



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

⊙ Award ○ Contract ○ Grant

Requested Board Meeting Date: March 20, 2018

\* = Mandatory, information must be provided

or Procurement Director Award

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

Multiple Contractors - See Purpose

**\*Project Title/Description:**

Automotive Truck and Off Road Tires

**\*Purpose:**

Award: Multiple Master Agreements (see below) for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Fleet Services

**Group A: Automotive Passenger Tires**

*Primary Vendor:*

Purcell Tire & Rubber Company  
D.B.A. Purcell Western States Tires

*Secondary Vendor:*

American Tire Distributors

**Master Agreement**

**Annual Award Amount**

MA-PO-18-260 \$224,800.00

MA-PO-18-264 \$ 56,200.00

**Group B: Light Trucks/SUV Tires**

*Primary Vendors:*

Bridgestone Americas, Inc. D.B.A. Bridgestone Americas Tire Operations, LLC  
D.B.A. GRC Tire Service

*Secondary Vendor:*

Purcell Tire & Rubber Company  
D.B.A. Purcell Western States Tires

**Master Agreement**

**Annual Award Amount**

MA-PO-18-261 \$200,000.00

MA-PO-18-260 \$ 50,000.00

**Group C: Medium/Heavy Truck Tires**

*Primary Vendor:*

Best Drive LLC

*Secondary Vendor:*

Purcell Tire & Rubber Company  
D.B.A. Purcell Western States Tires

**Master Agreement**

**Annual Award Amount**

MA-PO-18-262 \$125,600.00

MA-PO-18-260 \$ 31,400.00

**Group D: Off Road and Heavy Equipment Truck Tires**

*Primary Vendor:*

Purcell Tire & Rubber Company  
D.B.A. Purcell Western States Tires

*Secondary Vendor:*

American Tire Distributors

**Master Agreement**

**Annual Award Amount**

MA-PO-18-260 \$ 50,400.00

MA-PO-18-264 \$ 12,600.00

**Group E: Farm/Turf/Golf Carts/Trailer Tires**

*Primary Vendor:*

American Tire Distributors

*Secondary Vendor:*

Redburn Tire Company

**Master Agreement**

**Annual Award Amount**

MA-PO-18-264 \$ 63,200.00

MA-PO-18-263 \$ 15,800.00

Procure Dept 03-07-18 PM 1:55

**Group F: Tubes and Wheels****Master Agreement****Annual Award Amount***Primary Vendor:*

Redburn Tire Company

MA-PO-18-263

\$ 900.00

*Secondary Vendor:*

American Tire Distributors

MA-PO-18-264

\$ 400.00

Total Annual Award Amount

**\$831,300.00****\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 284818 was conducted. Ten (10) responses were received. Two (2) were deemed non-responsive. Award is to the lowest, responsive and responsible bidders. This award includes the authority for the Procurement Department to reallocate the annual award amount among the contracts considering actual usage and anticipated requirements without further action by the Board of Supervisors provided the sum of the revised contract amounts does not exceed the annual award amount.

PRCUID: 284818

Attachments: Notice of Recommendation for Award and Master Agreements

**\*Program Goals/Predicted Outcomes:**

To establish multiple contracts to acquire various tires automotive passenger, heavy equipment, carts etc... to maintain fleet vehicles and equipment in a safe operation and performance standards.

**\*Public Benefit:**

Contract will benefit the public by providing Pima County (County) vehicles with cost effective quality products and service. The quality product and service will reduce the down-time of County vehicles requiring tires while maintaining safety and liability of County vehicles and equipment.

**\*Metrics Available to Measure Performance:**

The available metrics used to measure Contractor's performance will be availability of product and delivery times of tires. To measure by analyzing the downtime of the vehicle to the time of Contractor's delivery of tires. Measure the amount of for delivery of tires stock versus non-stock.

**\*Retroactive:**

No

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): See Purpose

Effective Date: 06/19/2018 Termination Date: 06/18/2019 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$\* 831,300.00  Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Fleet Internal Services Fund

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No

\*Is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were Insurance or indemnity clauses modified?  Yes  No

If Yes, attach Risk's approval

Vendor is using a Social Security Number?  Yes  No

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense or  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included?  Yes  No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards)  Award  Amendment

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

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources?  Yes  No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Maria Julia Canizales, CPPB *Maria Julia Canizales* *Anchor*

Department: Procurement *Mag* 3/1/18 Telephone: 724-8167

Department Director Signature/Date: *Raul Ochotorena* 3-2-2018

Deputy County Administrator Signature/Date: *Jon Burke* 3-8-18

County Administrator Signature/Date: *Col. [Signature]* 3/7/18  
(Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: March 1, 2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 284818 for Automotive Truck and Off Road Tires that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after March 20, 2018.

The recommendation for award is the lowest, responsive and responsible bidders for each group as follows:

<u>AWARDEE NAMES</u>	<u>GROUPS</u>	<u>AWARD AMOUNT</u>
American Tire Distributors, Inc.	<u>Primary:</u> E <u>Secondary:</u> A, D & F	\$132,400.00 (includes sales tax)
Best Drive, LLC	<u>Primary:</u> C	\$125,600.00 (includes sales tax)
Bridgestone Americas, Inc. D.B.A. Bridgestone Americas Tire Operations, LLC D.B.A. GRC Tire Service	<u>Primary:</u> B	\$200,000.00 (includes sales tax)
Purcell Tire & Rubber Company D.B.A. Purcell's Western States Tire	<u>Primary:</u> A & D <u>Secondary:</u> B & C	\$356,600.00(includes sales tax)
Redburn Tire Company	<u>Primary:</u> F <u>Secondary:</u> E	\$16,700.00 (includes sales tax)
<b>Total Annual Award:</b>		<b>\$831,300.00 (includes sales tax)</b>

See Attachment A: Tabulation for IFB 284818 for bid amounts.

Issued by: Maria Julia Canizales

Telephone Number: (520) 724-8167

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

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**Attachment A:  
Tabulation for  
IFB 284818**

**Automotive, Truck and Off Road Tires**

<b>Contractors</b>	<b>Group A</b>	<b>Group B</b>	<b>Group C</b>	<b>Group D</b>	<b>Group E</b>	<b>Group F</b>
American Tire Distributors	\$268,452.10	\$258,625.50	\$162,943.34	\$62,902.66	\$70,987.02	\$1,122.36
Best Drive, LLC	No-Bid	\$256,931.46	\$142,356.64*	No-Bid	No-Bid	No-Bid
Bridgestone Americas, Inc. D.B.A. Bridgestone Americas Tire Operations, LLC D.B.A. GRC Tire Service	\$275,118.30*	\$226,547.12	\$156,420.70	\$69,354.42	\$98,756.00	\$1,710.00
Omnisource United, Inc.	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive
O'Rielly Chevrolet, Inc. D.B.A. O'Rielly Motor Company	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive	Non-Responsive
Purcell Tire & Rubber Company D.B.A. Purcell Western States Tire	\$255,679.80	\$235,910.20	\$150,648.00	\$57,342.88	\$95,667.04	\$1,416.72
Redburn Tire Company	\$272,865.30	\$255,986.22	\$167,520.62	\$69,934.70	\$79,012.00	\$1,104.00
Tire Centers West (BFG Tires)	No-Bid	\$265,150.76*	\$177,902.64	Non-Responsive	\$116,807.50*	No-Bid
Tire Centers West (Hankook Tires)	No-Bid	\$235,949.96	\$162,857.04	Non-Responsive	\$116,837.50*	No-Bid
Tire Centers West (Michelin Tires)	No-Bid	\$270,733.90	\$252,185.98	Non-Responsive	\$116,807.50*	No-Bid

Note: \*Bid amount as shown includes corrections



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000260

MA Version: 1

Page: 1 of 3

Description: Automotive Truck & Off Road Tires Primary A&D Secondary B &C

<b>I S S U E R</b>	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MARIA CANIZALES <b>Phone:</b> 5207248167 <b>Email:</b> maria.canizales@pima.gov</p>
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<b>T E R M S</b>	<p><b>Initiation Date:</b> 06-19-2018 <b>Expiration Date:</b> 06-18-2019</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px;"><b>\$356,600.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px;"><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$356,600.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$356,600.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

<b>V E N D O R</b>	<p><b>Purcell Tire &amp; Rubber Company</b> <b>DBA: Purcell's Western States Tire</b> <b>210 W MAGEE RD</b> <b>TUCSON AZ 85704</b></p>	<p><b>Contact:</b> FRANK GARCIA <b>Phone:</b> 520-797-9104 <b>Email:</b> manager75@purcelltire.com <b>Terms:</b> 4.00 % <b>Days:</b> 10</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	Standard Ground
<b>FOB:</b>	FOB Dest, Freight Prepaid
<p><b>Modification Reason</b> Award of contract for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) with four (4) one-year renewal options. Attachment: Offer Agreement.</p>	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 180000000000000260

MA Version: 1

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Line	Description					
1	Goodyear Assurance Fuel Max 738523571					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$57.00			
3	Goodyear Eagle RSA 732026500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$120.00			
4	Goodyear Eagle RSA 732297500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$107.50			
5	Goodyear Eagle RSA 732523500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$116.00			
6	Goodyear Eagle RSA 732354500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$92.50			
9	Goodyear Assurance Fuel Max 738571571					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$72.00			
10	Goodyear Eagle Sport A/S 109058366					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$113.49			
11	Goodyear Wrangler SRA 179 636 492 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$125.00			
12	Goodyear Wrangler MTR 750 707 326 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$185.00			
13	Goodyear Fierce MT 357 368 294 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$164.51			
14	Goodyear Wrangler SRA 183 540 418 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$113.00			
15	Goodyear Wrangler trail runner 741 126 680 Secondary Group B					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$90.96			
16	Goodyear Wrangler HT 744 395 900(Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$115.00			
17	Goodyear Wrangler trail runner 741 067 680 Secondary Group B					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$113.00			
18	Goodyear Wrangler SRA 179 469 492 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$125.00			
19	Goodyear Wrangler SRA 179 040 436 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$159.00			
20	Goodyear Wrangler trail runner 742 646 680 Secondary Group B					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$172.95			
21	Goodyear Wrangler HT 744 826 802 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$116.00			
22	Goodyear Wrangler SRA 183 106 436 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$114.92			



# MASTER AGREEMENT DETAILS

Master Agreement No: 180000000000000260

MA Version: 1

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Line	Description					
23	Goodyear Wrangler fortitude 157 089 622 (Secondary Group B)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$118.70			
24	Goodyear Wrangler trial runner 742 104 681 Secondary Group B					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$128.00			
26	Goodyear Wrangle trail runner 742 661 681 Secondary Group B					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$142.00			
27	Goodyear Wrangler SRA 179 136 436 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$140.00			
28	Goodyear Wrangler HT 744 725 502 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$119.00			
29	Dunlop SP 461 271 127 053 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$215.00			
30	Dunlop SP 348 271 124 002 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$200.00			
32	Goodyear Marathon RSA 138 179 737 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$280.00			
33	Goodyear Workhorse MSA 138 799 689 Secondary Group C					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$300.00			
34	Goodyear G289 756 141 613 (Secondary Group C)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$375.00			
35	Solideal Backhoe 21007980					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250.00			
36	Solideal SMC1 101110381					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$180.00			
37	Michelin XTLA 04118					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,104.40			
38	Galaxy XD 2010R4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$142.22			
39	Goodyear GGL DL2A 125901630					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$825.00			
40	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	45.0000 %		\$0.00			
41	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	50.0000 %		\$0.00			
42	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	51.0000 %		\$0.00			
43	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	28.0000 %		\$0.00			



**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with automotive, truck, off road equipment and golf cart tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder (per group or line item) meeting all specifications, terms and conditions. The Secondary award will be to the next lowest bids, responsive, responsible bidders (per group or line item) meeting all specifications, terms and conditions. Secondary Contractor will be used when the Primary Contractor cannot provide the parts or service within the term of the contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement
1	Contractor must be an authorized seller of tires for a minimum of three (3) consecutive years. <b>Business license/documents must be attached.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. <b>Provide Address of Tucson location:</b> <u>1515 E. Ajo Way, Tucson, AZ 85713</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Provide Pima County with a variety of tires, tire sizes, tubes and wheels list on the pricing page or equivalent. All items must be bid in each group to be deemed responsive for that group.

