OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature	**Title** Partner
Printed Name Larry Jacobs	**Date** 6-22-12
Company Name Phillips Transmissions	**Telephone** 480-461-0304
Address 6427 E. Thomas Rd.	**City, State, Zip** Scottsdale, Az 85251

For clarification of this offer, contact:

Name: Larry Jacobs **Phone:** 480-461-0304 **Fax:** 480-461-0308

ACCEPTANCE OF OFFER
(For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for:

This contract shall henceforth be referenced to as Contract No. **PC-120417**. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 8th day of August 2012.

David Snider	Chairman	David Snider
Name (Print)	Title	Signature

Approved as to form:

Pinal County Attorney's Office

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

A. The submission of the bid did not involve collusion or other anti-competitive practices.

B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. The Responder 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 Submittal.

D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)

E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

F. **Intergovernmental Cooperative Purchasing**

The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.

Pursuant to PC-112217 Special Terms and Conditions, paragraph 5, titled Eligible Agencies (Cooperative Usage, Responder shall designate whether other governmental entities will be allowed to purchase from this contract:

Yes [X]

No [ ]

Phillips Transmissions
Firm

Authorized Signature

PINAL • COUNTY *wide open opportunity*	Addendum Acknowledgement Form	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address: http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____ 6-22-12
Signature Date

ADDENDUM NO. 2 Acknowledgement _____ 6-22-12
Signature Date

ADDENDUM NO. 3 Acknowledgement _____ 6-22-12
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Phillips Transmissions
Firm

_____
Authorized Signature

RESPONDERS CHECKLIST

	Yes/No
Did you **sign** your Offer sheet?	Yes
Did you acknowledge all addendums, if any?	Yes
Did you complete all required Response Forms?	Yes
Did you include your W-9 Form?	Yes
Did you include any necessary attachments?	Yes
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	Yes
Did you include one original and the required number of copies?	Yes
Did you follow the order for submissions of documents?	Yes
Did you include proof of insurance(s) if requested? - Available upon acceptance	No

Responder Name: PHILLIPS TRANSMISSIONS

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception and the total number of exceptions taken will negatively affect your evaluation score. Compliance to Terms & Conditions has been identified as an evaluation criteria for this Solicitation.

Any exception not contained within this section of the Solicitation will be deemed invalid and will not be considered.

Acceptability of Responses

Offers that do not include this completed Response Form or that do include an incomplete Response Form or that include a completed Response Form with unacceptable responses may cause the entire offer to be deemed unacceptable and therefore non-responsive.

1 Price

Responders shall complete the following pricing tables below.

1.1 **Parts (per Section 2.1.1 of the Statement of Work)**

Responder shall state the offered discount for parts in the table below. Pricing shall be a discount from list or published price. Using blank spaces in the tables below, Responder shall state additional discounts offered on other parts provided that could benefit Pinal County.

See Attached Price List

Prices are for rebuilt transmissions only, no other parts provided

Manufacturer	% Discount from List Price or Published Price	Source for Manufacturer's pricing (website, etc.)
Allis Chalmers		
Allmand		
Artic Cat		
Bear Cat		
Big Tex		
Blue Bird		
Broce		
Carson		
Case		
Caterpillar		

Chevrolet		
Crafco		
Dodge		
EZ-Go		
Fleming		
Ford		
Freightliner		
GMC		
Gorman Rupp		
Gravely		
Haul Mark		
Honda		
Hummer		
Hyster		
Ingersoll Rand		
International		
Interstate		
Isuzu		
Jeep		
John Deere		
Kenworth		
Kodiak		
Kubota		
Landa		
Mega		

Nissan		
Oldsmobile		
Pace		
Polaris		
Peterbilt		
Pontiac		
Porter		
Ranco		
Rosco		
Solar Tech		
Suzuki		
Towmaster		
Trail King		
Trail-Eze		
United Truck Equipment		
Vermeer		
Water Buffalo		
Western Star		
White/GMC		
Yale		
Other		
Other		
Other		
Other		
Expedited parts delivery fee (Fixed fee, not discount from list price)		

1.2 Scheduled maintenance and Minor service (per Section 2.1.2 of the Statement of Work)

Responder shall state the price for scheduled maintenance and minor service in the table below. **Prices for services listed below shall be all inclusive of parts, labor and fees.** Using blank spaces in the tables below, Responder shall state additional discounts offered on other services provided that could benefit Pinal County

Service	Price	Includes
Lube, oil & filter		
Tire rotation		
Scheduled maintenance (Include interval or number of miles)		
Wheel alignment – 2 wheel drive		
Wheel alignment – 4 wheel drive		
Wheel balance		
Transmission service		
Air conditioning/Heating service		
Brake inspection		
Brakes – Front pads only		
Power steering service		
Vehicle washing services		
Vehicle detailing services		
Windshield repair		
Window tinting		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		

1.3 Other services or major services (other than listed above in section 1.2)

Responder shall provide labor rates and fees listed below. Note: Any fees or rates not included will not be considered part of the final contract. Parts as needed for repairs may be charged in excess of labor rates/shop fees/etc. Parts shall be a discount from list price. Responders shall include such parts in section 1.1 pricing table above.

