval from the City's Risk Manager, whose decision shall be final. Such action shall not require a formal contract amendment, but may be made by administrative action.

**CITY OF FLAGSTAFF
AUGER SCRAPER REBUILD**

**SPECIFICATIONS / REQUIREMENTS OF BID
BID NUMBER 2011-17**

The City of Flagstaff intends to establish a contract to rebuild existing equipment; Auger Scraper for the City of Flagstaff, Cinder Lake Landfill as specified herein or to purchase a used Auger Scraper, utilizing current Auger Scraper as trade in.

The City shall have the right to accept the lowest responsive bid within the alternate or alternatives selected and to reject the bids received on the other alternative categories; furthermore, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

The determination by the City as to which alternative(s) is in its best interest shall be final and conclusive.

The bid items for consideration are listed as follows for the purpose of bidding:

<u>ITEM</u>	<u>DESCRIPTION</u>
1.	Scraper Rebuild
2.	Scraper Used

The specifications as stated herein are desired features; the Use of Brand Names has been used per the Term and Conditions of, "Use of Brand Names", page four (4) of the IFB document. This bid is for Brand Name or Equal equipment.

The Vendor must furnish all information in the space provided under Comply and Offered. The use of "See Attachment" will be considered for reference material only; failure to provide Comply and Offered in the space provided will be construed to mean that the Vendor proposes to offer the exact commodity as described. The City reserves the right to determine what is considered equal to or not.

**CITY OF FLAGSTAFF
AUGER SCRAPER REBUILD**

**PROVISIONS FOR REBUILD
BID NUMBER 2013-06**

WARRANTY: Bidder guarantees that the equipment offered shall be warranted as follows:

- A. One full year parts and labor warranty.
- B. Three years or 6,000 hours, parts and labor warranty on the engine and power train, which is to include, reconditioned or worked on; but not be limited to the following items: torque converter, transmission, drive shaft, hydraulic pumps, hydraulic motors, universal joints, differential, transfer gear group, drive axles, drive pumps, drive motors, pinion and bevel gear, steering clutch, steering brake, and final drive gear train up to but not including sprockets.

The Vendor is to state the warranty period offered. A copy of the warranty should be submitted with the bid that clearly explains what parts and labor are warranted and the time period involved.

Bidder must send a copy of the standard and extended power train warranty which explaining clearly what parts and labor are warranted and the time period involved. Bidder is to also state the name of the firm where warranty work is to be performed and the maximum number of hours to respond to a service request by a qualified technician. The authorized warranty/service center shall be within one hundred eighty (180) miles of the Flagstaff City limits.

Vendor: EMPIRE SOUTHWEST, LLC

Address: 4900 E. Empire Ave City: FLAGSTAFF State: AZ, Zip: 86004

Maximum Response Time to Flagstaff: 6 Hours

LIQUIDATED DAMAGES – WARRANTY: In the event a qualified service technician trained to work on the equipment does not arrive on the Flagstaff job-site within six (6) working hours after notification or repair parts are not received within two (2) working days, or equipment is not fully operational within three (3) working days, liquidating damages in the amount of \$900 per day will be accessed and collected. This clause shall remain in effect for the warranty period. On presentation in writing by the vendor of verifiable information to the City that parts are not available to the dealer from their manufacturer or technicians' are not available by reason of strike, natural disaster, or national emergency, liquidate damages will not be accessed.

The vendor may avoid the damages for non-delivery of parts by making available to the City at no cost, a unit of similar size and capacity until the City of Flagstaff's equipment is restored to service.

PARTS: All repair parts shall be made available within three working days, from when the request is made.

PARTS DISCOUNTS: The bidder is to provide a discount or discounts from the manufacturer's suggested LIST PRICE for parts purchased from the bidder. The discount(s) shall remain constant for the duration of the warranty agreement, as stated under the warranty provisions. The Vendor shall likewise offer any published price reduction. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceeds contracted price discounts extended to the City by the Vendor.

State Discount offered: See attached

RECOMMENDED SPARE PARTS: The vendor shall furnish with each service manual a list of recommended spare parts. The list shall include all necessary data for ordering the parts. Parts furnished by other manufacturers shall be identified by the ordering data of the actual manufacturer.

The bidder shall guarantee that a complete stock of replacement parts for the specified equipment is available. Please provide the response time for replacement parts.

How long will you make parts available for this equipment: 15 + year(s).

PREVENTIVE MAINTENANCE INSTRUCTIONS: In addition to the manuals specified, the vendor shall furnish an equal number of condensed preventive maintenance instructions for each type of unit. These instructions shall consist of manufacturer's recommendations for periodic lubrication, cleaning, and all other preventive maintenance and shall be made up in a compact form to cover the particular unit delivered.

