



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

Award Contract Grant

Requested Board Meeting Date: 12/17/2024

** = Mandatory, information must be provided*

or Procurement Director Award:

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

Consolidated Electrical Distributors dba CED Tucson (Headquarters: Irving, TX)
Electric Supply, Inc. (Headquarters: Phoenix, AZ)
Merks Enterprises, LLC dba Arizona Commercial Lighting & Supply (Headquarters: Tucson, AZ)

***Project Title/Description:**

Electrical Parts & Supplies Groups 1-4

***Purpose:**

Award: Supplier Contract Nos. (see below). These Supplier Contracts are for an initial term of one (1) year in the combined annual award amount of \$896,000.00 (including sales tax) and includes four (4) one-year renewal options.
Administering Department: Facilities Management.

Supplier Contract Nos.	Awarded Groups	Contractor Name	Annual Award Amount	Total Not To Exceed
2400002372	1	Merks Enterprises LLC	\$ 132,000.00	\$ 132,000.00
2400002373	1	Consolidated Electrical Distributors, Inc.	\$ 142,000.00	\$ 500,000.00
	2	Consolidated Electrical Distributors, Inc.	\$ 194,000.00	
	3	Consolidated Electrical Distributors, Inc.	\$ 89,000.00	
	4	Consolidated Electrical Distributors, Inc.	\$ 75,000.00	
2400002375	2	Electric Supply, Inc.	\$ 168,000.00	\$ 264,000.00
	3	Electric Supply, Inc.	\$ 96,000.00	
Combined Total:				\$ 896,000.00

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB2400002221 was conducted. Four (4) responses were received. Award is to the lowest, responsive and responsible bidders.

PRCUID: 2400002

Attachments: Notice of Recommendation for Award and Supplier Contracts.

***Program Goals/Predicted Outcomes:**

To purchase electrical supplies on an as needed basis, which will assist County departments in maintaining buildings and critical equipment.

***Public Benefit:**

Ensures that electrical systems, lighting, and other essential functions of the County remain operational and in the best condition possible. Supplier Contracts will ensure public funds are being used effectively by an open competitive bid process and obtaining the best prices possible.

***Metrics Available to Measure Performance:**

A Purchase Order (PO) will be provided for each and every purchase. Invoices will be checked for accuracy and compliance to all terms of this contract.

***Retroactive:**

No.

TD: COB 11-21-24 (1)
pgs: 107

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: SC Department Code: PO Contract Number (i.e., 15-123): See Purpose
Commencement Date: 12/17/2024 Termination Date: 12/16/2025 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 896,000.00 * Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100

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

If Yes, 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 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense 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):

Commencement 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: Procurement Officer: Stephen Romero Digitally signed by Stephen Romero Date: 2024.11.19 13:29:20 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.11.19 15:27:01 -07'00'

Department: Procurement Director: Terri Spencer Telephone: 520-724-3021

Department Director Signature: Date: 11/20/2024

Deputy County Administrator Signature: Date: 11-20-2024

County Administrator Signature: Date: 11-20-2024



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: November 20, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB2400002221 for Electrical Parts & Supplies 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 December 17, 2024.

Award is recommended to the lowest, responsive and responsible Bidders.

VENDOR NAMES	Consolidated Electrical Distributors DbA CED Tucson	Electric Supply, Inc.	Graybar Electric Inc.	Merks Enterprises LLC DbA Arizona Commercial Lighting & Supply
GROUP 1 – Lighting Supplies				
TOTAL BID AMOUNT GROUP 1:	(S) \$128,902.67*	\$76,010.00**	\$57,517.50**	(P) \$119,359.05*
GROUP 2 – Fuses, Wires, Etc.				
TOTAL BID AMOUNT GROUP 2:	(P) \$175,599.57*	(S) \$152,211.90*	\$239,774.95	\$0.00
GROUP 3 – Square D Only				
TOTAL BID AMOUNT GROUP 3:	(P) \$80,158.85*	(S) \$86,578.00*	\$96,700.50	\$0.00
GROUP 4 – GE Only				
TOTAL BID AMOUNT GROUP 4:	(P) \$67,499.40*	\$0.00	\$0.00	\$0.00

(P) Primary Position (first lowest bidder)

(S) Secondary Position (second lowest bidder)

*Awardees' per groups

**Insufficient items bid for group award consideration

Issued by: Stephen Romero, Procurement Officer
Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

AW

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Electrical Parts & Supplies on an "as required basis" by issue of Purchase Order ("PO"). It is the intent for Pima County to award Primary, Secondary and Tertiary for each group. Each prospective Contractor may bid on any or all groups.

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

The established SC will identify the Contractor to provide the required items as designated by the following groups:

Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies.

Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire.

Group 3: Square D Brand Only

Group 4: GE Brand Only

Group 5: Westinghouse/Eaton/Cutler Hammer Only

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

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 the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities to provide electrical supplies. Include one (1) copy of license with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor has been in the business of Electrical Parts & Supplies for a minimum of three (3) consecutive years, including current year. Include one (1) copy of each year licenses with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Contractor must have a branch within the greater Tucson, AZ metropolitan area. 2050 E. EASTLAND ST. TUCSON, AZ 85719 <hr/> Provide local Tucson, AZ address.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

The Contractors certify that they are competent, willing, and responsible for performing the services or providing the products in accordance herein with the requirements of this Contract.