- a. Contractor must provide documentation if submitting and equivalent tire. Documentation must include the following:
  - Department of Transportation grade for tread
  - Temperature
  - Traction and speed rating generally located on the tire tag
  - Tire identification number on the sidewall of the tire.

- b. Contractor must have a local (located within Tucson Metropolitan area) and Fleet Services (Fleet), may at times pick up tires/products at the local facility on an as-needed basis.
- c. Contractor must provide all in-stock tires ordered delivered on or before two (2) hours from notification of order placed by Fleet via e-mail or fax. If Contractor does not have tire in-stock, delivery must be made within a twenty-four (24) hour period from the time of the order, unless other arrangements are agreed upon by Fleet.
- d. Contractor must replace defective tires and products at no cost to Pima County. Fleet will notify contractor of defective product, at a mutually acceptable time Fleet and Contractor will meet to review defective product. Contractor will provide Fleet Services a determination within seventy-two hours (72) after meeting with Fleet.
- e. Pima County will contact Contractor to arrange a mutually agreeable time to return new, unused tires to Contractor for a full refund within a twelve (12) month period. A full refund (credit) will be issued within thirty (30) days of receipt of returned tires/products."
- f. Contractor must detail invoice according to the agreement, identification of the tire or product, quantity, and pricing plus applicable sales tax.
- g. **No additional fees (F.E.T taxes, surcharges for fuel, shop/environment fees, etc.) will be allowed.**
- h. Contractor shall provide all unit prices be quoted Free on Board (FOB) destination – except for non-stocked parts or where authorized Fleet personnel requests a premium freight method for quicker delivery of tires/product(s).
- i. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Any relevant supporting data or documents must be provided upon demand County.
- j. Contractor is a required to deliver at no additional charge to County. Contractor will be required to pick up used tires from the Contractor's group upon delivery of that day's stock order and to dispose of the used tires properly
- k. Contractor's deliveries must be made to the following locations but not limited to the following locations:
 

<p>Pima County Fleet Services Parts Department 1291 S. Mission Rd Tucson, AZ 85713</p> <p>Pima County Fleet Services Parts Department 3355 N. Dodge Blvd. Tucson, AZ 85716</p>	<p>Pima County Fleet Services Parts Department 4700 S. Houghton Rd. Tucson, AZ 85730</p>
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- l. Contractor must deliver between the hours of operation 7:00 am to 3:30 pm, Monday through Friday, excluding County holidays.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO, or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

**ALL** invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

**Standard Early Payment Discount Percent:** N/A % if payment tendered within \_\_\_\_\_ Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions, and Offer Agreement*. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

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

Define delivery locations;

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Pima County Fleet Services Parts Department  
4700 S. Houghton Rd.  
Tucson, AZ 85730

Pima County Fleet Services Parts Department  
3355 N. Dodge Blvd.  
Tucson AZ 85716

Contractor guarantees delivery of product or service in less than 2 hours after issue date and time of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 284818 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: NONE**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	2-1-18				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

15. **BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** Purcell Tire & Rubber Company

**BUSINESS ALSO KNOWN AS:** Purcell Tire & Service Center, Purcell Tire Co., Tires@Wholesale, Purcell's Western States Tire

**MAILING ADDRESS:** 1515 E. Ajo Way

**CITY/STATE/ZIP:** Tucson, AZ 85713

**REMIT TO ADDRESS:** P. O. Box 503649

**CITY/STATE/ZIP:** St. Louis, MO 63150-3649

**CONTACT PERSON NAME/TITLE:** Mark Laster/General Manager

**PHONE:** (520) 623-5766 **FAX:** (520) 628-8332

**CONTACT PERSON EMAIL ADDRESS:** mark.laster@purcelltire.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** mark.laster@purcelltire.com

**CORPORATE HEADQUARTERS ADDRESS:** 301 N. Hall St., Potosi, MO 63664

**WEBSITE:** www.purcelltire.com

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

**SIGNATURE:** 

**DATE:** February 7, 2018

Mark Laster General Manager  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** (520) 623-5766

**County Attorney Contract Approval "As to Form":**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.



In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

#### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

#### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

#### **20. PATENT INDEMNITY:**

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

#### **21. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

#### **22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

#### **40. SUBCONTRACTORS:**

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

#### **41. SEVERABILITY:**

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

#### **42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

#### **43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

#### **44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

### **END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page (6 Pages)****UNIT PRICES (Net 30-day Payment Terms)****Group A: Automotive Passenger Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Bridgestone Ecopia EP422 P185/65R15 or equivalent	Goodyear Assurance Fuel Max	738523571	70	EA.	\$ 57.00	\$ 3,990.00
2	Goodyear Eagle RS-A Pursuit P245/55R18 or equivalent	Goodyear Eagle RSA	732026500	400	EA.	\$ 120.00	\$ 48,000.00
3	Firestone FireHawk GT Pursuit P245/55R18 or equivalent	Goodyear Eagle RSA	732026500	500	EA.	\$ 120.00	\$ 60,000.00
4	Firestone FireHawk GT Pursuit P235/55R17 or equivalent	Goodyear Eagle RSA	732297500	120	EA.	\$ 107.50	\$ 12,900.00
5	Firestone FireHawk GT Pursuit P265/60R17 or equivalent	Goodyear Eagle RSA	732523500	750	EA.	\$ 116.00	\$ 87,000.00
6	Firestone FireHawk GT Pursuit P225/60R16 or equivalent	Goodyear Eagle RSA	732354500	70	EA.	\$ 92.50	\$ 6,475.00
7	Goodyear Eagle RS-A Pursuit P235/55R17 or equivalent	Goodyear Eagle RSA	732297500	70	EA.	\$ 107.50	\$ 7,525.00
8	Goodyear Eagle RS-A Pursuit P265/60R17 or equivalent	Goodyear Eagle RSA	732523500	200	EA.	\$ 116.00	\$ 23,200.00
9	Bridgestone Ecopia EP422 P215/60R16 or equivalent	Goodyear Assurance Fuel Max	738571571	60	EA.	\$ 72.00	\$ 4,320.00
10	Goodyear Eagle Sport P225/45R18 or equivalent	Goodyear Eagle Sport A/S	109058366	20	EA.	\$ 113.49	\$ 2,269.80
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group A SUB-TOTAL BID</b>	
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>							

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group B: Light Trucks/SUV Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
11	Firestone Transforce H/T LT245/75R17 or equivalent	Goodyear Wrangler SRA	179 636 492	140	EA.	\$ 125.00	\$ 17,500.00
12	BF Goodrich A/T KO2 LT245/75R17 or equivalent	Goodyear Wrangler MTR	750 707 326	150	EA.	\$185.00	\$ 27,750.00
13	BF Goodrich A/T KO2 LT265/70R17 or equivalent	Goodyear Fierce MT	357 368 294	300	EA.	\$ 164.51	\$ 49,353.00
14	Bridgestone Dueler H/T P255/70R17 or equivalent	Goodyear Wrangler SRA	183 540 418	160	EA.	\$ 113.00	\$ 18,080.00
15	Bridgestone Dueler A/T P235/75R17 or equivalent	Goodyear Wrangler Trail Runner	741 126 680	60	EA.	\$ 90.96	\$ 5,457.00
16	Bridgestone Duravis LT245/75R16 or equivalent	Goodyear Wrangler HT	744 395 900	120	EA.	\$ 115.00	\$ 13,800.00
17	Firestone Destination A/T P255/70R17 or equivalent	Goodyear Wrangler Trail Runner	741 067 680	12	EA.	\$ 113.00	\$ 1,356.00
18	Firestone Transforce H/T LT245/70R17 or equivalent	Goodyear Wrangler SRA	179 469 492	60	EA.	\$ 125.00	\$ 7,500.00
19	Goodyear Wrangler SR-A LT265/70R18 or equivalent	Goodyear Wrangler SRA	179 040 436	150	EA.	\$ 159.00	\$ 23,850.00
20	BF Goodrich A/T KO2 LT265/70R18 or equivalent	Goodyear Wrangler Trail Runner	742 646 680	40	EA.	\$ 172.95	\$ 6,918.00
21	Firestone Transforce H/T LT235/75R15 or equivalent	Goodyear Wrangler HT	744 826 802	50	EA.	\$ 116.00	\$ 5,800.00
22	Goodyear Wrangler SR-A P265/70R17 or equivalent	Goodyear Wrangler SRA	183 106 436	30	EA.	\$ 114.92	\$ 3,447.60
23	Hankook Dynapro A/T RF08 P235/75R17 or equivalent	Goodyear Wrangler Fortitude	157 089 622	20	EA.	\$ 118.70	\$ 2,374.00
24	Firestone Transforce A/T 2 LT245/75R17 or equivalent	Goodyear Wrangler Trail Runner	742 104 681	88	EA.	\$ 128.00	\$ 11,264.00
25	Firestone Transforce H/T LT265/70R18 or equivalent	Goodyear Wrangler SRA	179 040 436	100	EA.	\$ 159.00	\$ 15,900.00
26	Bridgestone Dueler A/T LT265/70R17 or equivalent	Goodyear Wrangler Trail Runner	742 661 681	180	EA.	\$ 142.00	\$ 25,560.00
						<b>Group B</b>	
						<b>SUB-TOTAL BID</b>	<b>\$ 235,910.20</b>

FOB Destination/Unloaded; include cost of freight in unit price.

Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

**Attachment A: Pricing Page (continued)****UNIT PRICES (Net 30-day Payment Terms)****Group C: Medium/Heavy Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	Firestone Transforce H/T LT235/80R17 or equivalent	Goodyear Wrangler SRA	179 136 436	20	EA.	\$ 140.00	\$ 2,800.00
28	Bridgestone Duravis LT235/85R16 or equivalent	Goodyear Wrangler HT	744 725 502	12	EA.	\$ 119.00	\$ 1,428.00
29	Goodyear G622 RSD 225/70R19.5 14 PLY or equivalent	Dunlop SP 461	271 127 053	14	EA.	\$ 215.00	\$ 3,010.00
30	Hankook AH11 225/70R19.5 12 PLY or equivalent	Dunlop SP 348	271 124 002	12	EA.	\$ 200.00	\$ 2,400.00
31	Hankook DH07 225/70R19.5 14 PLY or equivalent	Dunlop SP 461	271 127 053	14	EA.	\$ 215.00	\$ 3,010.00
32	Hankook AH37 11R22.5 16 PLY Conventional or equivalent	Goodyear Marathon RSA	138 179 737	150	EA.	\$ 280.00	\$ 42,000.00
33	Hankook AM06 11R22.5 16 PLY Traction or equivalent	Goodyear Workhorse MSA	138 799 689	220	EA.	\$ 300.00	\$ 66,000.00
34	Hankook AM09 315/80R22.5 Conventional or equivalent	Goodyear G289	756 141 613	80	EA.	\$ 375.00	\$ 30,000.00
						<b>Group C SUB-TOTAL BID</b>	<b>\$ 150,648.00</b>

**FOB Destination/Unloaded; include cost of freight in unit price.**

**Although County will pay taxes IF applicable, do NOT include sales tax in unit price.**

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group D: Off Road and Heavy Equipment Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
35	Solideal Backhoe SL R4 12.5/80X18 or equivalent	Solideal Backhoe	21007980	30	EA.	\$ 250.00	\$ 7,500.00
36	Solideal Compactor SM C1 7.50-15 or equivalent	Solideal SMC1	101110381	4	EA.	\$ 180.00	\$ 720.00
37	Bridgestone VUT G-2 TL 17.5R25 or equivalent	Michelin XTLA	04118	35	EA.	\$ 1104.40	\$ 38,654.00
38	Firestone Regency AG 12-16.5 or equivalent	Galaxy XD 2010R4	111266	4	EA.	\$ 142.22	\$ 568.88
39	Solideal 20.5X25 Radial or equivalent	Goodyear GGL DL2A	125901630	12	EA.	\$ 825.00	\$ 9,900.00
<p><b>FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<p><b>Group D SUB-TOTAL BID</b></p>	<p><b>\$ 57,342.88</b></p>