**CITY OF FLAGSTAFF
AUGER SCRAPER REBUILD
BID NUMBER 2013-06**

1.1 SPECIFICATIONS

CPT - Certified Powertrain Rebuild (Plus)

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
<u>EQUIPMENT FOR REBUILD:</u>	YES	CPT Plus
<u>2003 Caterpillar 627G Auger Scraper</u> VIN/SN: OCEX00270 HOURS: 11,000 CITY ID#: G8005	YES	CPT Plus
The rebuild of this equipment shall be completed by a certified facility authorized to complete work.	YES	
All parts used in the rebuild shall be Caterpillar certified OEM parts.	YES	
<u>POWER TRAIN REBUILD</u>	YES	CPT Plus
<u>Remove & install radiator:</u> Remove and install front radiator for recondition.	YES	
<u>Replace wiring harness:</u> Replace all wiring harnesses on frame and scraper, inspect cab harness. Replace all damaged or patched wiring harnesses.	YES	CPT Plus
<u>Remove & install transmission:</u> Remove and install front transmission and differential for recondition.	YES	CPT Plus
<u>Recondition transmission:</u> Recondition front power shift transmission, inclusive of transmission pump repair.	YES	CPT Plus
<u>Recondition transmission:</u> Recondition rear transmission.	YES	CPT Plus
<u>Recondition drive shaft:</u> Recondition front engine drive coupler and input bearing cage.	YES	CPT Plus

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
<u>Replace transmission lines/hoses:</u> Replace power train oil lines both front and rear.	YES	CPT Plus
<u>Recondition transmission oil pump:</u> Recondition transmission oil pump rear.	YES	CPT Plus
<u>Recondition differential:</u> Recondition front differential.	YES	CPT Plus
<u>Remove & install differential:</u> Remove and install rear differential for recondition, replace universal joints.	YES	CPT Plus
<u>Recondition differential:</u> Recondition rear differential.	YES	CPT Plus
<u>Recondition retarder:</u> Recondition retarder.	YES	CPT Plus
<u>Recondition drive shaft:</u> Recondition front engine drive coupler and input bearing cage.	YES	CPT Plus
<u>Recondition final drive:</u> Recondition front final drives.	YES	CPT Plus
Rear final drives	YES	CPT Plus
<u>Auger Rebuild:</u>		
<u>Recondition Auger Drive:</u> Recondition Auger Hydraulic Drive Motor	YES	CPT Plus
<u>Recondition Auger Gearbox:</u> Recondition Auger Gearbox	YES	CPT Plus
<u>Recondition Auger Drive:</u> Recondition Lower Auger Drive Bearing	YES	CPT Plus
<u>Replace Draft Frame Trunnion:</u> Replace Draft arm and apron trunnions and linkage as needed	YES	CPT Plus

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
<u>Recondition Auger:</u> Recondition Lower Auger bearing, new bearings and seals; Misc: is for machining	YES	CPT Plus
<u>Recondition Auger:</u> Recondition Auger frame and supports	YES	CPT Plus
<u>Recondition Auger:</u> Replace shoes and cutting, weld any cracks, replace guard strips	YES	CPT Plus
Recondition implement pump.	YES	CPT Plus
Replace with CAT remanufactured cushion hitch pump.	YES	CPT Plus
Recondition cushion hitch load cylinder.	YES	CPT Plus
Recondition apron lift cylinder.	YES	CPT Plus
Recondition ejector cylinder.	YES	CPT Plus
Reseal cushion hitch control valve.	YES	CPT Plus
<u>Recondition hydraulic accumulator:</u> Recondition Cushion hitch accumulators.	YES	CPT Plus
<u>Replace hydraulic hoses/lines:</u> Inspect and replace hydraulic hoses, to include reclaiming hose ends if salvageable.	YES	CPT Plus
<u>Install apron trunnion:</u> Remove and install apron, install new trunnion balls and weld in bearing half on apron and install cap.	YES	CPT Plus
<u>Replace apron lift arm:</u> Replace apron lifting link.	YES	CPT Plus

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
<u>Recondition cushion hitch:</u> Remove, recondition and install hitch.	YES	CPT Plus
<u>Paint:</u> Paint Equipment with CAT class B paint; replace all graphics with like decals.	YES	
Inspect and recondition Under Carriage	N/A	
<u>Computer Flash File Updates:</u> Install new manufacturer computer updates.	YES	
<u>Frame Updates:</u> Install manufacturer frame work updates.	YES	CPT Plus
<u>Recondition braking system:</u> Recondition all four brakes, include drums with re-man shoes	YES	CPT Plus
Recondition servo steering cylinder.	YES	CPT Plus
Recondition steering pump.	YES	CPT Plus
Recondition secondary steering pump.	YES	CPT Plus
<u>Miscellaneous repairs window glass:</u> Re-tint window glass.	YES	CPT Plus
<u>Replace seat assembly:</u> Replace seat and assembly.	YES	CPT Plus
<u>Refill fluids:</u> Refill all fluids.	YES	
<u>Clean machine:</u> Clean machine completely to perform power train rebuild.	YES	
<u>Test, check and adjust equipment:</u> Test, adjust and set all calibration setting after rebuild.	YES	
<u>Transportation:</u> Transport equipment to and from service center	YES	

**CITY OF FLAGSTAFF
AUGER SCRAPER NEW/USED
BID NUMBER 2013-06**

2.2 SPECIFICATIONS FOR USED

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
Used 627 twin engine Auger Scraper or equal too.	NO	NEW 627H P/P 90,213 lbs
Less than 2500 hours.	YES	
Copies of all repairs and maintenance documentation.	YES	
Oil sample documentation: prior to purchase.	YES	
Warranty plan; List what is being offered.	YES	5YR / 7500HR Premier