4.1. General Specifications

- 4.1.1. This solicitation is intended to have a Primary, Secondary and Tertiary Contractor for each group. Each prospective Contractor may bid on any or all groups. Each group will have a list of parts and estimated annual quantities, these quantities are not guaranteed and could decrease/increase during the term of the Contract.
- 4.1.2. Contractor is required to keep on hand a reasonable supply and quantity of items listed for the group(s) they are awarded. Contractor will make every attempt to provide the supplies requested the same day they are ordered by whatever means necessary to comply with the terms of this agreement.
- 4.1.3. Parts and items requested that do not appear on the Bid List will be given a percentage discount based on current list price. Prices are subject to change; percentage discount will remain unchanged for the duration of the Contract unless a greater percentage discount can be offered and held by Contractor.
- 4.1.4. Contractor will provide an invoice at the time of order fulfillment that reflects pricing for each item. Items requested not on the Contract will show:
- List price
 - Discounted price that reflects the agreed discount percentage for that group
 - PO number and employee who place order
- 4.1.5. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.
- 4.1.6. Order Fulfillment- Items must be delivered within two (2) business days. Items not on the bid list to be delivered within ten (10) business days, unless otherwise communicated with County.

4.2. Item Specifications

This contract contains some "*no substitute*" items. Contractor must provide items that conform to the specifications and requirements herein for any item designated as "no substitute" by the contract. Substitution of any "*no substitute*" item for an equivalent item is not permitted, and County will not allow any deviations.

For all groups that are not identified as no-substitute, substitutions to the specific manufacturer and product numbers listed are permitted if similar, improved, or enhanced. Substitution items must function identically as listed items. County has the sole authority in determining equivalency.

4.2.1. Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies:

Contractor will provide lighting fixtures, wall packs, exit lighting, emergency lighting, pole lighting and other illumination fixtures. Lamps of assorted types including but not limited to Fluorescent, LED, CFL, HPS, and Metal Halide. Ballasts, lamp holders, tombstones, Edison bases (medium, candelabra, and Mogul) LED drivers, capacitors, emergency ballasts, fixture whips, LED surge protectors and other lighting accessories for multiple voltages including 120/208/277/480.

4.2.2. Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire:

Contractor will provide fuses of various voltages. These include time delay and fast acting, ceramic and glass types. Various series such as GLR, G, J, T, CC and others may be requested.

Contractor will provide Conduit consisting of but not limited to SCH. 40 PVC, Rigid metal (RMC, IMC) Metal tubing (EMT) Nonmetallic tubing (ENT) Flexible (FMC, LFMC). Electrical boxes of various sizes and ratings, weatherproof, traffic rated, metal, plastic and concrete. Electrical conduit fitting of all types including hangers, straps, Uni-strut components, connectors, fasteners, bushings, nipples, insulators, MC connectors, blocks, fish line and pull cord, compounds and associated items related to this group. Contractor will provide electrical devices such as receptacles, disconnects, switches, distribution blocks, toggle switches, time clocks, relays, lugs, wire connectors of all types and ratings (wire nuts, stab connectors), electrical tape and wraps, cable ties, and related items.

Contractor will provide wire of all types and sizes including but not limited to: THHN, XHHW, MC Cable and bare solid wire.

4.2.3. Group 3: Square D- Brand Only:

This is a No Substitute Group. Contractor will supply Square D products consisting of circuit breakers (single pole, two pole and three pole) safety switches and other Square D brand products. Items requested not on the list provided will be priced to the County using the same agreed to discount percentage.

4.2.4. Group 4: GE- Brand Only:

This is a No Substitute Group. Contractor will supply GE products consisting of circuit breakers (single pole, two pole, and three pole) safety switches, traffic lighting products and other GE specific products. Items requested not on the list provided will be priced to the County using the same discount percentage.

4.2.5. Group 5: Westinghouse/Eaton/Cutler Hammer Only:

This is a No Substitute Group. Contractor will supply Westinghouse/Eaton/Cutler Hammer products consisting of circuit breakers (single pole, two pole, and three pole) safety switches and other products produced by this family of companies. Additional products such as contact blocks, pull apart terminal blocks and coil latch relays are also required in this group. Items requested not on the list provided will be priced to the County using the same discount percentage.

All products will be commercial grade, UL listed, new unused and carrying full manufacturer warranty. Warranty items will be returned to Contractor for replacement or refund. Items will be returned at Contractor's cost as Pima County will not pay restocking fees.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO 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 SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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 amendment 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 County's 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.

7. ACCEPTANCE OF GOODS & SERVICES

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

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

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

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

Pricing- Complete unit prices in Documents and Items tab on BidNet.

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

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract

renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price - (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price
ELECTRICAL PARTS + SUPPLIES	N/A	N/A	20%
IFB240002221	N/A	N/A	20%
Group 1-5	N/A	N/A	20%

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

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does 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.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes 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 will submit valid invoice document consistent with the associated PO to County's 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 Early Payment Discount.

Optional Early Payment Discount: 2% if payment tendered within 10 Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's PO document.

All Invoice documents will reference County's PO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, AND unit of measure included in County's order

document for ALL Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO 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 PO 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).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. 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 Standard Terms and Conditions and to the location(s) on the PO document.

- If requested, Contractor will deliver materials to specified Pima County location at no additional cost.
- Items requested shall be available same day or if the item requested is a special order it shall be available for pick up within 10 business days. Additional freight charges, next day/overnight fees must be included in the unit price. Freight charges will not be invoiced as a line item.
- Items may be ordered over the phone to be picked up as a will call or in person at the Supplier's location. A Purchase Order (PO) number will be provided at the time the order is placed.