**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group E: Farm/Turf/Golf Carts/Trailer Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
40	Carlisle Tire 18.5X8.50-8 or equivalent	Towmaster HS Trailer	TS 0092	140	EA.	\$ 36.47	\$ 5,105.80
41	Goodyear Marathon Trailer Tire ST235/80R16 or equivalent	Master Track UN203	HF-ST45	150	EA.	\$ 56.58	\$ 8,487.00
42	Hankook F19 Trailer Tire 7.50R16 or equivalent	Hankook F19A	2000863	300	EA.	\$ 193.99	\$ 58,197.00
43	Samson Trailer Tire ST205/90R15 or equivalent	Primex Spl Trlr	422747	160	EA.	\$ 84.21	\$ 13,473.60
44	Hi Run JK42 Trailer Tire ST205/75R15 or equivalent	Master Track UN203	HF-ST42	60	EA.	\$ 39.04	\$ 2,342.40
45	Hi Run JK42 Trailer Tire ST225/75R15 or equivalent	Master Track UN203	HF-ST44	120	EA.	\$ 47.10	\$ 5,652.00
46	Samson GL283A 235/75R17.5 or equivalent	Hankook TH22	3002306	12	EA.	\$ 200.77	\$ 2,409.24
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b>  <b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<b>Group E</b>	<b>\$ 95,667.04</b>
						<b>SUB-TOTAL BID</b>	

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group F: Tubes and Wheels (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
47	700/750R15/16 Tube includes Liner PN TU02409	AirLoc	TU 02409	6	EA.	\$ 12.26	\$ 73.56
48	ST205/75R14 Tire and Wheel Assy. PN ASB1002	Nanco	A738214WM	6	EA.	\$ 108.95	\$ 653.70
49	ST205/75R15 Tire and Wheel Assy. PN ASB1004	Nanco	A738415WS	6	EA.	\$ 114.91	\$ 689.46
<b>Group F</b>						<b>SUB- TOTAL BID</b>	<b>\$ 1,416.72</b>

**FOB Destination/Unloaded; include cost of freight in unit price.**

**Although County will pay taxes IF applicable, do NOT include sales tax in unit price.**

**DISCOUNT:**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.

- Manufacturer Name: Goodyear Passenger Discount: .45 off
- Manufacturer Name: Goodyear Light Truck Discount: .45 off
- Manufacturer Name: Goodyear Police Pursuit Discount: .50 off
- Manufacturer Name: Goodyear Commercial Truck Discount: .51 off
- Manufacturer Name: Goodyear Unisteel Light Truck Discount: .51 off
- Manufacturer Name: Goodyear OTR Discount: .28 off
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000261

MA Version: 1

Page: 1 of 2

Description: Automotive Truck and Off Road Tires Primary B

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MARIA CANIZALES <b>Phone:</b> 5207248167 <b>Email:</b> maria.canizales@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 06-19-2018 <b>Expiration Date:</b> 06-18-2019</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px;"><b>\$200,000.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px;"><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$200,000.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$200,000.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

V E N D O R	<p><b>Bridgestone Americas Inc</b></p> <p><b>DBA: Bridgestone Americas Tire Operations LLC dba GCR Tires Servi</b></p> <p><b>PO Box 910530</b></p> <p><b>Denver CO 80291-0530</b></p>	<p><b>Contact:</b> DON DAVIS <b>Phone:</b> 615-333-5592 <b>Email:</b> tomvasey@gcrtires.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	Standard Ground
<b>FOB:</b>	FOB Dest, Freight Prepaid
<p><b>Modification Reason</b> Award of contract for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) with four (4) one-year renewal options. Attachment: Offer Agreement.</p>	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000261

MA Version: 1

Page: 2 of 2

Line	Description					
11	Firestone 225-425 Discount 0.0000 %	UOM EA	Unit Price \$125.96	Stock Code	VPN	MPN
12	Firestone 000-184 Discount 0.0000 %	UOM EA	Unit Price \$129.64	Stock Code	VPN	MPN
13	Firestone 000-187 Discount 0.0000 %	UOM EA	Unit Price \$142.88	Stock Code	VPN	MPN
14	Bridgestone 002-959 Discount 0.0000 %	UOM EA	Unit Price \$155.00	Stock Code	VPN	MPN
15	Bridgestone 081-456 Discount 0.0000 %	UOM EA	Unit Price \$113.33	Stock Code	VPN	MPN
16	Bridgestone 191-860 Discount 0.0000 %	UOM EA	Unit Price \$139.04	Stock Code	VPN	MPN
17	Firestone 054-290 Discount 0.0000 %	UOM EA	Unit Price \$124.60	Stock Code	VPN	MPN
18	Firestone 232-990 Discount 0.0000 %	UOM EA	Unit Price \$121.98	Stock Code	VPN	MPN
19	Firestone 097-929 Discount 0.0000 %	UOM EA	Unit Price \$122.95	Stock Code	VPN	MPN
20	Firestone 000-188 Discount 0.0000 %	UOM EA	Unit Price \$149.69	Stock Code	VPN	MPN
21	Firestone 189-837 Discount 0.0000 %	UOM EA	Unit Price \$103.67	Stock Code	VPN	MPN
22	Firestone 097-912 Discount 0.0000 %	UOM EA	Unit Price \$117.36	Stock Code	VPN	MPN
23	Firestone 054-239 Discount 0.0000 %	UOM EA	Unit Price \$115.16	Stock Code	VPN	MPN
25	Firestone 000-011 Discount 0.0000 %	UOM EA	Unit Price \$141.48	Stock Code	VPN	MPN
26	Bridgestone 206-531 Discount 0.0000 %	UOM EA	Unit Price \$158.39	Stock Code	VPN	MPN
27	Free Form line for items not listed within scope of work Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN

**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with automotive, truck, off road equipment and golf cart tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder (per group or line item) meeting all specifications, terms and conditions. The Secondary award will be to the next lowest bids, responsive, responsible bidders (per group or line item) meeting all specifications, terms and conditions. Secondary Contractor will be used when the Primary Contractor cannot provide the parts or service within the term of the contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must be an authorized seller of tires for a minimum of three (3) consecutive years. <b>Business license/documents must be attached.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. <b>Provide Address of Tucson location:</b> <i>4310 S. Santa Rita Ave. Tucson AZ 85714</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Provide Pima County with a variety of tires, tire sizes, tubes and wheels list on the pricing page or equivalent. All items must be bid in each group to be deemed responsive for that group.

a. Contractor must provide documentation if submitting and equivalent tire. Documentation must include the following:

- Department of Transportation grade for tread
- Temperature
- Traction and speed rating generally located on the tire tag
- Tire identification number on the sidewall of the tire.

- b. Contractor must have a local (located within Tucson Metropolitan area) and Fleet Services (Fleet), may at times pick up tires/products at the local facility on an as-needed basis.
- c. Contractor must provide all in-stock tires ordered delivered on or before two (2) hours from notification of order placed by Fleet via e-mail or fax. If Contractor does not have tire in-stock, delivery must be made within a twenty-four (24) hour period from the time of the order, unless other arrangements are agreed upon by Fleet.
- d. Contractor must replace defective tires and products at no cost to Pima County. Fleet will notify contractor of defective product, at a mutually acceptable time Fleet and Contractor will meet to review defective product. Contractor will provide Fleet Services a determination within seventy-two hours (72) after meeting with Fleet.
- e. Pima County will contact Contractor to arrange a mutually agreeable time to return new, unused tires to Contractor for a full refund within a twelve (12) month period. A full refund (credit) will be issued within thirty (30) days of receipt of returned tires/products."
- f. Contractor must detail invoice according to the agreement, identification of the tire or product, quantity, and pricing plus applicable sales tax.
- g. **No additional fees (F.E.T taxes, surcharges for fuel, shop/environment fees, etc.) will be allowed.**
- h. Contractor shall provide all unit prices be quoted Free on Board (FOB) destination – except for non-stocked parts or where authorized Fleet personnel requests a premium freight method for quicker delivery of tires/product(s).
- i. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Any relevant supporting data or documents must be provided upon demand County.
- j. Contractor is a required to deliver at no additional charge to County. Contractor will be required to pick up used tires **from the Contractor's group** upon delivery of that day's stock order and to dispose of the used tires properly
- k. Contractor's deliveries must be made to the following locations but not limited to the following locations:
 

<p>Pima County Fleet Services Parts Department 1291 S. Mission Rd Tucson, AZ 85713</p> <p>Pima County Fleet Services Parts Department 3355 N. Dodge Blvd. Tucson, AZ 85716</p>	<p>Pima County Fleet Services Parts Department 4700 S. Houghton Rd. Tucson, AZ 85730</p>
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- l. Contractor must deliver between the hours of operation 7:00 am to 3:30 pm, Monday through Friday, excluding County holidays.

##### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

##### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

##### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO, or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

**ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

**Standard Early Payment Discount Percent:** 0 % if payment tendered within 0 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

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

Define delivery locations:

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Pima County Fleet Services Parts Department  
4700 S. Houghton Rd.  
Tucson, AZ 85730

Pima County Fleet Services Parts Department  
3355 N. Dodge Blvd.  
Tucson AZ 85716

Contractor guarantees delivery of product or service in less than 2 hours after issue date and time of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 284818 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.



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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: NONE**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	2-1-18				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Bridgestone Americas, Inc

BUSINESS ALSO KNOWN AS: Bridgestone Americas Tire Operations, LLC dba GCR Tires and Service

MAILING ADDRESS: P.O. Box 910530

CITY/STATE/ZIP: Denver, CO 80291-0530

REMIT TO ADDRESS: 4310 S. Santa Rita Ave

CITY/STATE/ZIP: Tucson AZ 85714

CONTACT PERSON NAME/TITLE: Kris Barcelo / Customer Service Rep

PHONE: 520-888-6001 FAX: 520-888-7210

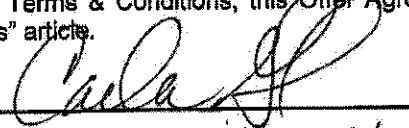
CONTACT PERSON EMAIL ADDRESS: Kris.Barcelo@gertires.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Carla.gilmore@gertires.com

CORPORATE HEADQUARTERS ADDRESS: 200 4th Ave N. Nashville TN 37201

WEBSITE: www.gertires.com

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

SIGNATURE:  DATE: 2-8-18

Carla Gilmore - Store Manager  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-888-6001 carla.gilmore@gertires.com

County Attorney Contract Approval "As to Form":

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

#### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

#### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

#### **20. PATENT INDEMNITY:**

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

#### **21. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

#### **22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



**Attachment A: Pricing Page (6 Pages)****UNIT PRICES (Net 30-day Payment Terms)****Group A: Automotive Passenger Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Bridgestone Ecopia EP422 P185/65R15 or equivalent	BRIDGESTONE	024-957	70	EA.	\$ 55.40	\$ 3,878
2	Goodyear Eagle RS-A Pursuit P245/55R18 or equivalent	FIRESTONE FH PURS	000-177	400	EA.	\$ 130.84	\$ 52,336
3	Firestone FireHawk GT Pursuit P245/55R18 or equivalent	FIRESTONE	000-177	500	EA.	\$ 130.84	\$ 65,420
4	Firestone FireHawk GT Pursuit P235/55R17 or equivalent	FIRESTONE	003-874	120	EA.	\$ 111.70	\$ 13,404
5	Firestone FireHawk GT Pursuit P265/60R17 or equivalent	FIRESTONE	023-189	750	EA.	\$ 124.40	\$ 93,300
6	Firestone FireHawk GT Pursuit P225/60R16 or equivalent	FIRESTONE	067-911	70	EA.	\$ 97.85	\$ 6,849.50
7	Goodyear Eagle RS-A Pursuit P235/55R17 or equivalent	FIRESTONE	003-874	70	EA.	\$ 111.70	\$ 7,819
8	Goodyear Eagle RS-A Pursuit P265/60R17 or equivalent	FIRESTONE	023-189	200	EA.	\$ 124.40	\$ 24,880
9	Bridgestone Ecopia EP422 P215/60R16 or equivalent	BRIDGESTONE	006-002	60	EA.	\$ 82.91	\$ 4,974.60
10	Goodyear Eagle Sport P225/45R18 or equivalent	FIRESTONE	001-428	20	EA.	\$ 112.86	\$ 2,457.20
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>							
<b>Although County will pay taxes <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.</b>						<b>Group A SUB-TOTAL BID</b>	
						<b>\$ 275,318.30</b>	