**CITY OF FLAGSTAFF
 AUGER SCRAPER NEW/USED
 BID NUMBER 2013-06**

2.2 SPECIFICATIONS FOR USED

DESIRED FEATURES	COMPLY YES / NO	OFFERED <i>ie: size, weight, type, etc.</i>
Used 627 twin engine Auger Scraper or equal too.	NO	USED 627G P/P 86,957 lbs
Less than 2500 hours.	NO	3,584
Copies of all repairs and maintenance documentation.	NO	
Oil sample documentation: prior to purchase.	YES	
Warranty plan; List what is being offered.	NO	NONE

**CITY OF FLAGSTAFF
AUGER SCRAPER REBUILD**

**BID FORM – AUGER SCRAPER REBUILD
BID NUMBER 2013-06**

ITEM	DESCRIPTION	QUANTITY	COST
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1.	REBUILD AUGER SCRAPER <u>2003 Caterpillar 627G Auger Scraper</u> VIN/SN: OCEX00270 HOURS: 11,000 CITY ID#: G8005	One (1)	
----	--	---------	--

TOTAL BID PRICE **\$ 371,610.45**

OPTIONS

On optional pricing, provide the total additional cost or deduction excluding any applicable sales tax. Present all deductions with a negative value or in brackets.

State any additional available options that you feel the City may wish to consider on the landfill compactor offered.

DESCRIPTION	COST
Warranty Option Powertrain & Hydraulic	\$ 35,430.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

DELIVERY:

Vendor to specify maximum number of calendar days after receipt of a purchase order
75 Days.

**CITY OF FLAGSTAFF
AUGER SCRAPER REBUILD**

**BID form – AUGER SCRAPER USED
Bid Number 2013-06**

ITEM	DESCRIPTION	QUANTITY	COST
1.	USED AUGER SCRAPER	One (1)	

Trade In: 2003 Caterpillar 627G Auger Scraper
 VIN/SN: OCEX00270
 HOURS: 11,000
 CITY ID#: G8005

TOTAL BID PRICE \$ 130,000

OPTIONS

On optional pricing, provide the total additional cost or deduction excluding any applicable sales tax. Present all deductions with a negative value or in brackets.

State any additional available options that you feel the City may wish to consider on the landfill compactor offered.

DESCRIPTION	COST
NEW 627H Scraper 2012 P/P	\$ 840,000
USED 627G 2007 P/P	\$ 675,000
	\$
	\$
	\$

DELIVERY:

Vendor to specify maximum number of calendar days after receipt of a purchase order
45 Days.

OFFER AND CONTRACT AWARD

Submit the original of this form to the City.

OFFER

TO THE CITY OF FLAGSTAFF:

The Undersigned hereby offers and agrees to furnish the products, materials, services or construction in compliance with all terms, conditions, specifications and amendments in the Invitation for Bids, this Agreement and any written exceptions in the offer. Undersigned also certifies by signing and submitting this offer and Agreement that Undersigned has the legal authority to enter into a contract with the City.

For clarification of this offer, contact:

E-Mail Address: Todd.Owen@empire-cat.com

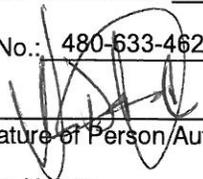
Name: Todd Owen

Federal ID Number: 86-0894087

Phone: 928-606-1335

Fax No.: 480-633-4626

EMPIRE SOUTHWEST, LLC
Company Name


Signature of Person Authorized to Sign Offer

4900 E. Empire Ave
Address

John Helms
Printed Name

FLAGSTAFF AZ 86004

VP / CFO

City State Zip

Title

Type of Legal Entity (select applicable box)

Date: Oct 2, 2012

Corporation LLC Partnership

Sole Proprietor Other Limited Liability Company Designated as a Partnership

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Flagstaff Use Only)

Your offer is hereby accepted.

Vendor is now bound to sell the products, materials, services or construction listed by the attached award notice based upon the solicitation, including all bid and contract terms, conditions, specifications, amendments, etc., which are incorporated herein by reference, and vendor's offer as accepted by the City of Flagstaff.

This Agreement shall henceforth be referred to as Contract No. 2013-06. Vendor is hereby cautioned not to commence any billable work or provide any products, materials, services or construction under this Agreement until vendor receives an executed purchase order.

Awarded this _____ day of _____ 2012.

Rick Compau, C.P.M.
Purchasing Director

VENDOR CHECK LIST

YOU SHOULD IMMEDIATELY COMPLETE AND FAX THE FOLLOWING TO (928) 213-2209.

1. Bid Acknowledgment. _____

PRIOR TO SUBMITTING YOUR BID YOU SHOULD VERIFY THAT THE FOLLOWING ITEMS HAVE BEEN COMPLETED.