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

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, 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 itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB2400002221 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, 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.

13. 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, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. 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. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-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.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

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

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary, and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. 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 must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

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

13.5. Approval and Modifications

County's 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. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	9/25/24	3	10/23/24		
2	10/1/24				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? 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.

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16. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: CONSOLIDATED ELECTRICAL DIST.

BUSINESS ALSO KNOWN AS: CED - TUCSON

MAILING ADDRESS: 2050 E. EASTLAND ST.

CITY/STATE/ZIP: TUCSON, AZ 85719

REMIT TO ADDRESS: 2050 E. EASTLAND ST.

CITY/STATE/ZIP: TUCSON, AZ 85719

CONTACT PERSON NAME/TITLE: LOGAN DUMAIS / SALES

PHONE: 520-622-3321 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: LOGAN.DUMAIS@CED-TUCSON.COM

EMAIL ADDRESS FOR ORDERS & CONTRACTS: BRITTANY.GONZALES@CED-TUCSON.COM

CORPORATE HEADQUARTERS ADDRESS: 1920 WESTRIDGE DR. IRVING, TX 75038

WEBSITE: WWW.CED-TUCSON.PORTALCED.COM

By signing and submitting the Offer Agreement, 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 County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's 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 contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: [Signature] DATE: 10/23/2024

LOGAN DUMAIS / SALES

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-622-3321 | LOGAN.DUMAIS@CED-TUCSON.COM

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. WARRANTY

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may 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. No verbal agreement for adjustment is acceptable.

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

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. ~~In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.~~

6. 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 delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not to conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof 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. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any SC, PO, 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.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

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

13. 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. 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.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's 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.

18. 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.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and 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 reasonably requested by County 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 described 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 has given Contractor reasonable time to respond to County's requests for support.

20. 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.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, 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 accepted by County before the effective date of the termination.

23. 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: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is 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 County's Merit System. Contractor is responsible for paying 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.

25. BOOK 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.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards 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 SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. 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 contract and any SC, PO, or DO 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.

29. 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 that it directly employs. 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.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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.

32. 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 County otherwise specifies and agrees in writing, 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.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees.

Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2022

ISSUED TO: CONSOLIDATED ELECTRICAL DISTRICT
INCORPORATED & SUBS
1920 WESTRIDGE DR
IRVING TX 75038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07626194
START DATE: 01/02/2001
ISSUED: 11/16/2021
EXPIRES: 12/31/2022

LOCATION: CODE 016
CONSOLIDATED ELECTRICAL
DISTRIBUTORS
2050 E EASTLAND ST
TUCSON, AZ 85719
2100062214384

BUSINESS CODE

017 - RETAIL
029 - USE TAX
129 - USE TAX DIRECT PAYMENTS
017 - RETAIL
029 - USE TAX

REGION

PMA - PIMA
PMA - PIMA
PMA - PIMA
TU - TUCSON
TU - TUCSON

JURISDICTION

COUNTY
COUNTY
COUNTY
CITY
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
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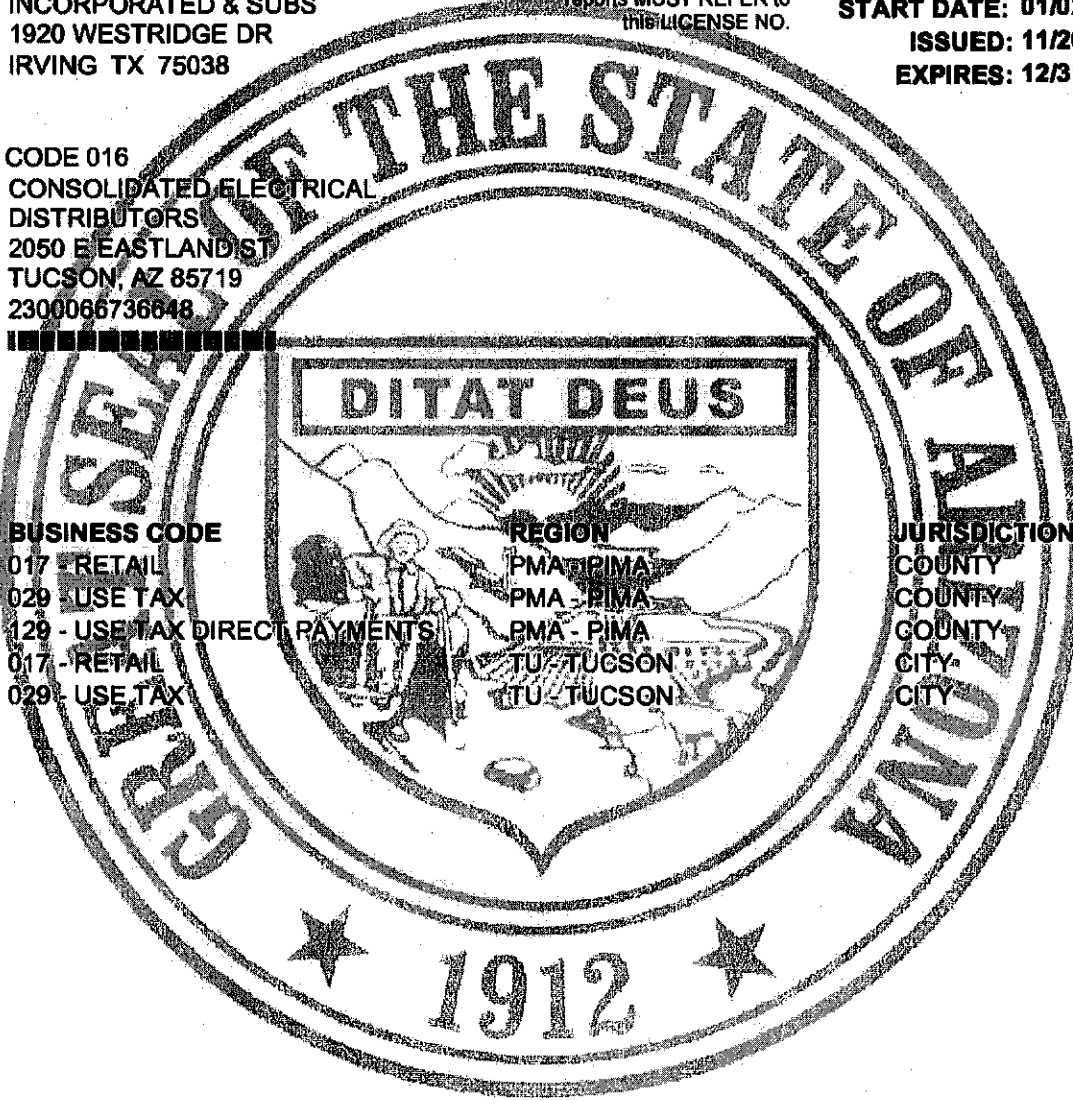
2024