**Attachment A: Pricing Page (continued)****UNIT PRICES (Net 30-day Payment Terms)****Group B: Light Trucks/SUV Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
11	Firestone Transforce H/T LT245/75R17 or equivalent	FIRESTONE	225-425	140	EA.	\$ 125.96	\$ 17,634.40
12	BF Goodrich A/T KO2 LT245/75R17 or equivalent	FIRESTONE	000-184	150	EA.	\$ 129.64	\$ 19,446
13	BF Goodrich A/T KO2 LT265/70R17 or equivalent	FIRESTONE	000-187	300	EA.	\$ 142.88	\$ 42,864
14	Bridgestone Dueler H/T P255/70R17 or equivalent	BRIDGESTONE	002-959	160	EA.	\$ 155.00	\$ 24,800
15	Bridgestone Dueler A/T P235/75R17 or equivalent	BRIDGESTONE	081-456	60	EA.	\$ 113.33	\$ 6,799.80
16	Bridgestone Duravis LT245/75R16 or equivalent	BRIDGESTONE	191-860	120	EA.	\$ 139.04	\$ 16,684.80
17	Firestone Destination A/T P255/70R17 or equivalent	FIRESTONE	054-290	12	EA.	\$ 124.60	\$ 1,495.20
18	Firestone Transforce H/T LT245/70R17 or equivalent	FIRESTONE	232-990	60	EA.	\$ 121.98	\$ 7,318.80
19	Goodyear Wrangler SR-A LT265/70R18 or equivalent	FIRESTONE	097-929	150	EA.	\$ 122.95	\$ 18,442.50
20	BF Goodrich A/T KO2 LT265/70R18 or equivalent	FIRESTONE	000-188	40	EA.	\$ 149.69	\$ 5,987.60
21	Firestone Transforce H/T LT235/75R15 or equivalent	FIRESTONE	189-837	50	EA.	\$ 103.67	\$ 5,183.50
22	Goodyear Wrangler SR-A P265/70R17 or equivalent	FIRESTONE	097-912	30	EA.	\$ 117.36	\$ 3,520.80
23	Hankook Dynapro A/T RF08 P235/75R17 or equivalent	FIRESTONE	054-239	20	EA.	\$ 115.16	\$ 2,303.20
24	Firestone Transforce A/T 2 LT245/75R17 or equivalent	FIRESTONE	000-184	88	EA.	\$ 129.64	\$ 11,408.32
25	Firestone Transforce H/T LT265/70R18 or equivalent	FIRESTONE	000-011	100	EA.	\$ 141.48	\$ 14,148
26	Bridgestone Dueler A/T LT265/70R17 or equivalent	BRIDGESTONE	206-531	180	EA.	\$ 158.39	\$ 28,510.20
						<b>Group B SUB-TOTAL BID</b>	<b>\$226,547.12</b>

**FOB Destination/Unloaded; include cost of freight in unit price.****Although County will pay taxes IF applicable, do NOT include sales tax in unit price.**

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group C: Medium/Heavy Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	Firestone Transforce H/T LT235/80R17 or equivalent	FIRESTONE	191-282	20	EA.	\$ 123.58	\$ 2,471.60
28	Bridgestone Duravis LT235/85R16 or equivalent	BRIDGESTONE	191-843	12	EA.	\$ 140.62	\$ 1,687.44
29	Goodyear G622 RSD 225/70R19.5 14 PLY or equivalent	FIRESTONE	227-074	14	EA.	\$ 245.62	\$ 3,433.64
30	Hankook AH11 225/70R19.5 12 PLY or equivalent	FIRESTONE	248-409	12	EA.	\$ 241.97	\$ 2,903.64
31	Hankook DH07 225/70R19.5 14 PLY or equivalent	FIRESTONE	227-074	14	EA.	\$ 245.26	\$ 3,176.18
32	Hankook AH37 11R22.5 16 PLY Conventional or equivalent	FIRESTONE	156-558	150	EA.	\$ 287.23	\$ 43,084.50
33	Hankook AM06 11R22.5 16 PLY Traction or equivalent	FIRESTONE	294-535	220	EA.	\$ 315.46	\$ 69,401.20
34	Hankook AM09 315/80R22.5 Conventional or equivalent	FIRESTONE	233-874	80	EA.	\$ 375.00	\$ 30,000
<b>FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>						<b>Group C SUB-TOTAL BID</b>	<b>\$ 156,415.66</b>

**Attachment A: Pricing Page** (continued)UNIT PRICES (Net 30-day Payment Terms)

**Group D: Off Road and Heavy Equipment Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
35	Solideal Backhoe SL R4 12.5/80X18 or equivalent	FIRESTONE	359-912	30	EA.	\$ 244.00	\$ 7,320
36	Solideal Compactor SM C1 7.50-15 or equivalent	SOLIDEAL	101110381	4	EA.	\$ 207.69	\$ 830.76
37	Bridgestone VUT G-2 TL 17.5R25 or equivalent	bridgestone	422-827	35	EA.	\$ 1268.82	\$ 44,408.70
38	Firestone Regency AG 12-16.5 or equivalent	REGENCY	378-712	4	EA.	\$ 136.50	\$ 546
39	Solideal 20.5X25 Radial or equivalent	FIRESTONE	005-499	12	EA.	\$ 1,354.08	\$ 16,248.96
<b>FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>						<b>Group D SUB-TOTAL BID</b>	<b>\$ 69,354.42</b>

**Attachment A: Pricing Page** (continued)UNIT PRICES (Net 30-day Payment Terms)**Group E: Farm/Turf/Golf Carts/Trailer Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
40	Carlisle Tire 18.5X8.50-8 or equivalent	CARLISLE	5189761	140	EA.	\$ 38.00	\$ 5,320
41	Goodyear Marathon Trailer Tire ST235/80R16 or equivalent	PRIMEWELL	003-520	150	EA.	\$ 76.82	\$ 11,523
42	Hankook F19 Trailer Tire 7.50R16 or equivalent	HANKOOK	2520000863	300	EA.	\$ 193.99	\$ 58,197
43	Samson Trailer Tire ST205/90R15 or equivalent	STC	WD1318	160	EA.	\$ 70.00	\$ 11,200
44	Hi Run JK42 Trailer Tire ST205/75R15 or equivalent	PRIMEWELL	003-469	60	EA.	\$ 55.00	\$ 3,300
45	Hi Run JK42 Trailer Tire ST225/75R15 or equivalent	PRIMEWELL	003-503	120	EA.	\$ 62.00	\$ 7,440
46	Samson GL283A 235/75R17.5 or equivalent	DAYTON	003-295	12	EA.	\$ 148.00	\$ 1,776
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group E</b>	<b>\$ 98,756</b>
<b>Although County will pay taxes <u>IF</u> applicable, do <u>NOI</u> include sales tax in unit price.</b>						<b>SUB- TOTAL BID</b>	

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group F: Tubes and Wheels (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
47	700/750R15/16 Tube includes Liner PN TU02409	CARLISLE	17015/322450	6	EA.	\$ 40.00	\$ 240
48	ST205/75R14 Tire and Wheel Assy. PN ASB1002	HI-RUN	ASR5002	6	EA.	\$ 115.00	\$ 690
49	ST205/75R15 Tire and Wheel Assy. PN ASB1004	HI-RUN	ASR5003	6	EA.	\$ 130.00	\$ 780
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b></p> <p><b>Although County will pay taxes IF applicable, do <u>NOI</u> include sales tax in unit price.</b></p>						<p><b>Group F SUB-TOTAL BID</b></p> <p><b>\$ 1,710</b></p>	

**DISCOUNT:**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. **The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.**

- Manufacturer Name: BRIDGESTONE Discount: NASPO GOV.
- Manufacturer Name: FIRESTONE Discount: NASPO GOV.
- Manufacturer Name: HANKOOK Discount: GOVERNMENT
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000262

MA Version: 1

Page: 1 of 2

Description: Automotive Truck and Off Road Tire Primary C

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MARIA CANIZALES <b>Phone:</b> 5207248167 <b>Email:</b> maria.canizales@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 06-19-2018 <b>Expiration Date:</b> 06-18-2019</p> <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px; text-align: right;"><b>\$125,600.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px; text-align: right;"><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$125,600.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$125,600.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

V E N D O R	<p><b>Best Drive llc.</b> <b>8399 W, Van Buren #101</b> <b>Tolleson AZ 85353</b></p>	<p><b>Contact:</b> Gary Mikovich <b>Phone:</b> 623-936-8473 <b>Email:</b> gary.mikovich@bestdrivetire.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	Standard Ground
<b>FOB:</b>	FOB Dest, Freight Prepaid
<p><b>Modification Reason</b> Award of contract for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) with four (4) one-year renewal options. Attachment: Offer Agreement.</p>	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000262

MA Version: 1

Page: 2 of 2

Line	Description					
27	General Grabber H5360 04505130000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$119.87			
28	General Grabber HD 04507170000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$115.77			
29	Continental HYBRID HD3 05990520000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$294.00			
30	Continental HYBRID HS3 05111140000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$294.00			
31	Continental HYBRID HD3 05990520000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$294.00			
32	General Ameristeel S360 05123230000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$247.00			
33	General Ameristeel D460 05211360000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$276.00			
34	Somitomo ST528 5532063					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$363.00			
35	Free Form Line for items not list but within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			



**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with automotive, truck, off road equipment and golf cart tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder (per group or line item) meeting all specifications, terms and conditions. The Secondary award will be to the next lowest bids, responsive, responsible bidders (per group or line item) meeting all specifications, terms and conditions. Secondary Contractor will be used when the Primary Contractor cannot provide the parts or service within the term of the contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must be an authorized seller of tires for a minimum of three (3) consecutive years. <b>Business license/documents must be attached.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. <b>Provide Address of Tucson location:</b> <i>4026 S. 6<sup>th</sup> AVE. TUCSON, AZ.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Provide Pima County with a variety of tires, tire sizes, tubes and wheels list on the pricing page or equivalent. All items must be bid in each group to be deemed responsive for that group.

- a. Contractor must provide documentation if submitting and equivalent tire. Documentation must include the following:
- Department of Transportation grade for tread
  - Temperature
  - Traction and speed rating generally located on the tire tag
  - Tire identification number on the sidewall of the tire.

- b. Contractor must have a local (located within Tucson Metropolitan area) and Fleet Services (Fleet), may at times pick up tires/products at the local facility on an as-needed basis.
- c. Contractor must provide all in-stock tires ordered delivered on or before two (2) hours from notification of order placed by Fleet via e-mail or fax. If Contractor does not have tire in-stock, delivery must be made within a twenty-four (24) hour period from the time of the order, unless other arrangements are agreed upon by Fleet.
- d. Contractor must replace defective tires and products at no cost to Pima County. Fleet will notify contractor of defective product, at a mutually acceptable time Fleet and Contractor will meet to review defective product. Contractor will provide Fleet Services a determination within seventy-two hours (72) after meeting with Fleet.
- e. Pima County will contact Contractor to arrange a mutually agreeable time to return new, unused tires to Contractor for a full refund within a twelve (12) month period. A full refund (credit) will be issued within thirty (30) days of receipt of returned tires/products."
- f. Contractor must detail invoice according to the agreement, identification of the tire or product, quantity, and pricing plus applicable sales tax.
- g. **No additional fees (F.E.T taxes, surcharges for fuel, shop/environment fees, etc.) will be allowed.**
- h. Contractor shall provide all unit prices be quoted Free on Board (FOB) destination – except for non-stocked parts or where authorized Fleet personnel requests a premium freight method for quicker delivery of tires/product(s).
- i. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Any relevant supporting data or documents must be provided upon demand County.
- j. Contractor is a required to deliver at no additional charge to County. Contractor will be required to pick up used tires **from the Contractor's group** upon delivery of that day's stock order and to dispose of the used tires properly
- k. Contractor's deliveries must be made to the following locations but not limited to the following locations:
 

<p>Pima County Fleet Services Parts Department 1291 S. Mission Rd Tucson, AZ 85713</p> <p>Pima County Fleet Services Parts Department 3355 N. Dodge Blvd. Tucson, AZ 85716</p>	<p>Pima County Fleet Services Parts Department 4700 S. Houghton Rd. Tucson, AZ 85730</p>
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- l. Contractor must deliver between the hours of operation 7:00 am to 3:30 pm, Monday through Friday, excluding County holidays.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO, or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

**ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

**Standard Early Payment Discount Percent:** 0 % if payment tendered within 0 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

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

Define delivery locations;

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Pima County Fleet Services Parts Department  
4700 S. Houghton Rd.  
Tucson, AZ 85730

Pima County Fleet Services Parts Department  
3355 N. Dodge Blvd.  
Tucson AZ 85716

Contractor guarantees delivery of product or service in less than 2 hours after issue date and time of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 284818 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: NONE**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
#1	1-30-18				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

15. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: BEST DRIVE, LLC

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 8399 W. VAN BUREN, Suite # 101

CITY/STATE/ZIP: TOLLESON, AZ. 85353

REMIT TO ADDRESS: 8399 W VAN BUREN Suite 101

CITY/STATE/ZIP: Tolleson, AZ 85353

CONTACT PERSON NAME/TITLE: GARY MIKOVICH / ACCOUNT MANAGER

PHONE: 480-372-7794 FAX: 623-936-1754

CONTACT PERSON EMAIL ADDRESS: GARY.MIKOVICH@BESTDRIVETIRE.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: GARY.mikovich@bestdrivetire.com

CORPORATE HEADQUARTERS ADDRESS: 1001 Red Ventures DR, Suite 145, FORT MILL, SC. 29707

WEBSITE: www.bestdrivetire.com

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

SIGNATURE: [Signature] DATE: 2/8/18

GARY MIKOVICH ACCOUNT MANAGER  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 480-372-7794 GARY.MIKOVICH@BESTDRIVE.COM

County Attorney Contract Approval "As to Form":

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.