1. Verified your extensions and bid amounts? _____
2. Clearly noted all exceptions to City specifications? _____
3. Enclosed full descriptive information requested? _____
4. Attached all required drawings & specifications? _____
5. Addressed all bid specification requirements? _____
6. Completed the sales tax information? _____
7. Returned complete bid package? _____
8. Addressed bid envelope per instructions? _____
9. Include insurance verification (If Requested). _____
10. Completed and signed the Offer and Contract Award? _____



Equipment Protection Plan Coverage Agreement

Customer Name: _____

Machine Model: _____

Serial Number: _____

Coverage Start Date : _____

Coverage Start SMU : _____

Coverage Type and Terms selected: _____

Powertrain Exp. Date _____ SMU _____

Powertrain & Hydraulic Exp. Date ___/SMU _____

Premier Exp. Date _____/SMU _____

Travel : _____

Additional Notes: _____

The machine listed above was purchased with the following Equipment Protection Plan Coverage. **This coverage begins at the date and SMU (service meter usage) listed above and expires when the date or end SMU listed are met (whichever occurs first). This coverage applies to defects in material or workmanship only.** The coverage types are outlined below.

Powertrain Coverage:

Extended Powertrain Coverage covers the components on a machine that are used to either produce, transmit, or control engine horsepower for propelling (moving) the machine – included components:

- **Basic Engine** -Including components essential to engine operation, i.e. fuel pump, oil pump, turbocharger, governor, engine control module, etc.
- **Transmission** - Includes transmission pumps and hydraulic controls
- **Torque Converter / Divider**
- **Drive Line** - includes drive shafts and U-joints
- **Transfer Gear Group**
- **Drive Axles**
- **Final Drives**
- **Hydraulic Drive Pumps & Motors** on hydraulic excavators and machines equipped with hydrostatic steering, including hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor.
- **Brake Components for track-type loaders and tractors, only** if they also provide steering.
- **Steering Clutch Components on track-type loaders and tractors**, if so equipped.
- **Differential Steering Components** includes differential steer planetary group, pump, motor and pilot valves.
- **Vibratory components** on vibratory compactors. Includes vibratory mechanism, hydraulic pump & motor, hydraulic valves, universal joints, bearings, and drum isolation system.
- **Rotor Drive Mechanism** on paving profilers, reclaimers, and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. Excluded are belts, chains and rotor brakes.
- **Electronic Controls and Sensors** which function to direct power for the purpose of moving the machine. This includes power shift controls, engine pressure controls, differential lock and finger-tip controls. It includes the wiring connectors that are part of the designated **powertrain** components.

Additional Machine Specific Details:

Compact Construction Equipment powertrain coverage also includes drive sprocket, roller frame tensioning system, idler wheels, bogie wheels, track rollers, carrier rollers, recoil spring, track adjuster, radiator and cooler.

Paving Equipment also includes rotor axle, rotor drive, rotor drive shaft, rotor drive differential, rotor transmission, rotor drive electric shift, vibratory pump and motor, drum isolation mounting pad, drum drive gear reducer, drum support gear box, countershaft drive, compactor drum and vibration mechanism.

Powertrain and Hydraulic Coverage:

Includes all Power Train covered items, plus Hydraulic Coverage which includes all hydraulic system parts and components of the basic machine associated with steering and implement control.

- **Hydraulic/ Steering Hoses and Lines**
- **Hydraulic Quick-Couplers and Swivels** within machine hydraulic system does not include attachment or work tool couplers.
- **Hydraulic Tanks** – Includes all internal parts.
- **Hydraulic Oil Filter Base** – excluding hydraulic oil filters.
- **Hydraulic Pumps and Motors** – including steering pumps (main and supplemental).
- **Hydraulic Cylinders** – steering, implement, hydraulic cylinders (including bulldozer and ripper cylinders on track-type tractors).
- **Hydraulic Valves and Controls** – includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls.
- **Hydraulic Accumulators** – steering and implement.
- **Hydraulic Oil Coolers** – steering & implement



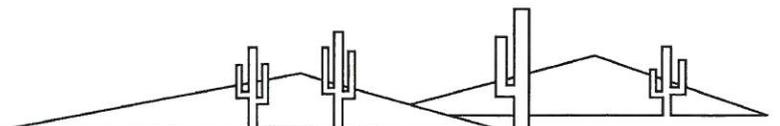
Empire Southwest, LLC

1725 S. Country Club Dr.
Mesa, AZ 85210-6003
480.633.4300 tel
480.633.4489 fax

City of Flagstaff Discounts:

IFB: 2013-06 – Auger Scraper Rebuild

Commodities	Discount
Abrasion Resistance Material	25%
DONALDSON TA	33%
Standard Dozer Ground Engaging Tools	30%
Cat Filters	15%
Large Dozer (D8-D11) Ground Engaging Tools	11%





Quote Number: RB2012-078

Americas North Equipment Protection Plan Quote Confirmation
Caterpillar Certified Powertrain Rebuild Machine
Caterpillar Certified Rebuild Machine

To: Jeffery Mountford
Dealer: Empire Machinery
Telephone:
E-Mail Address: jeffery.mountford@empire-cat.com

From: Caterpillar Insurance
E-Mail Address: equipmentprotectionplan@cat.com
Date: 2012-09-18 00:00:00
Quote Valid Until: 2013-03-17 00:00:00

Model	Serial Number	Extended Coverage	Premium/Fee USD
627	CEX00270	36 Months / 6,000 Hours Powertrain CPT Parts & Labor 6 Months Parts Deductible	17440

Additional Comments:
Must follow Caterpillar Certified Powertrain Rebuild Guidelines to qualify for CPT coverage.