ISSUED TO: CONSOLIDATED ELECTRICAL DISTRICT
INCORPORATED & SUBS
1920 WESTRIDGE DR
IRVING TX 75038

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07626194
START DATE: 01/02/2001
ISSUED: 11/20/2023
EXPIRES: 12/31/2024

LOCATION: CODE 016
CONSOLIDATED ELECTRICAL
DISTRIBUTORS
2050 E EASTLAND ST
TUCSON, AZ 85719
2300066736648



BUSINESS CODE

017 - RETAIL
029 - USE TAX
129 - USE TAX DIRECT PAYMENTS
017 - RETAIL
029 - USE TAX

REGION

PMA - PIMA
PMA - PIMA
PMA - PIMA
TU - TUCSON
TU - TUCSON

JURISDICTION

COUNTY
COUNTY
COUNTY
CITY
CITY

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ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2023

ISSUED TO: CONSOLIDATED ELECTRICAL DISTRICT
INCORPORATED & SUBS
1920 WESTRIDGE DR
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LICENSE: 07626194
START DATE: 01/02/2001
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LOCATION: CODE 016
CONSOLIDATED ELECTRICAL
DISTRIBUTORS
2050 E EASTLAND ST
TUCSON, AZ 85719
2200064565490

BUSINESS CODE

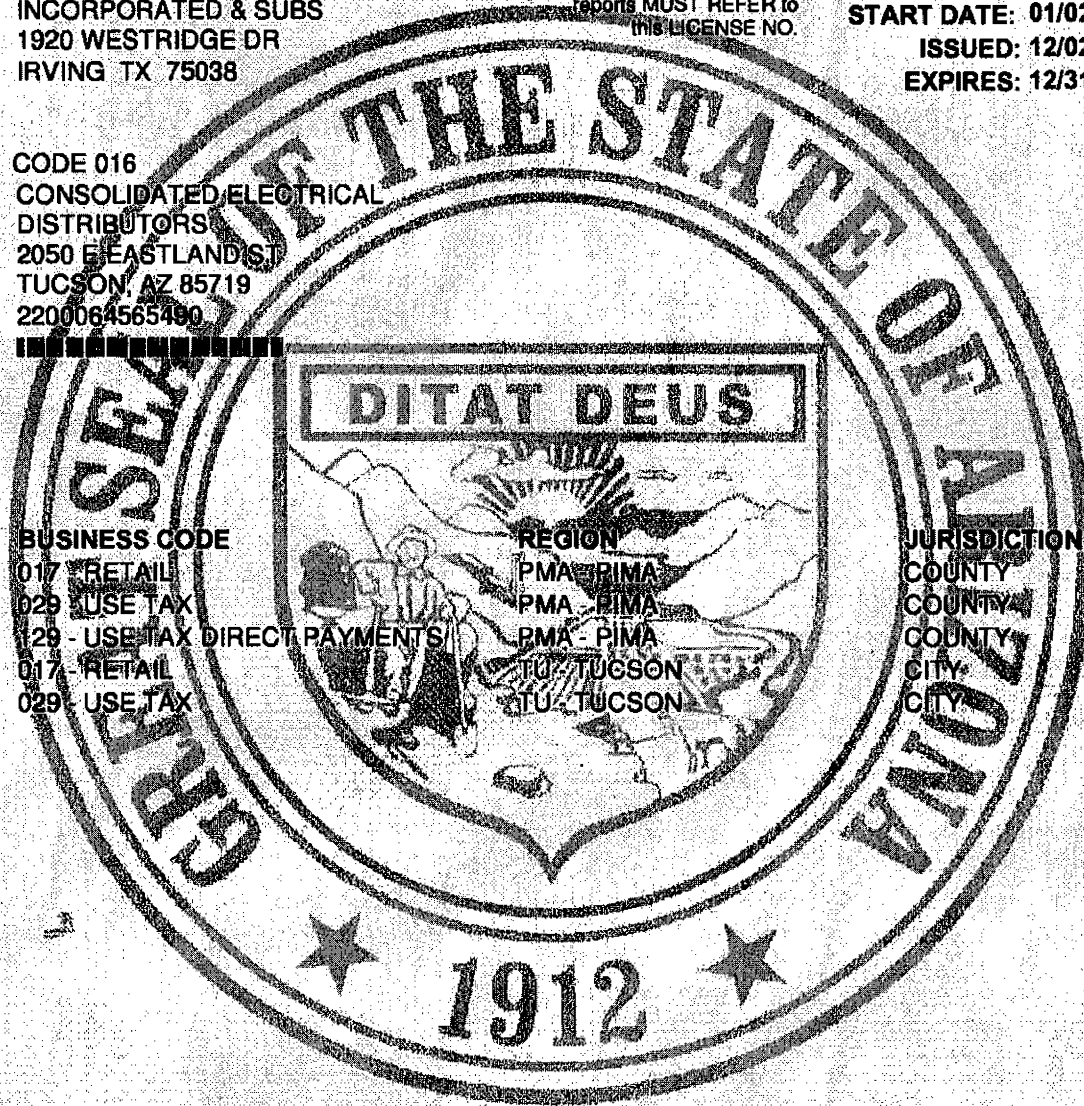
017 - RETAIL
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PMA - PIMA
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TU - TUCSON