In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

#### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

#### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

#### **20. PATENT INDEMNITY:**

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

#### **21. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

#### **22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**Attachment A: Pricing Page (6 Pages)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group A: Automotive Passenger Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Bridgestone Ecopia EP422 P185/65R15 or equivalent			70	EA	\$	\$ N/B
2	Goodyear Eagle RS-A Pursuit P245/55R18 or equivalent			400	EA	\$	\$ N/B
3	Firestone FireHawk GT Pursuit P245/55R18 or equivalent			500	EA	\$	\$ N/B
4	Firestone FireHawk GT Pursuit P235/55R17 or equivalent			120	EA	\$	\$ N/B
5	Firestone FireHawk GT Pursuit P265/60R17 or equivalent			750	EA	\$	\$ N/B
6	Firestone FireHawk GT Pursuit P225/60R16 or equivalent			70	EA	\$	\$ N/B
7	Goodyear Eagle RS-A Pursuit P235/55R17 or equivalent			70	EA	\$	\$ N/B
8	Goodyear Eagle RS-A Pursuit P265/60R17 or equivalent			200	EA	\$	\$ N/B
9	Bridgestone Ecopia EP422 P215/60R16 or equivalent			60	EA	\$	\$ N/B
10	Goodyear Eagle Sport P225/45R18 or equivalent			20	EA	\$	\$ N/B
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b>  <b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<p><b>Group A</b>  <b>SUB-TOTAL BID</b></p>	<p>NO                  \$ BIDD</p>

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group B: Light Trucks/SUV Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
11	Firestone Transforce H/T LT245/75R17 or equivalent	GENERAL GRABBER HD	0450720000	140	EA	\$ 133.62	\$ 18,706.80
12	BF Goodrich A/T KO2 LT245/75R17 or equivalent	GENERAL GRABBER AT2	0450300000	150	EA	\$ 159.12	\$ 23,868.00
13	BF Goodrich A/T KO2 LT265/70R17 or equivalent	GENERAL GRABBER AT2	04564990000	300	EA	\$ 166.51	\$ 49,953.00
14	Bridgestone Dueler H/T P255/70R17 or equivalent	GENERAL GRABBER AT'S	04503280000	160	EA	\$ 116.28	\$ 18,604.80
15	Bridgestone Dueler A/T P235/75R17 or equivalent	GENERAL GRABBER APT	04507940000	60	EA	\$ 128.26	\$ 7,695.60
16	Bridgestone Duravis LT245/75R16 or equivalent	GENERAL GRABBER HD	04507180000	120	EA	\$ 110.16	\$ 13,219.20
17	Firestone Destination A/T P255/70R17 or equivalent	GENERAL GRABBER APT	04507970000	12	EA	\$ 127.50	\$ 1,530.00
18	Firestone Transforce H/T LT245/70R17 or equivalent	GENERAL GRABBER HD	04507210000	60	EA	\$ 118.32	\$ 7,099.20
19	Goodyear Wrangler SR-A LT265/70R18 or equivalent	FIRESTONE TRANSFORCE HT	000011	150	EA	\$ 200.00	\$ 30,000.00
20	BF Goodrich A/T KO2 LT265/70R18 or equivalent	GENERAL GRABBER AT2	045030300000	40	EA	\$ 176.71	\$ 7,068.40
21	Firestone Transforce H/T LT235/75R15 or equivalent	FIRESTONE TRANSFORCE HT	000011	50	EA	\$ 200.00	\$ 10,000.00
22	Goodyear Wrangler SR-A P265/70R17 or equivalent	GENERAL GRABBER HT3360	04504780000	30	EA	\$ 112.71	\$ 3,381.30
23	Hankook Dynapro A/T RF08 P235/75R17 or equivalent	GENERAL GRABBER APT	04507940000	20	EA	\$ 128.26	\$ 2,565.20
24	Firestone Transforce A/T 2 LT245/75R17 or equivalent	GENERAL GRABBER AT2	04503000000	88	EA	\$ 159.12	\$ 14,002.56
25	Firestone Transforce H/T LT265/70R18 or equivalent	FIRESTONE TRANSFORCE HT	000011	100	EA	\$ 200.00	\$ 20,000.00
26	Bridgestone Dueler A/T LT265/70R17 or equivalent	CONTINENTAL TERRACONCEPT AT	15506650000	180	EA	\$ 162.43	\$ 29,237.40

FOB Destination/Unloaded; include cost of freight in unit price.

Although County will pay taxes IF applicable, do NOT include sales tax in unit price.

Group B  
SUB-TOTAL BID  
\$ 256,931.46

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group C: Medium/Heavy Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	Firestone Transforce H/T LT235/80R17 or equivalent	GENERAL GRABBER H5360	04505130000	20	EA	\$ 119.87	\$ 2,397.40
28	Bridgestone Duravis LT235/85R16 or equivalent	GENERAL GRABBER H/D CONTINENTAL	04502170000	12	EA	\$ 115.77	\$ 1,389.24
29	Goodyear G622 RSD 225/70R19.5 14 PLY or equivalent	HYBRID H/D 3 CONTINENTAL	05990520000	14	EA	\$ 294.00	\$ 4,116.00
30	Hankook AH11 225/70R19.5 12 PLY or equivalent	HYBRID HSB CONTINENTAL	0511140000	12	EA	\$ 294.00	\$ 3,528.00
31	Hankook DH07 225/70R19.5 14 PLY or equivalent	HYBRID H/D 3 GENERAL	05990520000	14	EA	\$ 294.00	\$ 4,116.00
32	Hankook AH37 11R22.5 16 PLY Conventional or equivalent	AMERISTEEL 5360 GENERAL	05123230000	150	EA	\$ 247.00	\$ 41,100.00
33	Hankook AM06 11R22.5 16 PLY Traction or equivalent	AMERISTEEL 460 GENERAL	05211360000	220	EA	\$ 276.00	\$ 60,720.00
34	Hankook AM09 315/80R22.5 Conventional or equivalent	SUMITOMO ST528	5532063	80	EA	\$ 363.00	\$ 29,040.00
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b></p> <p><b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<p>Group C SUB-TOTAL BID</p>	<p>\$ 146,406.64</p>

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group D: Off Road and Heavy Equipment Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
35	Solideal Backhoe SL R4 12.5/80X18 or equivalent			30	EA.	\$	\$ N/B
36	Solideal Compactor SM C1 7.50-15 or equivalent			4	EA.	\$	\$ N/B
37	Bridgestone VUT G-2 TL 17.5R25 or equivalent			35	EA.	\$	\$ N/B
38	Firestone Regency AG 12-16.5 or equivalent			4	EA.	\$	\$ N/B
39	Solideal 20.5X25 Radial or equivalent			12	EA.	\$	\$ N/B
<p><b>FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<p><b>Group D SUB-TOTAL BID</b></p>	<p>\$ NO BIA</p>



**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group E: Farm/Turf/Golf Carts/Trailer Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
40	Carlisle Tire 18.5X8.50-8 or equivalent			140	EA. \$		\$ N/B
41	Goodyear Marathon Trailer Tire ST235/80R16 or equivalent			150	EA. \$		\$ N/B
42	Hankook F19 Trailer Tire 7.50R16 or equivalent			300	EA. \$		\$ N/B
43	Samson Trailer Tire ST205/90R15 or equivalent			160	EA. \$		\$ N/B
44	Hi Run JK42 Trailer Tire ST205/75R15 or equivalent			60	EA. \$		\$ N/B
45	Hi Run JK42 Trailer Tire ST225/75R15 or equivalent			120	EA. \$		\$ N/B
46	Samson GL283A 235/75R17.5 or equivalent			12	EA. \$		\$ N/B
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b></p> <p><b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b></p>						<p><b>Group E</b></p> <p><b>SUB-TOTAL BID</b></p>	<p>\$ NO</p> <p>\$ B1A</p>

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group F: Tubes and Wheels (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
47	700/750R15/16 Tube includes Liner PN TU02409			6	EA	\$	N/B
48	ST205/75R14 Tire and Wheel Assy. PN ASB1002			6	EA	\$	N/B
49	ST205/75R15 Tire and Wheel Assy. PN ASB1004			6	EA	\$	N/B
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group F</b>	<b>N/D</b>
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>						<b>SUB-TOTAL BID</b>	<b>\$ BIDA</b>

**DISCOUNT:**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. **The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.**

- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_
- Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000263

MA Version: 1

Page: 1 of 2

Description: Automotive Truck and Off Road Tires Primary F / Secondary E

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p><b>Issued By:</b> MARIA CANIZALES <b>Phone:</b> 5207248167 <b>Email:</b> maria.canizales@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 06-19-2018 <b>Expiration Date:</b> 06-18-2019</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px;"><b>\$16,700.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px;"><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$16,700.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$16,700.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

V E N D O R	<p><b>Redburn Tire Company</b> <b>3775 E 43RD PLACE</b> <b>TUCSON AZ 85713</b></p>	<p><b>Contact:</b> BRAD MOYER <b>Phone:</b> 520-571-1133 <b>Email:</b> bmoyer@rtco.net <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	Standard Ground
<b>FOB:</b>	FOB Dest, Freight Prepaid
<p><b>Modification Reason</b> Award of contract for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) with four (4) one-year renewal options. Attachment: Offer Agreement.</p>	

**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000263

MA Version: 1

Page: 2 of 2

Line	Description					
43	Carlisle Turf 5112701 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35.00			
44	Dynatrail 1376533804 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$51.36			
45	Ironman I-109 93354 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$145.00			
46	Samson RB233 ST12012-2 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$87.00			
47	Dynatrail 1376530782 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.00			
48	Dynatrail 1376532753 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$40.00			
49	Ironman I-109 86205 (Secondary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$164.00			
50	Carlisle 750R15TB (Primary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.00			
51	Dynatrail (Primary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$90.00			
52	Dynatrail (Primary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$82.00			
53	Free Form line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with automotive, truck, off road equipment and golf cart tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder (per group or line item) meeting all specifications, terms and conditions. The Secondary award will be to the next lowest bids, responsive, responsible bidders (per group or line item) meeting all specifications, terms and conditions. Secondary Contractor will be used when the Primary Contractor cannot provide the parts or service within the term of the contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must be an authorized seller of tires for a minimum of three (3) consecutive years. Business license/documents must be attached.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. Provide Address of Tucson location: 3775 E. 43rd Place, Tucson, AZ 85713	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Provide Pima County with a variety of tires, tire sizes, tubes and wheels list on the pricing page or equivalent. All items must be bid in each group to be deemed responsive for that group.

a. Contractor must provide documentation if submitting and equivalent tire. Documentation must include the following:

- Department of Transportation grade for tread
- Temperature
- Traction and speed rating generally located on the tire tag
- Tire identification number on the sidewall of the tire.