Description	Rate	Comment
Shop labor rate	**$75**	
Shop labor rate – after hours	**n/a**	
Field service call rate	**n/a**	
Field service call rate – after hours	**n/a**	
Mileage	**n/a**	
Hazardous Waste Fee	**None**	
Environmental Fee	**None**	
Shop supplies	**none**	
Other		
Other		
Other		
Other		
Other		

2 Capacity of Offeror

2.1. Responder shall provide:

2.1.1 Name, Title and email address of Primary Responder

Larry Jacobs, Partner **sales@phillipstrans.com**

2.1.2 Address, phone, fax and email address of Primary Servicing Office

6427 E Thomas Rd, Scottsdale AZ 85251

Phone: 480-461-0304

Fax: 480-461-0308

Email: sales@phillipstrans.com

2.1.3 Address, phone, fax and email address of additional Servicing Offices (if different than 2.1.2)

n/a

2.1.4 Name, Title and email address of Key Personnel assigned to Pinal County. Responders shall include a description of their responsibilities under the contract (Ordering, Billing, Customer Service, etc).

Larry Jacobs, Partner. sales@phillipstrans.com

Ordering, Billing and Customer Service

2.2 Responder shall provide general background information regarding their company. Responder shall describe in detail their overall experience in the industry relative to the Products and/or Services offered. Responders shall include at least three (3) references in this regard.

Phillips Transmission has been in operation for 7 years as a wholesale & fleet transmission specialist. Main techs in industry for 15-20 years.

See attached references.

2.3 Responder shall describe the services or materials offered in response to Section 2 - General Requirements in the Statement of Work on page 11 of the Request for Proposal (Section 2.1.2).

Rebuild/repair of light and medium duty vehicle transmissions.

2.3.1 Responder will indicate which flat rate manual will be used that is compatible with the vehicle or equipment being serviced. Include Name, Date and Volume.

Mitchell

2.4 Responder shall describe their compliance with Section 3 – Specific Requirements in the Statement of Work on page 11 of the Request for Proposal.

2.4.1 Certified as a manufacturer's authorized service facility – indicate which manufacturers. Responders shall include a copy of the certification or include a letter from the manufacturer.

None

2.4.2 Certification of technicians – indicate which certifications (ASE, etc). Responders shall include a copy of the certifications as applicable.

None

2.4.3 Service hours of operation

Mon – Fri; 8:00 am – 5:00 pm

2.4.4 Responder shall describe how service trucks are generally equipped in order to comply with the Scope of Work.

n/a

2.5 Responder shall indicate which County locations (cities) they will provide on-site services and repairs per Section 3.1.3 of the Statement of Work (for example, a Coolidge vendor may want to provide services to Coolidge and Florence only).

Responder Response (if applicable)

2.6 Responders shall indicate the types of vehicles your facility can repair:

2.6.1	Light Duty Vehicles (1 ton and below):	[x]
2.6.2	Medium Duty Vehicles (1-1/2 ton to 26,000 GVW):	[x]
2.6.3	Heavy Duty Vehicles (26,000 GVW and Heavier):	[ ]
2.6.4	Heavy Equipment (Off Road):	[ ]

2.7 Responder shall specify which of the Fleet Maintenance yards to which they would provide expedited parts delivery service. See Exhibit 1 for a list of locations. Include any fees associated with expedited delivery on price list in Section 1.1.

2.7.1 Location

Pick up/Will Call, Delivery or Shipping available

2.7.2 Frequency

Responder Response (if applicable)

2.7.3 Same day delivery

Responder Response (if applicable)

3 Method of Approach

3.1 Responder shall describe in detail their methodology in providing any inventory replacement program, scheduled maintenance program, etc. (if offered), to assist and improve the scheduling of general maintenance and upkeep of vehicles and equipment in accordance with Statement of Work paragraph 3.3.

n/a

4 Conformance to Terms and Conditions and Statement of Work

Response Form Responses

Phillips Transmissions have read, understand, and shall comply with all Terms and Conditions and Scope of Work. Responders that accept the County's Terms and Conditions and Instructions shall check **YES** or **NO** to clearly indicate their acceptance. Responders who take exception to the County's Terms and Conditions and Scope of Work shall likewise clearly indicate their exception and provide Responder's suggested language.