JURISDICTION

COUNTY
COUNTY
COUNTY
CITY
CITY



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Arizona Form 5000A

Arizona Resale Certificate

- Use this form to purchase tangible personal property for resale in the ordinary course of business.
- Wholesalers must have a Transaction Privilege Tax ("TPT") or other state's Sales Tax License to purchase tangible personal property for resale.

This Certificate is prescribed by the Department of Revenue pursuant to A.R.S. § 42-5022. The purpose of the Certificate is to document the purchase of tangible personal property for resale in the purchaser's regular course of business. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. This Certificate shall be obtained from the purchaser at the time of the sale. Incomplete Certificates are not considered to be accepted in good faith.

A. Business Name and Address:			B. Check Applicable Box:	
Business Name CED-Tucson	*TPT/Sales Tax License No. 07-626194-R		<input type="checkbox"/> Single Transaction Certificate	
Address 2050 E Eastland			<input checked="" type="checkbox"/> Period: From <u>01/01/2024</u> Through <u>12/31/2024</u> <small>(You must choose specific dates for which the certificate will be valid. You are encouraged not to exceed a 12 month period. However, a certificate will be considered to be accepted in good faith for a period not to exceed 48 months if the vendor has documentation the TPT license is valid for each calendar year covered in the certificate.)</small>	
City Tucson	State AZ	ZIP Code 85719		
Business Email (Optional)			Business Telephone Number (Optional) 520-622-3321	
Vendor's Name				

C. Precise Nature of Purchaser's Business:
Electrical Wholesale

D. Description of Property Being Purchased:
Electrical Supplies

E.
The following sales of tangible personal property do not require the purchaser to provide a TPT or other Sales Tax License (check appropriate box):

- Sales to the U.S. government or its departments or agencies for resale (purchased directly by the Federal Government).
- Sales to an unlicensed Arizona School District for resale (purchased directly by the school district).
- Sales to a nonprofit charitable I.R.C. § 501(c)(3) organization for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), or (c)(6) organization associated with a major league baseball team or a national professional golfing association for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(3), (c)(4), (c)(6), (c)(7), or (c)(8) organization that sponsors a rodeo featuring farm and ranch animals for resale. (Attach I.R.S. determination letter to this form.)
- Sales to a nonprofit charitable I.R.C. § 501(c)(6) organization that produces, organizes, or promotes a cultural or civic related festival or event - for resale. (Attach I.R.S. determination letter to this form.)

F. Certification
A seller that has reason to believe that this Certificate is not accurate, complete, or applicable to the transaction may not accept the Certificate in good faith and the seller will not be relieved of the burden of proving entitlement to the exemption from tax. A seller that accepts a Certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption from tax as provided in A.R.S. § 42-5009. Subsequent use or consumption of the tangible personal property by the purchaser other than sale in the ordinary course of business will subject the purchaser to the Arizona use tax. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to A.R.S. § 42-1127(B).

I, (print full name) Jordan Cook, hereby certify that these purchases are for resale in the ordinary course of business and that the information on this Certificate is true, accurate and complete. Further, if purchasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

SIGNATURE OF PURCHASER:  Manager TITLE: 11/01/2023 DATE

PIMA COUNTY

Pima County Procurement Department
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 Tucson AZ 85701



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Supplier:	Contract Name:
Merks Enterprises LLC Po Box 57066 Tucson, AZ 85732	Electrical Parts & Supplies- Merks

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
Phone: +1 (520) 3229580			
Email: mike.a@azcommerciallighting.com			
Terms: Net 30			
Days:			
	Currency	NTE Amount	Used Amount
	USD	132,000.00	0.00

Contract/Amendment Description:

Group 1- Lighting Supplies

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$138,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	10.5PL-C/T LED/ 26V-3500 458422 Direct Replacement	Each	10.98		
2	10T8/48-3500IF***** (PHILIPS 10T8/48-3500IF #473982 PHILIPS INSTANTFIT T...	Each	6.25		
3	10T8/48-4000IF (PHILIPS 10T8/48-4000IF INSTANTFIT LEDT8 12W 4000K #473990)	Each	7.70		
4	12 Watt LED PAR 30S/ F25/3000/DIM 43530-5 Short Neck	Each	11.35		