- b. Contractor must have a local (located within Tucson Metropolitan area) and Fleet Services (Fleet), may at times pick up tires/products at the local facility on an as-needed basis.
- c. Contractor must provide all in-stock tires ordered delivered on or before two (2) hours from notification of order placed by Fleet via e-mail or fax. If Contractor does not have tire in-stock, delivery must be made within a twenty-four (24) hour period from the time of the order, unless other arrangements are agreed upon by Fleet.
- d. Contractor must replace defective tires and products at no cost to Pima County. Fleet will notify contractor of defective product, at a mutually acceptable time Fleet and Contractor will meet to review defective product. Contractor will provide Fleet Services a determination within seventy-two hours (72) after meeting with Fleet.
- e. Pima County will contact Contractor to arrange a mutually agreeable time to return new, unused tires to Contractor for a full refund within a twelve (12) month period. A full refund (credit) will be issued within thirty (30) days of receipt of returned tires/products."
- f. Contractor must detail invoice according to the agreement, identification of the tire or product, quantity, and pricing plus applicable sales tax.
- g. **No additional fees (F.E.T taxes, surcharges for fuel, shop/environment fees, etc.) will be allowed.**
- h. Contractor shall provide all unit prices be quoted Free on Board (FOB) destination – except for non-stocked parts or where authorized Fleet personnel requests a premium freight method for quicker delivery of tires/product(s).
- i. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Any relevant supporting data or documents must be provided upon demand County.
- j. Contractor is a required to deliver at no additional charge to County. Contractor will be required to pick up used tires from the Contractor's group upon delivery of that day's stock order and to dispose of the used tires properly
- k. Contractor's deliveries must be made to the following locations but not limited to the following locations:
 

<p>Pima County Fleet Services Parts Department 1291 S. Mission Rd Tucson, AZ 85713</p> <p>Pima County Fleet Services Parts Department 3355 N. Dodge Blvd. Tucson, AZ 85716</p>	<p>Pima County Fleet Services Parts Department 4700 S. Houghton Rd. Tucson, AZ 85730</p>
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- l. Contractor must deliver between the hours of operation 7:00 am to 3:30 pm, Monday through Friday, excluding County holidays.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO, or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

**ALL** Invoice line items will utilize the Item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

**Standard Early Payment Discount Percent:** 0 % if payment tendered within 30 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

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

Define delivery locations:

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Pima County Fleet Services Parts Department  
4700 S. Houghton Rd.  
Tucson, AZ 85730

Pima County Fleet Services Parts Department  
3355 N. Dodge Blvd.  
Tucson AZ 85716

Contractor guarantees delivery of product or service in less than 2 hours after issue date and time of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 284818 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.



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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: NONE**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	02/01/2018				

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

Addendum 1

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: REDBURN TIRE COMPANY

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 3775 E. 43rd Place

CITY/STATE/ZIP: Tucson, AZ 85713

REMIT TO ADDRESS: P.O. Box 14828

CITY/STATE/ZIP: Phoenix, AZ 85063

CONTACT PERSON NAME/TITLE: Brad Moyer

PHONE: 520-571-1133

FAX: 520-571-8673

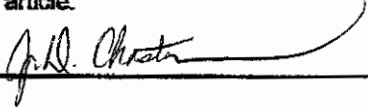
CONTACT PERSON EMAIL ADDRESS: bmoyer@rtco.net

EMAIL ADDRESS FOR ORDERS & CONTRACTS: bmoyer@rtco.net

CORPORATE HEADQUARTERS ADDRESS: 3801 W. Clarendon, Phoenix, AZ 85019

WEBSITE: www.redburntireco.com

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

SIGNATURE: 

DATE: 2/6/2018

J.D. Chastain, President

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 602-272-7601 Email: jd@rtco.net

County Attorney Contract Approval "As to Form":

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



Addendum 1

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page (6 Pages)**

UNIT PRICES (Net 30-day Payment Terms)

**Group A: Automotive Passenger Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

Item #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UCM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Bridgestone Ecopia EP422 P185/65R15 or equivalent	Bridgestone Ecopia EP422	024957	70	EA.	\$ 55.90	\$ 3,913.00
2	Goodyear Eagle RS-A Pursuit P245/55R18 or equivalent	Firestone Firehawk GT Z Pursuit	000177	400	EA.	\$ 129.84	\$ 51,936.00
3	Firestone FireHawk GT Pursuit P245/55R18 or equivalent	Firestone Firehawk GT Z Pursuit	000177	500	EA.	\$ 129.84	\$ 64,920.00
4	Firestone FireHawk GT Pursuit P235/55R17 or equivalent	Firestone Firehawk GT Z Pursuit	003874	120	EA.	\$ 110.70	\$ 13,284.00
5	Firestone FireHawk GT Pursuit P265/60R17 or equivalent	Firestone Firehawk GT V Pursuit	023189	750	EA.	\$ 123.00	\$ 92,250.00
6	Firestone FireHawk GT Pursuit P225/60R16 or equivalent	Firestone Firehawk PV41	067911	70	EA.	\$ 97.35	\$ 6,814.50
7	Goodyear Eagle RS-A Pursuit P235/55R17 or equivalent	Firestone Firehawk GT Z Pursuit	003874	70	EA.	\$ 110.70	\$ 7,749.00
8	Goodyear Eagle RS-A Pursuit P265/60R17 or equivalent	Firestone Firehawk GT V Pursuit	023189	200	EA.	\$ 123.00	\$ 24,600.00
9	Bridgestone Ecopia EP422 P215/60R16 or equivalent	Bridgestone Ecopia EP422 Plus	005985	60	EA.	\$ 82.36	\$ 4,941.60
10	Goodyear Eagle Sport P225/45R18 or equivalent	Firestone Firehawk AS	001428	20	EA.	\$ 122.86	\$ 2,457.20
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						<b>Group A SUB- TOTAL BID</b>	<b>\$ 272,865.30</b>

Addendum 1

Solicitation No. 204818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group B: Light Trucks/SUV Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and specify all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ASPIRAL USAGE QUANTITY	UCM	UNIT PRICE \$	EXTENDED AMOUNT \$
11	Firestone Transforce H/T LT245/75R17 or equivalent	Firestone Transforce HT	225425	140	EA	\$ 120.96	\$ 16,934.40
12	BF Goodrich A/T KO2 LT245/75R17 or equivalent	BF Goodrich A/T T/A KO2	26470	150	EA	\$ 165.69	\$ 24,853.50
13	BF Goodrich A/T KO2 LT265/70R17 or equivalent	BF Goodrich A/T T/A KO2	66255	300	EA	\$ 177.54	\$ 53,262.00
14	Bridgestone Dueler H/T P255/70R17 or equivalent	Bridgestone Dueler H/T 684 II	002959	160	EA	\$ 157.72	\$ 25,235.20
15	Bridgestone Dueler A/T P235/75R17 or equivalent	Bridgestone Dueler A/T Revo 2	081456	60	EA	\$ 112.83	\$ 6,769.80
16	Bridgestone Duravis LT245/75R16 or equivalent	Bridgestone Duravis R500	191860	130	EA	\$ 213.06	\$ 25,567.20
17	Firestone Destination A/T P255/70R17 or equivalent	Firestone Destination A/T	054290	12	EA	\$ 124.60	\$ 1,495.20
18	Firestone Transforce H/T LT245/70R17 or equivalent	Firestone Transforce HT	191316	60	EA	\$ 124.55	\$ 7,473.00
19	Goodyear Wrangler SR-A LT265/70R18 or equivalent	Firestone Transforce HT	000011	150	EA	\$ 140.48	\$ 21,072.00
20	BF Goodrich A/T KO2 LT265/70R18 or equivalent	BF Goodrich A/T T/A KO2	40855	40	EA	\$ 205.19	\$ 8,207.60
21	Firestone Transforce H/T LT235/75R15 or equivalent	Firestone Transforce HT	189837	50	EA	\$ 103.17	\$ 5,158.50
22	Goodyear Wrangler SR-A P265/70R17 or equivalent	Firestone Destination A/T	003471	30	EA	\$ 131.87	\$ 3,956.10
23	Hankook Dynapro A/T RF08 P235/75R17 or equivalent	Firestone Destination A/T	054239	20	EA	\$ 115.16	\$ 2,303.20
24	Firestone Transforce A/T 2 LT245/75R17 or equivalent	Firestone Transforce AT2	000184	88	EA	\$ 128.64	\$ 11,320.32
25	Firestone Transforce H/T LT265/70R18 or equivalent	Firestone Transforce HT	000011	100	EA	\$ 140.48	\$ 14,048.00
26	Bridgestone Dueler A/T LT265/70R17 or equivalent	Bridgestone Dueler A/T Revo 2	206531	180	EA	\$ 157.39	\$ 28,330.20
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						<b>Group B SUB-TOTAL BID</b>	<b>\$ 255,986.22</b>

Addendum 1

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group C: Medium/Heavy Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	Firestone Transforce H/T LT235/80R17 or equivalent	Firestone Transforce HT	191282	20	EA	\$ 123.58	\$ 2,471.60
28	Bridgestone Duravis LT235/85R16 or equivalent	Bridgestone Duravis R500 HD	191843	12	EA	\$ 140.62	\$ 1,687.44
29	Goodyear G622 RSD 225/70R19.5 14 PLY or equivalent	Firestone FD690 Plus	227074	14	EA	\$ 224.87	\$ 3,148.18
30	Hankook AH11 225/70R19.5 12 PLY or equivalent	Dayton D520S	004487	12	EA	\$ 175.25	\$ 2,103.00
31	Hankook DH07 225/70R19.5 14 PLY or equivalent	Dayton D630D	003317	14	EA	\$ 184.70	\$ 2,585.80
32	Hankook AH37 11R22.5 16 PLY Conventional or equivalent	General S360	0512323	150	EA	\$ 275.00	\$ 41,250.00
33	Hankook AMD6 11R22.5 16 PLY Traction or equivalent	Firestone FD663	211206	220	EA	\$ 361.75	\$ 79,585.00
34	Hankook AM09 315/80R22.5 Conventional or equivalent	Firestone FS820	233874	80	EA	\$ 433.62	\$ 34,689.60
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						<b>Group C SUB-TOTAL BID</b>	<b>\$ 167,520.62</b>

**Addendum 1**

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page** (continued)

UNIT PRICES (Net 30-day Payment Terms)

**Group D: Off Road and Heavy Equipment Truck Tires** (ALL items must be bid in this group or your company will be deemed non-responsive)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
35	Solideal Backhoe SL R4 12.5/80X18 or equivalent	Solideal/Camso SLR4	2.100.7980	30	EA	\$ 265.00	\$ 7,950.00
36	Solideal Compactor SM C1 7.50-15 or equivalent	Solideal/Camso Compactor	101110381	4	EA	\$ 190.00	\$ 760.00
37	Bridgestone VUT G-2 TL 17.5R25 or equivalent	Bridgestone VUT	422827	35	EA	\$ 1,270.82	\$ 44,478.70
38	Firestone Regency AG 13-16.5 or equivalent	Regency Skid	378712	4	EA	\$ 136.50	\$ 546.00
39	Solideal 20.5X25 Radial or equivalent	Solideal/Camso 753R	104162251	12	EA	\$ 1,350.00	\$ 16,200.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						<b>Group D SUB-TOTAL BID</b>	<b>\$ 69,934.70</b>

Addendum 1

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page** (continued)

UNIT PRICES (Net 30-day Payment Terms)

**Group E: Farm/Turf/Golf Carts/Trailer Tires** (*ALL items must be bid in this group or your company will be deemed non-responsive*)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
40	Carlisle Tire 18.5XR.50-8 or equivalent	Carlisle Turf	5112701	140	EA	\$ 35.00	\$ 4,900.00
41	Goodyear Marathon Trailer Tire ST235/80R16 or equivalent	Dynatrail	1376533804	150	EA	\$ 51.36	\$ 7,704.00
42	Hankook F19 Trailer Tire 7.50R16 or equivalent	Ironman I-109	93354	300	EA	\$ 145.00	\$ 43,500.00
43	Samson Trailer Tire ST205/90R15 or equivalent	Samson RB233	ST12012-2	160	EA	\$ 87.00	\$ 13,920.00
44	Hi Run JK42 Trailer Tire ST205/75R15 or equivalent	Dynatrail	1376530782	60	EA	\$ 37.00	\$ 2,220.00
45	Hi Run JK42 Trailer Tire ST225/75R15 or equivalent	Dynatrail	1376532753	120	EA	\$ 40.00	\$ 4,800.00
46	Samson GL383A 235/75R17.5 or equivalent	Ironman I-109	86205	12	EA	\$ 164.00	\$ 1,968.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes if applicable, do NOT include sales tax in unit price.						<b>Group E SUB-TOTAL BID</b>	<b>\$ 79,012.00</b>