NOTE: Coverage Start Date must be within 30 days of inspection date for valid enrollment.

Current Machine Hours (SMU):

Enrollment Process:

Use the on-line Machine Enrollment Registration (MER) or CLAIMSi to enroll the unit.
Use the on-line Service Information Management System (SIMS) to update the customer name and address information.

Signature of Authorized Agent:

Martin Smith

Thank you for your business!

2120 West End Avenue, Nashville, TN 37203
Toll Free: 1(800) 248-4228 Fax: (615) 341-8598

2011 Equipment Protection Plan Premium Schedule
01/01/11 Ed.
Caterpillar Confidential: Yellow

© 2011 Caterpillar Insurance



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

SOLD TO

CITY OF FLAGSTAFF
211 W ASPEN AVE
FLAGSTAFF AZ 86001-5399

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106

QUANTITY	ITEM	DESCRIPTION
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THANK YOU FOR THE OPPORTUNITY TO PRESENT THIS CERTIFIED POWER TRAIN PLUS REBUILD ESTIMATE. THIS IS AN ESTIMATE BASED ON HISTORICAL AVERAGES FOR A RUNNING MACHINE IN GOOD CONDITION. A FIRM QUOTE WILL BE GIVEN AFTER DISASSEMBLY AND INSPECTION OF ALL COMPONENTS, PARTS AND/OR CORES FOR EMPIRE EXCHANGE OR CAT REMAN ARE COMPLETED.

CATERPILLAR CERTIFIED CRITERIA AND REUSE GUIDLINES WILL BE USED TO DETERMINE THE CONDITION OF PARTS REUSED.

ALL MAJOR CASTINGS, MAIN FRAMES, GEARS, SHAFTS, HVC, HONING, HYDRAULIC RODS OR BARRELS ARE NOT INCLUDED IN THIS ESTIMATE.

MACHINE ROPS MUST CONTAIN NO HOLES DRILLED IN ROPS STRUCTURE. IF HOLES ARE PRESENT, ROPS MUST BE REPLACED.

BULLDOZERS, BUCKETS, COUPLERS, TRUCK BODIES, WATER TANKS, AND OTHER ATTACHMENTS ARE NOT INCLUDED IN CERTIFIED REBUILD PRICING, A SEPERATE ESTIMATE WILL BE ISSURED AT CUSTOMERS REQUEST.

CURRENT TURN TIME IS 8 WEEKS FROM MACHINE ARRIVAL AT EMPIRE SHOP.

REMOVAL AND INSTALLATION OF ANY FIRE SUPPRESSION WILL BE THE CUSTOMERS RESPONSIBILITY. ALL REMOVALS AND INSTALLS MUST BE CONTRACTED DIRECTLY TO CUSTOMER.

CATERPILLAR CERTIFIED PARTS CREDITS ARE AVAILABLE. AVAILABLE OPTIONAL PURCHASE OF EXTENDED POWER TRAIN WARRANTY.

MACHINES THAT EXCEED \$100,000.00 USD. WILL RECEIVE A MACHINE REBUILD INCENTIVE PAINT WITH DECAL AT NO CHARGE.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS ESTIMATE PLEASE CONTACT YOUR PRODUCT SUPPORT REPRESENTATIVE.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
 EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
AGMT/PSO/WO #	
EXPIRATION DATE	12/26/2012

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106

QUANTITY	ITEM	DESCRIPTION
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09 REMOVE & INSTALL RADIATOR

REMOVE AND INSTALL FRONT RADIATOR FOR RECONDITION.
 MISC. CHARGES REFLECT VENDOR CHARGES.

CPT.

TOTAL PARTS	939.40
TOTAL LABOR	1290.90
TOTAL MISC	1968.75
SEGMENT 09 TOTAL	4199.05

10 REMOVE & INSTALL ENGINE

REMOVE AND INSTALL FRONT ENGINE FOR RECONDITION

CPT.

TOTAL PARTS	1289.14
TOTAL LABOR	4617.45
TOTAL MISC	0.00
SEGMENT 10 TOTAL	5906.59

11 RECONDITION ENGINE

RECONDITION FRONT ENGINE. CPT REBUILD. MISC.
 CHARGES REFLECT AN AVERAGE AMOUNT OF ENGINE BLOCK
 SALVAGE LABOR AND DYNO CHARGES.

CPT.

TOTAL PARTS	27824.43
TOTAL LABOR	11917.00
TOTAL MISC	1625.00
SEGMENT 11 TOTAL	41366.43

12 RECONDITION RETARDER

RECONDITION RETARDER.

CPT.



SAFETY ▪ RESPECT ▪ INTEGRITY ▪ TEAMWORK
EXCELLENCE ▪ STEWARDSHIP ▪ ASTONISHMENT

ESTIMATE NUMBER	7153
CLIENT ORDER	
CLIENT NUMBER	0035203
DATE	09/27/2012
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MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	627G	0CEX00270	G8005	NOT CURRENT	P024106

QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	1152.56
TOTAL LABOR	1191.60
TOTAL MISC	0.00
SEGMENT 12 TOTAL	2344.16

13 REMOVE & INSTALL POWER PACK

REMOVE AND INSTALL REAR ENGINE MODULE FOR RECONDITION. ALL REAR POWER TRAIN HOSES. MISC. CHARGES REFLECT RADIATOR REBUILD COSTS.