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Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
5	12.5 watt LED PAR30L/ F25/3000/Dim 45467-8 Long Neck	Each	11.35		
6	12T8/48-3500IF Instant Fit T8 LED Lamp 4ft	Each	9.82		
7	13 Watt LED PAR38/ F25/3000/DIM45473-6 3000k Dimmable	Each	12.49		
8	14 WATT CORN LAMP 1650 LUMENS 3000K E26	Each	15.80		
9	14T5HE/48-835/IF20/G/ DI (PHILIPS 14T5HE/ 48-835/IF20/G/DIM 14 WATT T5	Each	11.04		
10	17PAR38/F25/3000/DIM 435396	Each	13.61		
11	2x2 LED Flat Light Panel 35k Dimming 30-40w	Each	44.49		
12	2x4 LED Flat Light Panel 35k Dimming 50w	Each	62.44		
13	35T8/96-3500 IF FA8 10/1 (35T8/96-3500 IF FA8 10/1 PHILIPS 469247 LED 35W 8'...	Each	11.93		
14	35T8/96-4000 IF FA8 10/1 (35T8/96-4000 IF FA8 10/1 PHILIPS 469254 LED 35W 8'...	Each	11.93		
15	45 Watt Corn Cob LED lamp	Each	28.90		
16	6' Fixture Whip 18awg	Each	14.90		
17	60 Watt corn cob 2700k	Each	63.45		
18	6PAR20/F25/3000/DIM 45605.3 6 watt LED PAR20 3000k	Each	8.51		
19	7MR 16/LED/F25/830/ DIM 45745-7 7WATT MR16 3000K Dim	Each	7.05		
20	8.5PL-C/T LED/ 26H-3500 458380 Direct Replacement	Each	10.98		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
21	8FT F96T8 INS 2-LIGHT OR 1-LIGHT T8 BALLAST 120-277 VOLT INSTANT START	Each	26.95		
22	9.5BR30/2200-2700/DIM LED BR30 452243	Each	3.65		
23	AM20 (LADL20) (AM20..EMERGENCY BALLAST FOR 1- 13 WATT TO 42 WATT OR 2- 13 WATT TO...	Each	84.50		
24	B50 (B50 BODINE EMERGENCY BALLAST FOR 1 OR 2 LAMP 1100 - 1400 LUMENS 17 WATT TO ...	Each	132.22		
25	B50LP (B50LP BODINE EMERGENCY BALLAST 90 MIN RUN 750-1300 LUMEN LOW PROFILE)	Each	132.22		
26	Ballast FLUORESCENT LAMP, F40 T12 2-lamp	Each	18.15		
27	Ballast, 120,208,240,277 480V 1000 WATT HPS	Each	214.43		
28	Ballast, 120/208/240/277/480v 400W HPS	Each	124.09		
29	Ballast, 120/208/240/277/480V 250WATT HPS	Each	93.35		
30	Ballast, 120/208/240/277V 70W HPS	Each	58.50		
31	Ballast, 120/277 INSTANT START 3 LAMP	Each	11.92		
32	Ballast, 120/277 INSTANT START 4 LAMP	Each	11.99		
33	Ballast, 120/277V 50 W HPS	Each	97.45		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
34	Exit Emergency Combo Unit White with Red Letters	Each	42.90		
35	I-320 (I-320 EMERGENCY BALLAST FOR T5 & T8 LAMPS (WORKS WITH LED))	Each	143.70		
36	LAMP FLUORESCENT 22INCH, F24T5/841/HO/ALTO/24WATT	Each	2.23		
37	LAMP FLUORESCENT 48INCH, F32T8/ADV841/EW/ALTO/30WATT	Each	2.80		
38	LAMP FLUORESCENT 48INCH, F32T8/ADV841/XEW/ALTO/25WATT	Each	2.80		
39	LAMP FLUORESCENT 48INCH, F32T8/TL835/XLL/ALTO/XLL/A	Each	2.80		
40	LAMP FLUORESCENT 48INCH, F32T8/TL841/XLL/ALTO/XLL/A	Each	2.80		
41	LAMP FLUORESCENT 96INCH, F96T8/TL841/HO/PLUS/ALTO/8	Each	23.65		
42	LAMP FLUORESCENT 96INCH, F96T8/TL841/LUS/ALTO/59WAT	Each	20.45		
43	LAMP FLUORESCENT, F32T8/ADV841/EW/ALTO/28WATT	Each	2.80		
44	LAMP FLUORESCENT, F13WT5 835	Each	9.64		
45	LAMP FLUORESCENT, F39T5/835 HO	Each	8.09		
46	LAMP FLUORESCENT, F28T5 835	Each	2.35		
47	Lamp, F20T12CW	Each	3.08		
48	Lamp, F30T12CW	Each	8.18		
49	Lamp, F32T8TL835	Each	2.80		
50	Lamp, F96T12CW/HO	Each	2.80		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
51	Lamp, Sodium Vapor, LP, 55W	Each	55.68		
52	Lampholder, Fluorescent, Med, Bi-Pin, 13353-N, Leviton	Each	1.25		
53	LED Surge Protectors	Each	5.08		
54	PS1400QD (PS1400QD FLUORESCENT EMERGENCY BATTERY PACK 1400 LUMEN OUTPUT QUICK DIS...	Each	189.60		
55	PS1400QD (PS1400QD FLUORESCENT EMERGENCY BATTERY PACK 1400 LUMEN OUTPUT QUICK DIS...	Each	10.70		
56	RAB 12W LED LT FX, RAB ENTRA12Y	Each	167.65		
57	RAB 13W BRZ FLOODLIGHT, RAB HBLED13YA	Each	263.20		
58	RAB 18W LED WALL PACK, RAB SLIM18Y	Each	176.60		
59	RAB 26W LED WALL PACK, RAB SLIM26Y	Each	176.60		
60	RAB 26W LED WLPK LT FX, RAB WPLED26Y	Each	329.55		
61	RAB 277V LED FLD-LT FIX, RAB FFLED 39Y	Each	333.40		
62	RAB 277V LED WLPK, RAB SLIMFC37Y	Each	88.20		
63	RAB 277V LED WLPK, RAB SLIMFC57Y	Each	394.80		
64	RAB 277V WL PK LT FX, RAB WPLED26/E	Each	907.75		
65	Socket Reducer L8681(mogul to med)	Each	4.40		