Addendum 1

Solicitation No. 284818

Title: Automotive, Truck and Off Road Tires

**Attachment A: Pricing Page (continued)**

UNIT PRICES (Net 30-day Payment Terms)

**Group F: Tubes and Wheels (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME <small>Items to include and satisfy all Solicitation &amp; Offer Agreement requirements, General &amp; Item Specifications</small>	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
47	700/750R15/16 Tube includes Liner PN TU02409	Carlisle	750R15TB	6	EA	\$ 12.00	\$ 72.00
48	ST205/75R14 Tire and Wheel Assy. PN ASB1002	Dynatrail		6	EA	\$ 90.00	\$ 540.00
49	ST205/75R15 Tire and Wheel Assy. PN ASB1004	Dynatrail		6	EA	\$ 82.00	\$ 492.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						<b>Group F SUB- TOTAL BID</b>	<b>\$ 1,104.00</b>

**DISCOUNT:**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.

Manufacturer Name: Bridgestone/Firestone - NASPO Pricing Discount: <https://www.batogovtires.com>

Manufacturer Name: Michelin/BF Goodrich - NASPO Pricing Discount: <https://www.michelinb2b.com>

Manufacturer Name: Continental/General - State of AZ Pricing Discount: <https://www.contilink.com>

Manufacturer Name: Yokohama Discount: State of Arizona Contract Pricing

Manufacturer Name: Roadmaster Discount: State of Arizona Contract Pricing

Manufacturer Name: DoubleCoin Discount: State of Arizona Contract Pricing

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION**

Master Agreement No: 1800000000000000264

MA Version: 1

Page: 1 of 3

Description: Automotive Truck & Off Road Tires Primary E Secondary A,D&F

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	<b>Issued By:</b> MARIA CANIZALES
	<b>Phone:</b> 5207248167
	<b>Email:</b> maria.canizales@pima.gov

T E R M S	<b>Initiation Date:</b> 06-19-2018
	<b>Expiration Date:</b> 06-18-2019
	<b>NTE Amount:</b> \$132,400.00
	<b>Used Amount:</b> \$0.00

V E N D O R	<b>AMERICAN TIRE DISTRIBUTORS INC.</b>	<b>Contact:</b> Michael Wall
	<b>DBA: ATD</b>	<b>Phone:</b> 520-917-9690
	<b>6720 S Alvernon Way</b>	<b>Email:</b> mwall@atd-us.com
	<b>Tucson AZ 85756</b>	<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	Standard Ground
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Award of contract for an initial term of one (1) year in the shared annual award amount of \$831,300.00 (including sales tax) with four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 180000000000000264

MA Version: 1

Page: 2 of 3

Line	Description					
1	<b>Bridgestone Ecopia EP422 P185/65R15 104024957</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$56.40			
2	<b>Goodyear Eagle RS-A Pursuit P245/55R18 135001059</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$133.02			
3	<b>Firestone FireHawk GT Pursuit P245/55R18 107000465</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$127.13			
4	<b>Firestone FireHawk GT Pursuit P235/55R17 107000517</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$105.38			
5	<b>Firestone FireHawk GT Pursuit P265/60R17 107000390</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$117.36			
6	<b>Firestone FireHawk PV41 P225/60R16 107621485</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$92.31			
7	<b>Goodyear Eagle RS-A Pursuit P235/55R17 135001098</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$114.70			
8	<b>Goodyear Eagle RS-A Pursuit P265/60R17 135001794</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$127.84			
9	<b>Bridgestone Ecopia EP422 P215/60R16 104001319</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$78.95			
10	<b>Goodyear Eagle Sport P225/45R18 135001255</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$113.49			
11	<b>Solideal Backhoe SL R4 12.5/80X18 156001837 (Secondary D)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$218.15			
12	<b>Solideal smooth 7.50-15 185000084 (Secondary D)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$171.04			
13	<b>Bridgstone VUT G-2-TL 17.5R25 112344212 (Secondary D)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,228.92			
14	<b>Solideal X wall 12-16.5 185000329 (Secondary D)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$282.87			
15	<b>Solideal 20.5X25 185000047 (Secondary D)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$960.11			
16	<b>Carlisle Tire 18.5X8.50-8 170099524 (Primary E)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$53.49			
17	<b>Goodyear Marathon trailer tire ST235/80R16 135394406</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$93.63			
18	<b>Samson Trailer Tire 7.50R16 080000732 (Primary E)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$92.54			
19	<b>Hi Run JK42 Trailer tire ST205/90R15 075000304 (Primary E)</b>					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$58.56			





# MASTER AGREEMENT DETAILS

Master Agreement No: 180000000000000264

MA Version: 1

Page: 3 of 3

Line	Description					
20	Hi Run JK42 Trailer tire ST205/75R15 075000271 (Primary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50.28			
21	Hi Run JK42 Trailer tire ST225/75R15 075000050 (Primary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$51.04			
22	Con HTL Eco Plus 235/75R17.5 122000043 (Primary E)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$265.06			
23	Samson 700/750R15/16 080000311 (Secondary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$111.00			
24	Hi Run ST205/75R14 075000047 (Secondary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.84			
25	Hi Run ST205/75R15 075000048 (Secondary F)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39.22			
26	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	20.0000 %		\$0.00			
27	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	21.0000 %		\$0.00			
28	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	22.0000 %		\$0.00			
29	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	23.0000 %		\$0.00			
30	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	24.0000 %		\$0.00			
31	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	25.0000 %		\$0.00			
32	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	20.0000 %		\$0.00			
33	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	21.0000 %		\$0.00			
34	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	22.0000 %		\$0.00			
35	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	23.0000 %		\$0.00			
36	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	24.0000 %		\$0.00			
37	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	25.0000 %		\$0.00			
38	Free Form Line for items not listed within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	45.0000 %		\$0.00			

**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with automotive, truck, off road equipment and golf cart tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder (per group or line item) meeting all specifications, terms and conditions. The Secondary award will be to the next lowest bids, responsive, responsible bidders (per group or line item) meeting all specifications, terms and conditions. Secondary Contractor will be used when the Primary Contractor cannot provide the parts or service within the term of the contract.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must be an authorized seller of tires for a minimum of three (3) consecutive years. <b>Business license/documents must be attached.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a manufacturer authorized facility located within the Tucson Metropolitan area. <b>Provide Address of Tucson location:</b> <u>6720 S Alvernon Way Tucson AZ 85756</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Provide Pima County with a variety of tires, tire sizes, tubes and wheels list on the pricing page or equivalent. All items must be bid in each group to be deemed responsive for that group.

a. Contractor must provide documentation if submitting and equivalent tire. Documentation must include the following:

- Department of Transportation grade for tread
- Temperature
- Traction and speed rating generally located on the tire tag
- Tire identification number on the sidewall of the tire.

- b. Contractor must have a local (located within Tucson Metropolitan area) and Fleet Services (Fleet), may at times pick up tires/products at the local facility on an as-needed basis.
- c. Contractor must provide all in-stock tires ordered delivered on or before two (2) hours from notification of order placed by Fleet via e-mail or fax. If Contractor does not have tire in-stock, delivery must be made within a twenty-four (24) hour period from the time of the order, unless other arrangements are agreed upon by Fleet.
- d. Contractor must replace defective tires and products at no cost to Pima County. Fleet will notify contractor of defective product, at a mutually acceptable time Fleet and Contractor will meet to review defective product. Contractor will provide Fleet Services a determination within seventy-two hours (72) after meeting with Fleet.
- e. Pima County will contact Contractor to arrange a mutually agreeable time to return new, unused tires to Contractor for a full refund within a twelve (12) month period. A full refund (credit) will be issued within thirty (30) days of receipt of returned tires/products."
- f. Contractor must detail invoice according to the agreement, identification of the tire or product, quantity, and pricing plus applicable sales tax.
- g. **No additional fees (F.E.T taxes, surcharges for fuel, shop/environment fees, etc.) will be allowed.**
- h. Contractor shall provide all unit prices be quoted Free on Board (FOB) destination – except for non-stocked parts or where authorized Fleet personnel requests a premium freight method for quicker delivery of tires/product(s).
- i. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. Any relevant supporting data or documents must be provided upon demand County.
- j. Contractor is a required to deliver at no additional charge to County. Contractor will be required to pick up used tires **from the Contractor's group** upon delivery of that day's stock order and to dispose of the used tires properly
- k. Contractor's deliveries must be made to the following locations but not limited to the following locations:
 

<p>Pima County Fleet Services Parts Department 1291 S. Mission Rd Tucson, AZ 85713</p> <p>Pima County Fleet Services Parts Department 3355 N. Dodge Blvd. Tucson, AZ 85716</p>	<p>Pima County Fleet Services Parts Department 4700 S. Houghton Rd. Tucson, AZ 85730</p>
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- l. Contractor must deliver between the hours of operation 7:00 am to 3:30 pm, Monday through Friday, excluding County holidays.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO, or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered.

**ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

**Standard Early Payment Discount Percent:** 0 % if payment tendered within 0 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

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

Define delivery locations;

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Pima County Fleet Services Parts Department  
4700 S. Houghton Rd.  
Tucson, AZ 85730

Pima County Fleet Services Parts Department  
3355 N. Dodge Blvd.  
Tucson AZ 85716

Contractor guarantees delivery of product or service in less than 2 hours after issue date and time of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

**9. TAXES, FEES, EXPENSES:**

County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 284818 including the Invitation for Bids Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

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

**Minimum Scope and Limits of Insurance:**

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

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

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

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

**Professional Liability (Errors and Omissions) Insurance** – This insurance is required when the Professional Liability from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

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

**Additional Insurance Requirements:**

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

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

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

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

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

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

**Verification of Coverage:**

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

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

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: NONE**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
Addendum # 1	2/7/2018				
Solicitation # 284818					

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one)

NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

**15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: American Tire Distributors Inc.BUSINESS ALSO KNOWN AS: ATDMAILING ADDRESS: 6720 S Alvernon WayCITY/STATE/ZIP: Tucson AZ 85756REMIT TO ADDRESS: 6720 S Alvernon WayCITY/STATE/ZIP: Tucson AZ 85756CONTACT PERSON NAME/TITLE: Michael WallPHONE: 520-917-9690 FAX: 520 889-5062CONTACT PERSON EMAIL ADDRESS: mwall@atd-us.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: mwall@atd-us.comCORPORATE HEADQUARTERS ADDRESS: Po Box 3145 Huntersville NC, 28070-3145WEBSITE: ATD-US.COM

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

SIGNATURE:  DATE: 02-5-2018Michael Wall Account Manager  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFERPHONE AND E-MAIL: 520-917-9690 480-510-4144 MWall@atd-us.com

County Attorney Contract Approval "As to Form":

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses and will read each respondent's name, and if a Bid the amount, on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. County will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering evaluation criteria, conformity to the specifications and other factors.

If County makes an award, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that County determined to be responsible for supplying the required goods or services. Unless the Bid/Offer document specifies otherwise, County will determine the low/lowest bids considering the total bid amount.