CPT.

TOTAL PARTS	2058.17
TOTAL LABOR	3177.60
TOTAL MISC	2110.65
SEGMENT 13 TOTAL	7346.42

14 RECONDITION ENGINE

RECONDITION REAR ENGINE. CERTIFIED REBUILD. MISC CHARGES REFLECT AN AVERAGE AMOUNT OF ENGINE BLOCK SALVAGE LABOR AND DYNO CHARGES.

CPT.

TOTAL PARTS	24050.74
TOTAL LABOR	9136.00
TOTAL MISC	1250.00
SEGMENT 14 TOTAL	34436.74

15 REPLACE WIRING HARNESS

REPLACE TRACTOR AND SCRAPER MAIN FRAME HARNESSES, BATTERY CABLES, AND ELECTRICAL COMPONENTS AS NEEDED.

PLUS OPTION.



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TOTAL PARTS	4944.91
TOTAL LABOR	3376.20
TOTAL MISC	0.00
SEGMENT 15 TOTAL	8321.11

30 REMOVE & INSTALL TRANS & DIFFERENTIAL UNIT
REMOVE AND INSTALL FRONT TRANSMISSION AND
DIFFERENTIAL FOR RECONDITION.

CPT.

TOTAL PARTS	1191.12
TOTAL LABOR	1986.00
TOTAL MISC	0.00
SEGMENT 30 TOTAL	3177.12

31 RECONDITION TRANSMISSION
RECONDITION FRONT TRANSMISSION. MISC. CHARGES
REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE
WORK.

CPT.

TOTAL PARTS	10742.01
TOTAL LABOR	4965.00
TOTAL MISC	950.00
SEGMENT 31 TOTAL	16657.01

32 RECONDITION TRANSMISSION
RECONDITION REAR TRANSMISSION. MISC. CHARGES
REFLECTS AN AVERAGE AMOUNT OF SALVAGE MACHINE
WORK.

CPT.

TOTAL PARTS	7323.31
TOTAL LABOR	4120.95
TOTAL MISC	350.00
SEGMENT 32 TOTAL	11794.26



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QUANTITY	ITEM	DESCRIPTION
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33 REPLACE TRANSMISSION LINES/HOSES
REPLACE ALL FRONT POWER TRAIN OIL HOSES.

CPT.

TOTAL PARTS	1405.13
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 33 TOTAL	2398.13

34 REMOVE & INSTALL DIFFERENTIAL
REMOVE AND INSTALL REAR DIFFERENTIAL FOR RECONDITION.

CPT.

TOTAL PARTS	251.27
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 34 TOTAL	1244.27

35 RECONDITION DIFFERENTIAL
RECONDITION REAR DIFFERENTIAL.

CPT.

TOTAL PARTS	6285.96
TOTAL LABOR	1638.45
TOTAL MISC	150.00
SEGMENT 35 TOTAL	8074.41

36 RECONDITION DIFFERENTIAL
RECONDITION FRONT DIFFERENTIAL. MISC. CHARGES
REFLECT AN AVERAGE AMOUNT OF SALVAGE MACHINE WORK.

CPT.



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QUANTITY	ITEM	DESCRIPTION		
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TOTAL PARTS	8115.26
TOTAL LABOR	1539.15
TOTAL MISC	800.00
SEGMENT 36 TOTAL	10454.41

40 RECONDITION FINAL DRIVE
 RECONDITION BOTH FRONT FINAL DRIVES.

CPT.

TOTAL PARTS	4674.49
TOTAL LABOR	2697.80
TOTAL MISC	0.00
SEGMENT 40 TOTAL	7372.29

41 RECONDITION FINAL DRIVE
 RECONDITION BOTH REAR FINAL DRIVES.

CPT.

TOTAL PARTS	4674.49
TOTAL LABOR	2697.80
TOTAL MISC	0.00
SEGMENT 41 TOTAL	7372.29

42 REMOVE & INSTALL STEERING CYLINDER
 REMOVE AND INSTALL BOTH STEERING CYLINDERS FOR RESEAL. STEERING CYLINDER PINS WILL BE INSPECTED AND CUSTOMER WILL BE ADVISED IF REPLACEMENT IS NEEDED.

PLUS OPTION.

TOTAL PARTS	26.50
TOTAL LABOR	578.10
TOTAL MISC	0.00
SEGMENT 42 TOTAL	604.60

43 RECONDITION STEERING CYLINDER



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QUANTITY	ITEM	DESCRIPTION
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REBEARING/RESEAL BOTH STEERING CYLINDERS.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	706.40
TOTAL MISC	0.00
SEGMENT 43 TOTAL	1342.40

44 RECONDITION SERVICE BRAKE
RECONDITION ALL FOUR BRAKES.

PLUS OPTION.

TOTAL PARTS	19411.08
TOTAL LABOR	3972.00
TOTAL MISC	0.00
SEGMENT 44 TOTAL	23383.08

50 REMOVE & INSTALL BOWL LIFT CYLINDER
REMOVE AND INSTALL BOTH BOWL LIFT CYLINDERS FOR
RESEAL. PARTS COST REFLECTS REPLACEMENT OF LOWER
MOUNT PINS.

PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	1156.20
TOTAL MISC	0.00
SEGMENT 50 TOTAL	1421.20

51 RECONDITION BOWL LIFT CYLINDER
REBEARING/RESEAL BOTH BOWL LIFT CYLINDERS.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	706.40
TOTAL MISC	0.00
SEGMENT 51 TOTAL	1342.40



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QUANTITY	ITEM	DESCRIPTION		
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52 REMOVE & INSTALL EJECTOR CYLINDER
REMOVE EJECTOR CYLINDER FOR RESEAL.

PLUS OPTION.

TOTAL PARTS	15.90
TOTAL LABOR	385.40
TOTAL MISC	0.00
SEGMENT 52 TOTAL	401.30

53 RECONDITION EJECTOR CYLINDER
REBEARING/RESEAL EJECTOR CYLINDER.

PLUS OPTION.

TOTAL PARTS	477.00
TOTAL LABOR	441.50
TOTAL MISC	0.00
SEGMENT 53 TOTAL	918.50

54 REPLACE HYDRAULIC HOSES/LINES
REPLACE ALL COMMONLY WORN HYDRAULIC, STEERING, AND
CUSHION HITCH HOSES ON TRACTOR AND SCRAPER.

PLUS OPTION.

TOTAL PARTS	3566.49
TOTAL LABOR	2482.50
TOTAL MISC	0.00
SEGMENT 54 TOTAL	6048.99

55 REMOVE & INSTALL IMPLEMENT PUMP
REMOVE AND INSTALL IMPLEMENT PUMP FOR RECONDITION.

PLUS OPTION.



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QUANTITY	ITEM	DESCRIPTION
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TOTAL PARTS	318.00
TOTAL LABOR	289.40
TOTAL MISC	0.00
SEGMENT 55 TOTAL	607.40

56 RECONDITION IMPLEMENT PUMP
 RECONDITION IMPLEMENT PUMP.

PLUS OPTION.

TOTAL PARTS	742.00
TOTAL LABOR	1059.60
TOTAL MISC	0.00
SEGMENT 56 TOTAL	1801.60

57 REMOVE & INSTALL CUSHION HITCH PUMP
 REMOVE AND INSTALL CUSHION HITCH PUMP FOR
 RECONDITION.

PLUS OPTION.

TOTAL PARTS	58.30
TOTAL LABOR	99.30
TOTAL MISC	0.00
SEGMENT 57 TOTAL	157.60

58 RECONDITION CUSHION HITCH PUMP
 RECONDITION CUSHION HITCH PUMP.

PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	441.50
TOTAL MISC	0.00
SEGMENT 58 TOTAL	706.50

59 RECONDITION HYDRAULIC CONTROL VALVE
 RECONDITON ALL HYDRAULIC VALVES, WITH NEW SEALS,
 INCLUDING HYDRAULIC CONTROL, STEERING, CUSHION



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QUANTITY	ITEM	DESCRIPTION
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HITCH CONTROL VAVLES.

PLUS OPTION.

TOTAL PARTS	6201.52
TOTAL LABOR	3972.00
TOTAL MISC	0.00
SEGMENT 59 TOTAL	10173.52

60 REMOVE & INSTALL AUGER

REMOVE AND INSTALL AUGER HYDRAULIC DRIVE, MOTOR.
 AUGER AND LOWER BEARING. FOR RECONDITION.

PLUS OPTION.

TOTAL PARTS	265.00
TOTAL LABOR	2581.80
TOTAL MISC	0.00
SEGMENT 60 TOTAL	2846.80

61 RECONDITION AUGER DRIVE

RECONDITION AUGER HYDRAULIC DRIVE MOTOR.

PLUS OPTION.

TOTAL PARTS	636.00
TOTAL LABOR	883.00
TOTAL MISC	0.00
SEGMENT 61 TOTAL	1519.00

62 RECONDITION AUGER GEARBOX

RECONDITION AUGER GEAR BOX.

PLUS OPTION.

TOTAL PARTS	7275.20
TOTAL LABOR	1986.00
TOTAL MISC	0.00
SEGMENT 62 TOTAL	9261.20



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63 RECONDITION AUGER DRIVE
 RECONDITION LOWER AUGER DRIVE BEARING.
 PLUS OPTION.

TOTAL PARTS	2048.65
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 63 TOTAL	3041.65

64 REPLACE DRAFT FRAME TRUNNION
 REPLACE DRAFT ARM AND APRON TRUNNIONS AND LINKAGE
 AS NEEDED.
 PLUS OPTION.

TOTAL PARTS	4825.18
TOTAL LABOR	2979.00
TOTAL MISC	0.00
SEGMENT 64 TOTAL	7804.18

65 RECONDITION AUGER
 REPLACE SHOES AND CUTTING , WELD ANY CRACKS,
 REPLACE GUARD STRIPS.
 PLUS OPTION.

TOTAL PARTS	9828.46
TOTAL LABOR	4965.00
TOTAL MISC	0.00
SEGMENT 65 TOTAL	14793.46

66 RECONDITION AUGER
 RECONDION LOWER AUGER BEARING.NEW BEARINGS AND
 SEALS.
 MISC: IS FOR MACHINING.
 PLUS OPTION.



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TOTAL PARTS	749.46
TOTAL LABOR	993.00
TOTAL MISC	500.00
SEGMENT 66 TOTAL	2242.46