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Supplier:	Contract Name:
Consolidated Electrical Distributors Inc 15230 N 75th St, Ste 2020 Scottsdale, AZ 85260	Electrical Parts & Supplies- Consolidated -Groups 1-4

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
Phone: +1 (480) 9665227			
Email: brittany.gonzales@ced-tucson.com			
Terms: 2% 10, Net 30			
Days: 10			
0			
	Currency	NTE Amount	Used Amount
	USD	498,000.00	0.00

Contract/Amendment Description:

Groups 1-4

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$498,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Goup 2- FUSE 600V 225A ID RK1	Each	179.46		
2	Group 1- LAMP FLUORESCENT 48INCH, F32T8/ADV841/ XEW/ALTO/25WATT	Each	6.08		
3	Group 1- 10.5PL-C/T LED/26V-3500 458422 Direct Replacement	Each	11.52		
4	Group 1- 10T8/48-3500IF***** (PHILIPS 10T8/48-3500IF #473982 PHILIPS INSTANTFIT T...	Each	7.95		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
5	Group 1- 10T8/48-4000IF (PHILIPS 10T8/48-4000IF INSTANTFIT LEDT8 12W 4000K #473990)	Each	6.40		
6	Group 1- 12T8/48-3500IF Instant Fit T8 LED Lamp 4ft	Each	7.95		
7	Group 1- 14 WATT CORN LAMP 1650 LUMENS 3000K E26	Each	12.72		
8	Group 1- 14T5HE/48-835/ IF20/G/DI (PHILIPS 14T5HE/48-835/IF20/G/ DIM 14 WATT T5	Acre	11.59		
9	Group 1- 2x2 LED Flat Light Panel 35k Dimming 30-40w	Each	32.90		
10	Group 1- 2x4 LED Flat Light Panel 35k Dimming 50w	Each	45.90		
11	Group 1- 35T8/96-3500 IF FA8 10/1 (35T8/96-3500 IF FA8 10/1 PHILIPS 469247 LED 35W 8'...	Each	16.63		
12	Group 1- 35T8/96-4000 IF FA8 10/1 (35T8/96-4000 IF FA8 10/1 PHILIPS 469254 LED 35W 8'...	Each	16.63		
13	Group 1- 45 Watt Corn Cob LED lamp	Each	30.32		
14	Group 1- 6' Fixture Whip 18awg	Each	15.57		
15	Group 1- 60 Watt corn cob 2700k	Each	54.33		
16	Group 1- 6PAR20/ F25/3000/DIM 45605.3 6 watt LED PAR20 3000k	Each	4.64		
17	Group 1- 7MR 16/LED/ F25/830/DIM 45745-7 7WATT MR16 3000K Dim	Each	8.14		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
18	Group 1- 8.5PL-C/T LED/ 26H-3500 458380 Direct Replacement	Each	11.52		
19	Group 1- 8FT F96T8 INS 2-LIGHT OR 1-LIGHT T8 BALLAST 120-277 VOLT INSTANT START	Each	24.50		
20	Group 1- 9.5BR30/2200-2700/DIM LED BR30 452243	Each	4.43		
21	Group 1- B50 (B50 BODINE EMERGENCY BALLAST FOR 1 OR 2 LAMP 1100 - 1400 LUMENS 17 WATT TO ...	Each	138.86		
22	Group 1- Ballast FLUORESCENT LAMP,F40 T12 2-lamp	Each	18.87		
23	Group 1- Ballast, 120,208,240,277 480V 1000 WATT HPS	Each	307.49		
24	Group 1- Ballast, 120/208/240/277/480v 400W HPS	Each	172.89		
25	Group 1- Ballast, 120/208/240/277/480V 250WATT HPS	Each	146.18		
26	Group 1- Ballast, 120/208/240/277V 70W HPS	Each	87.58		
27	Group 1- Ballast, 120/277 INSTANT START 4 LAMP	Each	14.63		
28	Group 1- Ballast, 120/277 INSTANT START 4 LAMP	Each	12.71		
29	Group 1- Ballast, 120/277V 50 W HPS	Each	100.82		
30	Group 1- Exit Emergency Combo Unit white with red letters	Each	44.34		