__X__**YES**, I acknowledge that I have read and understand all Terms and Conditions and the Scope of Work and will comply in any resultant contract.

_____**NO**, I acknowledge that I have read, understand all Terms and Conditions and the Scope of Work and will comply in any resultant contract with the exceptions listed below.

Exceptions (If checked NO)

Responders that take exception to any Terms and Conditions or Scope of Work shall justify their exception as well as proposing any changes to the County's language with the Responder's suggested changes clearly indicated. Additional pages may be added so long as they are clearly referenced in the spaces provided. Please note that taking exception to any Terms and Conditions or Scope of Work may affect your evaluation score. Both the number of exceptions and the severity of the exceptions can affect your score and may have you deemed non-responsive for this solicitation.

Cite the specific Term and Condition for which an exception is taken: ***n/a***

Responder's justification for the exception: n/a

Responder's suggested changes: Prices quoted in next page are for a 12 Month/12,000 Mile warranty on rebuilt transmissions. Longer warranties are available. Please advise if you prefer a quote on longer warranty options.

REFERENCES:

MARICOPA COUNTY
EQUIPMENT SERVICES
3325 W. DURANGO STREET
PHOENIX, AZ 85009
602-506-4666.. ATT:JOHN W

SALT RIVER PROJECT
998 W WASHINGTON
TEMPE, AZ 85281
602-236-4100; ATTN: JOANNE

FLEET SERVICES
TOWN OF GILBERT
525 N. LINDSAY RD
GILBERT, AZ 85234
480-503-6453; ATTN: MITCH

*** SEE PRICE SHEET FOLLOWING ***

PHILLIPS TRANSMISSIONS

6427 E Thomas Rd
Scottsdale, AZ 85251

480-461-0304
800-757-0304

QUICK REFERENCE PRICE SHEET

Pinal County: Addendum; RFP PC-120417

FORD

A4LD – '99 Down 825
AX4N 1095
AOD 715
AX4S 995
CD4E (FWD) 1050
E4OD.....DSL $1,195..... ...Gas...1095
4R100.....DSL $1,295..... .....Gas ..1195
4R44E / 4R55E ...(w/ Solenoids)..... 1295
4R70W / AODE 1050
4R70E / 4R75E / 4R75W 1525
5R55E .....(w/ Solenoids) 1295
5R55 N/S/W.....(w/ Solenoids)..... 1525
5R110W 1550

CHRYSLER - DODGE

518 / 46RE w/ cooler 1145
42RE / 44RE w/ cooler 1145
42LE / 606 w/ cooler 1145
45RFE 1300
46RE w/ cooler 1145
47RE (DSL) 1195
48RE 1500
604 925
670 715

ACURA – HONDA

BAXA 1150
BMXA 1050
BYBA 1500
B7TA 1250
B7XA 1150
MPYA 1425

BMW

ZF5HP19 (+ Hard Parts) ..... 1650+
ZF5HP24 (+ Hard Parts) ..... 1500+

MERCEDES

722.6 (+ Hard Parts) ..... 1650+HP

GENERAL MOTORS

125 – '97 down 595
350 L/U 575
440T4 795
400 715
700R4...+ new TV Cable required 715
4L60E 850
4L80E 1295
4T60E 1050
4T65E 1050
4T80E – 1650 '98 up ..... '97down 1375
LCT 1000 (Allison) 1500
TAAT (Saturn) 1175

ISUZU

4L30E 1275
4L60E 850

NISSAN

RE4F04A +cooler 995
RE4R01A – '98 Down + cooler 1150
RE4R01A – '99 Up +cooler 1375
RL4R01A +cooler 1045

TOYOTA

A140 1150
A340 – V6 1150
A340 – 4Runner & Pick UP – 4x4 . 1375 +HP
A341 ..... 1375 +HP
U140E (+ Hard Parts) ..... 1250 +HP

MISC

AT545 (Allison) (+Hard Parts) ..... 1325+HP

Phillips can install the transmission for an additional $385 on most common vehicles.
Luxury and commercial vehicles may be additional.

Above pricing includes a 12 Month / 12,000 Mile Warranty and a Torque Converter.
Prices shown are a sampling of available transmissions. Please call for specific vehicle and pricing.
Other conditions may apply, please ask for details.