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

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website for review. The Procurement Department will maintain a tabulation of responses.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the award in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION, APPLICABLE LAW and VENUE:**

The laws of the State of Arizona govern the interpretation and construction of this contract. Any action pursuant to this Contract must be filed and maintained in a court of the state of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions. If any of Contractor's terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

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



**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of County's consideration. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the contract so requires. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times, which extension of delivery time will be valid only if in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at their place of manufacture, destination or both. County will hold goods failing to meet specifications of the order or contract at Contractor's risk and may return them to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include them in the Unit Price.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract otherwise specifies.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivered goods or services have met all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract fails to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and to invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event County cancels the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage that County sustains in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies that the law or the contract provide.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly falsely certify, or induce others to falsely certify to a greater amount of labor or to the receipt of a greater amount or different kind of material or supplies than Contractor has actually delivered to County. If County discovers at any time that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer, then County will terminate any affected contract and that person or entity shall be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County develops. Participating agencies may contact Contractor to provide services and products pursuant to the pricing, terms and conditions that the County Master Agreement or Purchase Order defines. The parties may make minor adjustments by agreement to accommodate additional cost or other factors not present in the County's agreement and to satisfy particular Public Agency code or functional requirements within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be between the requesting party and Contractor. Contractor holds harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts is available on the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Pima County, and its departments, districts, officials, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Contractor must include costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products that Contractor will supply to County in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and Contractor will mark them as is practical, as the "Property of Pima County". If County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as County reasonably requests at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County had given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

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

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The parties may execute the Master Agreement or Purchase Order pursuant to this solicitation in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if they meet all other requirements for execution.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that County does not have authority to enter into the Master Agreement or Purchase

Order, County is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

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

**41. SEVERABILITY:**

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

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract Subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

## Attachment A: Pricing Page

(6 Pages)

### UNIT PRICES (Net 30-day Payment Terms)

**Group A: Automotive Passenger Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Bridgestone Ecopia EP422 P185/65R15 or equivalent	Bridgestone Ecopia EP422 P185/65R15	104024957	70	EA.	\$ 56.40	\$3,948.00
2	Goodyear Eagle RS-A Pursuit P245/55R18 or equivalent	Goodyear Eagle RS-A Pursuit P245/55R18	135001059	400	EA.	\$ 133.02	\$53,208.00
3	Firestone FireHawk GT Pursuit P245/55R18 or equivalent	Firestone FireHawk GT Pursuit P245/55R18	107000465	500	EA.	\$ 127.13	\$63,565.00
4	Firestone FireHawk GT Pursuit P235/55R17 or equivalent	Firestone FireHawk GT Pursuit P235/55R17	107000517	120	EA.	\$ 105.38	\$12,645.60
5	Firestone FireHawk GT Pursuit P265/60R17 or equivalent	Firestone FireHawk GT Pursuit P265/60R17	107000390	750	EA.	\$ 117.36	\$88,020.00
6	Firestone FireHawk GT Pursuit P225/60R16 or equivalent	Firestone FireHawk GT Pursuit P225/60R16	107621485	70	EA.	\$ 92.31	\$6,461.70
7	Goodyear Eagle RS-A Pursuit P235/55R17 or equivalent	Goodyear Eagle RS-A Pursuit P235/55R17	135001098	70	EA.	\$ 114.70	\$8,029.00
8	Goodyear Eagle RS-A Pursuit P265/60R17 or equivalent	Goodyear Eagle RS-A Pursuit P265/60R17	135001794	200	EA.	\$ 127.84	\$25,568.00
9	Bridgestone Ecopia EP422 P215/60R16 or equivalent	Bridgestone Ecopia EP422 P215/60R16	104001319	60	EA.	\$ 78.95	\$4,737.00
10	Goodyear Eagle Sport P225/45R18 or equivalent	Goodyear Eagle Sport P225/45R18	135001255	20	EA.	\$ 113.49	\$2,269.80

**Attachment A: Pricing Page**

<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b>  <b>Although County will pay taxes <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.</b></p>	<p><b>Group A SUB-TOTAL BID</b></p> <p style="text-align: right;">\$268,452.10</p>
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(continued)

**UNIT PRICES (Net 30-day Payment Terms)**

**Group B: Light Trucks/SUV Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
11	Firestone Transforce H/T LT245/75R17 or equivalent	Firestone Transforce H/T LT245/75R17	107000337	140	EA.	\$ 121.12	\$16,956.80
12	BF Goodrich A/T KO2 LT245/75R17 or equivalent	BF Goodrich A/T KO2 LT245/75R17	100000919	150	EA.	\$ 166.69	\$25,003.50
13	BF Goodrich A/T KO2 LT265/70R17 or equivalent	BF Goodrich A/T KO2 LT265/70R17	100001082	300	EA.	\$ 179.33	\$53,799.00
14	Bridgestone Dueler H/T P255/70R17 or equivalent	Bridgestone Dueler H/T P255/70R17	104001052	160	EA.	\$ 151.62	\$24,259.20
15	Bridgestone Dueler A/T P235/75R17 or equivalent	Bridgestone Dueler A/T P235/75R17	104081456	60	EA.	\$ 106.92	\$6,415.20
16	Bridgestone Duravis LT245/75R16 or equivalent	Bridgestone Duravis M700 LT245/75R16	104206310	120	EA.	\$ 143.44	\$17,212.80
17	Firestone Destination A/T P255/70R17 or equivalent	Firestone Destination A/T P255/70R17	10705492	12	EA.	\$ 124.60	\$1,495.20
18	Firestone Transforce H/T LT245/70R17 or equivalent	Firestone Transforce H/T LT245/70R17	107000344	60	EA.	\$ 121.98	\$7,318.80
19	Goodyear Wrangler SR-A LT265/70R18 or equivalent	Goodyear Wrangler SR-A LT265/70R18	135001270	150	EA.	\$ 170.27	\$25,540.50
20	BF Goodrich A/T KO2 LT265/70R18 or equivalent	BF Goodrich A/T KO2 LT265/70R18	100000800	40	EA.	\$ 206.19	\$8,247.60

**Attachment A: Pricing Page**

21	Firestone Transforce H/T LT235/75R15 or equivalent	Firestone Transforce H/T LT235/75R15	107189837	50	EA.	\$ 103.67	\$5,183.50
22	Goodyear Wrangler SR-A P265/70R17 or equivalent	Goodyear Wrangler SR-A P265/70R17	135652669	30	EA.	\$ 114.92	\$3,447.60
23	Hankook Dynapro A/T RF08 P235/75R17 or equivalent	Hankook Dynapro A/T RF08 P235/75R17	151723151	20	EA.	\$ 111.23	\$2,224.60
24	Firestone Transforce A/T 2 LT245/75R17 or equivalent	Firestone Transforce A/T 2 LT245/75R17	107205222	88	EA.	\$ 129.65	\$11,409.20
25	Firestone Transforce H/T LT265/70R18 or equivalent	Firestone Transforce H/T LT265/70R18	107000466	100	EA.	\$ 141.48	\$14,148.00
26	Bridgestone Dueler A/T LT265/70R17 or equivalent	Bridgestone Dueler A/T LT265/70R17	104001061	180	EA.	\$ 199.80	\$35,964.00
<p><b>FOB Destination/Unloaded; include cost of freight in unit price.</b></p> <p><b>Although County will pay taxes <u>IF</u> applicable, do <u>NOI</u> include sales tax in unit price.</b></p>							<p><b>Group B SUB-TOTAL BID</b></p> <p>\$258,625.50</p>

(continued)

UNIT PRICES (Net 30-day Payment Terms)

**Group C: Medium/Heavy Truck Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USA IE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
27	Firestone Transforce H/T LT235/80R17 or equivalent	Firestone Transforce H/T LT235/80R17	107191282	20	EA.	\$ 123.58	\$2,471.60
28	Bridgestone Duravis LT235/85R16 or equivalent	Bridgestone Duravis LT235/85R16	104191843	12	EA.	\$ 128.45	\$1,541.40



**Attachment A: Pricing Page**

29	Goodyear G622 RSD 225/70R19.5 14 PLY or equivalent	Goodyear G622 RSD 225/70R19.5 14 PLY	134000354	14	EA.	\$ 255.04	\$3,570.56
30	Hankook AH11 225/70R19.5 12 PLY or equivalent	Toyo M143 AP 12 PLY	190002331	12	EA.	\$ 209.00	\$2,508.00
31	Hankook DH07 225/70R19.5 14 PLY or equivalent	Toyo M143 14 PLY	190002411	14	EA.	\$ 229.92	\$3,218.88
32	Hankook AH37 11R22.5 16 PLY Conventional or equivalent	Toyo M170 16 PLY	190002272	150	EA.	\$ 286.43	\$42,964.50
33	Hankook AM06 11R22.5 16 PLY Traction or equivalent	Toyo AP M154 16 PLY	190002415	220	EA.	\$ 336.42	\$74,012.40
34	Hankook AM09 315/80R22.5 Conventional or equivalent	Toyo AP RIB M144	190001898	80	EA.	\$ 408.20	\$32,656.00
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group C SUB-</b>	
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>						<b>TOTAL BID</b>	<b>\$162,943.34</b>

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group D: Off Road and Heavy Equipment Truck Tires (ALL items must be bid in this group or your company will be deemed nonresponsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
35	Solideal Backhoe SL R4 12.5/80X18 or equivalent	Solideal Backhoe SL R4 12.5/80X18	156001837	30	EA.	\$ 218.15	\$6,544.50
36	Solideal Compactor SM C1 7.50-15 or equivalent	Solideal SMOOTH 7.50-15	185000084	4	EA.	\$ 171.04	\$684.16
37	Bridgestone VUT G-2 TL 17.5R25 or equivalent	Bridgestone VUT G-2 TL 17.5R25	112344212	35	EA.	\$ 1228.92	\$43,012.20
38	Firestone Regency AG 12-16.5 or equivalent	Solideal X wall 12-16.5	185000329	4	EA.	\$ 282.87	\$1,131.48
39	Solideal 20.5X25 Radial or equivalent	Solideal 20.5X25	185000047	12	EA.	\$ 960.11	\$11,521.32
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group D SUB-TOTAL BID</b>	
<b>Although County will pay taxes <u>IF</u> applicable, do <u>NOI</u> include sales tax in unit price.</b>						<b>\$62,893.66</b>	

**Attachment A: Pricing Page (continued)****UNIT PRICES (Net 30-day Payment Terms)****Group E: Farm/Turf/Golf Carts/Trailer Tires (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
40	Carlisle Tire 18.5X8.50-8 or equivalent	Carlisle Tire 18.5X8.50-8	170099524	140	EA.	\$ 53.49	\$7,488.60
41	Goodyear Marathon Trailer Tire ST235/80R16 or equivalent	Goodyear Marathon Trailer Tire ST235/80R16	135394406	150	EA.	\$ 93.63	\$14,044.50
42	Hankook F19 Trailer Tire 7.50R16 or equivalent	Samson Trailer Tire 7.50R16	080000732	300	EA.	\$ 92.54	\$27,762.00
43	Samson Trailer Tire ST205/90R15 or equivalent	Hi Run JK42 Trailer Tire ST205/90R15	075000304	160	EA.	\$ 58.56	\$9,369.60
44	Hi Run JK42 Trailer Tire ST205/75R15 or equivalent	Hi Run JK42 Trailer Tire ST205/75R15	075000271	60	EA.	\$ 50.28	\$3,016.80
45	Hi Run JK42 Trailer Tire ST225/75R15 or equivalent	Hi Run JK42 Trailer Tire ST225/75R15	075000050	120	EA.	\$ 51.04	\$6,124.80
46	Samson GL283A 235/75R17.5 or equivalent	Con HTL Eco Plus 235/75R17.5	122000043	12	EA.	\$ 265.06	\$3,180.72
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b>						<b>Group E SUB-TOTAL BID</b>	<b>\$70,987.02</b>
<b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>							

**Attachment A: Pricing Page (continued)**

**UNIT PRICES (Net 30-day Payment Terms)**

**Group F: Tubes and Wheels (ALL items must be bid in this group or your company will be deemed non-responsive)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacture Name	Part Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
47	700/750R15/16 Tube includes Liner PN TU02409	Samson 700/750R15/16	080000311	6	EA.	\$ 111.00	\$ 666.00
48	ST205/75R14 Tire and Wheel Assy. PN ASB1002	Hi Run ST205/75R14	075000047	6	EA.	\$ 36.84	\$ 221.04
49	ST205/75R15 Tire and Wheel Assy. PN ASB1004	Hi Run ST205/75R15	075000048	6	EA.	\$ 39.22	\$ 235.32
<b>Group F</b>						<b>Sub-TOTAL BID</b>	<b>\$1,122.36</b>

**FOB Destination/Unloaded; include cost of freight in unit price.**

**Although County will pay taxes IF applicable, do NOI include sales tax in unit price.**

**DISCOUNT:**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. **The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.**

Manufacturer Name: \_\_\_\_\_ Bridgestone \_\_\_\_\_ Discount: \_\_\_\_\_ 20%-25% Base \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Firestone \_\_\_\_\_ Discount: \_\_\_\_\_ 20%-25% Base \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ BF Goodrich \_\_\_\_\_ Discount: \_\_\_\_\_ 45% Base \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Solicitation No. 284818

Addendum 1

Title: Automotive, Truck and Off Road Tires

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_

Manufacturer Name: \_\_\_\_\_ Discount: \_\_\_\_\_