67 RECONDITION AUGER
 RECONDION AUGER FRAME AND SUPPORTS.
 PLUS OPTION.

TOTAL PARTS	0.00
TOTAL LABOR	7944.00
TOTAL MISC	0.00
SEGMENT 67 TOTAL	7944.00

70 RECONDITION CAB
 REPLACE SEAT, FLOORMAT, HEADLINER, AND ANY BROKEN
 OR DAMAGED INDICATORS, COVERS, OR CONTROLS.
 PLUS OPTION.

TOTAL PARTS	5464.30
TOTAL LABOR	1986.00
TOTAL MISC	250.00
SEGMENT 70 TOTAL	7700.30

71 RECONDITION AIR CONDITIONER
 RECONDITION A/C SYSTEM. ALL NEW HOSES, DRYER, AND
 COMPRESSOR.
 PLUS OPTION.

TOTAL PARTS	2150.75
TOTAL LABOR	1489.50
TOTAL MISC	250.00
SEGMENT 71 TOTAL	3890.25

72 RECONDITION HITCH
 RECONDION HITCH



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PLUS OPTION.

TOTAL PARTS	11848.42
TOTAL LABOR	11419.50
TOTAL MISC	6500.00
SEGMENT 72 TOTAL	29767.92

73 REPAIR LADDER/STEP
REPAIR OR REPLACE REAR STEPS AND OTHER DAMAGED SHEET METAL.

PLUS OPTION.

TOTAL PARTS	749.97
TOTAL LABOR	1489.50
TOTAL MISC	0.00
SEGMENT 73 TOTAL	2239.47

74 REMOVE & INSTALL BODY LINER
REPLACE PLASTIC LINER IN BOWL.

PLUS OPTION.

TOTAL PARTS	12960.78
TOTAL LABOR	2482.50
TOTAL MISC	0.00
SEGMENT 74 TOTAL	15443.28

7A CLEAN MACHINE
CLEAN MACHINE FOR REBUILD.

TOTAL PARTS	0.00
TOTAL LABOR	770.80
TOTAL MISC	0.00
SEGMENT 7A TOTAL	770.80

7B TEST/CHECK & ADJUST MACHINE
TEST AND ADJUST ALL PRESSURES, SETTINGS, AND CALIBRATIONS AFTER REBUILD.



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TOTAL PARTS	0.00
TOTAL LABOR	993.00
TOTAL MISC	0.00
SEGMENT 7B TOTAL	993.00

7C SERVICE EXTENDED WARRANTY EXTENDED WARRANTY
36MO/6000HR EMPIRE EXTENDED POWERTRAIN
WARRANTY. CUSTOM QUOTE FROM CAT INSURANCE.

SEGMENT 7C TOTAL 17440.00

7D REFILL MACHINE
REFILL AND TOP OFF FLUIDS AFTER RECONDION.

TOTAL PARTS	3195.90
TOTAL LABOR	297.90
TOTAL MISC	0.00
SEGMENT 7D TOTAL	3493.80

7E TRANSPORT MACHINE
ROUND TRIP FROM FLAGSTAFF LANDFILL TO EMPIRE MESA

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	1715.00
SEGMENT 7E TOTAL	1715.00



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ENVIRON. FEE	0.00
STATE/COUNTY TAX	17,330.10
CITY/OTHER TAX	4,154.48
TOTAL ESTIMATE	375,764.93
EXPIRATION DATE	12/26/2012

CONDITIONS:
 CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS NOT AN OFFER AND IS MERELY A QUOTATION OF PRICE SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. A "FIRM QUOTATION" MAY BE GIVEN TO CLIENT UPON REQUEST AND IN SUCH A CASE IS IRREVOCABLE FOR A PERIOD OF THIRTY (30) DAYS, AFTER WHICH TIME THE QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. EMPIRE OFFERS TO DISASSEMBLE AND INSPECT CLIENT'S EQUIPMENT FOR THE PURPOSE OF GIVING A QUOTATION ON PARTS AND/OR SERVICE NECESSARY TO THE REPAIR OF THE EQUIPMENT FOR THE PRICE LISTED HEREIN. (REASSEMBLY COSTS WILL BE SEPARATELY NEGOTIATED). CLIENT IS DEEMED TO HAVE ACCEPTED THIS OFFER BY DELIVERING HIS EQUIPMENT TO EMPIRE'S PREMISES FOR THE ABOVE-DESCRIBED PURPOSES. ACCEPTANCE REQUIRES PAYMENT OF THE DISASSEMBLY AND INSPECTION CHARGE WITHIN THIRTY (30) DAYS OF BILLING. THIS QUOTATION INCLUDES REBUILDING LABOR AND PARTS AS JUDGED BY US TO BE REQUIRED FOR SATISFACTORY PERFORMANCE. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED. IF ADDITIONAL CHARGES ARE ESTIMATED TO EXCEED THIS AMOUNT, CLIENT WILL BE NOTIFIED.