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Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
31	Group 1- I-320 (I-320 EMERGENCY BALLAST FOR T5 & T8 LAMPS (WORKS WITH LED))	Each	129.30		
32	Group 1- LAMP FLUORESCENT 22INCH, F24T5/841/HO/ALTO/24WATT	Each	8.49		
33	Group 1- LAMP FLUORESCENT 48INCH, F32T8/ADV841/EW/ALTO/30WATT	Each	5.76		
34	Group 1- LAMP FLUORESCENT 96INCH, F96T8/TL841/HO/PLUS/ALTO/8	Each	18.26		
35	Group 1- LAMP FLUORESCENT 96INCH, F96T8/TL841/LUS/ALTO/59WATT	Each	13.43		
36	Group 1- LAMP FLUORESCENT, F32T8/ADV841/EW/ALTO/28WATT	Each	5.75		
37	Group 1- LAMP FLUORESCENT, F13WT5 835	Each	10.13		
38	Group 1- LAMP FLUORESCENT, F39T5/835 HO	Each	8.49		
39	Group 1- LAMP FLUORESCENT, F28T5 835	Each	9.77		
40	Group 1- Lamp, F20T12CW	Each	3.23		
41	Group 1- Lamp, F30T12CW	Each	5.57		
42	Group 1- Lamp, F32T8TL835	Each	4.26		
43	Group 1- Lamp, F96T12CW/HO	Each	10.76		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
44	Group 1- Lampholder, Fluorescent, Med, Bi-Pin, 13353-N, Leviton	Each	1.28		
45	Group 1- LED Surge Protectors	Each	5.25		
46	Group 1- PS1400QD (PS1400QD FLUORESCENT EMERGENCY BATTERY PACK 1400 LUMEN OUTPUT QUICK DIS...	Each	11.04		
47	Group 1- RAB 12W LED LT FX, RAB ENTRA12Y	Each	175.03		
48	Group 1- RAB 18W LED WALL PACK, RAB SLIM18YRAB 18W LED WALL PACK, RAB SLIM18Y	Each	185.53		
49	Group 1- RAB 26W LED WALL PACK, RAB SLIM26Y	Each	185.53		
50	Group 1- RAB 26W LED WLPK LT FX, RAB WPLED26Y	Each	338.39		
51	Group 1- RAB 277V LED FLD-LT FIX, RAB FFLED 39Y	Each	348.89		
52	Group 1- RAB 277V LED WLPK, RAB SLIMFC37Y	Each	105.02		
53	Group 1- RAB 277V LED WLPK, RAB SLIMFC57Y	Each	124.85		
54	Group 1- RAB 277V WL PK LT FX, RAB WPLED26/E	Each	953.33		
55	Group 1- Socket reducer L8681(mogul to med)	Each	4.41		
56	Group 1-RAB 13W BRZ FLOODLIGHT, RAB HBLED13YA	Each	275.38		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
57	Group 2- Cable, IMSA, Stranded,51-5 tube Loop Detector (Orange) 2000FT SPOOL	Each	560.00		
58	Group 2- Cable IMSA,SOLID 19-1-14/3 1000FT SPOOL	Each	750.00		
59	Group 2- Cable, IMSA, SOLID 19-1-14/7 2000FT SPOOL	Each	3,240.00		
60	Group 2- Cable, IMSA, STRANDED, 50-2, 16/2 1000FT SPOOL	Each	540.00		
61	Group 2- Cable, IMSA,SOLID 19-1-14/16 2000FT SPOOL	Each	7,220.00		
62	Group 2- CAT 5E Cable 1000FT SPOOLS	Each	192.53		
63	Group 2- CONNECTOR Wire NUT- BLUE	Each	0.13		
64	Group 2- CONNECTOR Wire NUT- GRAY	Each	0.03		
65	Group 2- CONNECTOR Wire NUT- RED	Each	0.04		
66	Group 2- CONNECTOR Wire NUT- TAN	Each	0.04		
67	Group 2- CONNECTOR Wire NUT- YELLOW	Each	0.03		
68	Group 2- CONNECTOR WIRE NUT-ORANGE	Each	0.03		
69	Group 2- CONNECTOR WIRE NUT-SMALL BLUE	Each	0.03		
70	Group 2- CONNECTORS Wire NUT-BLUE/ORANGE	Each	0.09		
71	Group 2- DISTRIBUTION BLOCK PWR - (1) 350 MCM-6 AWG(Line) - (12) 4-14 AWG(Load)	Each	26.67		
72	Group 2- DISTRIBUTION BLOCK PWR (2) 350 MCM - 6 AWG Primary (12) 4-14 Secondary	Each	35.61		

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Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
73	Group 2- Double Pole Straight Blade Receptacle 250V/30A	Each	12.60		
74	Group 2- Electrical Tape 3m 33+ (black,red ,blue green, white, gray, brown, orange, yellow)	Each	7.09		
75	Group 2- FUSE 315MA 700V	Each	26.16		
76	Group 2- FUSE 250V 30 A RK5	Each	3.93		
77	Group 2- FUSE 250V 300 A	Each	66.00		
78	Group 2- FUSE 250V 100A I ID RK5	Each	18.48		
79	Group 2- FUSE 250V 100A I ID RK5D RK1	Each	21.79		
80	Group 2- FUSE 250V 10A ID RK1	Each	6.49		
81	Group 2- FUSE 250V 10A ID RK5	Each	5.19		
82	Group 2- FUSE 250V 125A ID RK1	Each	47.96		
83	Group 2- FUSE 250V 125A ID RK5	Each	40.68		
84	Group 2- FUSE 250V 150A ID RK1	Each	47.96		
85	Group 2- FUSE 250V 150A ID RK5	Each	40.68		
86	Group 2- FUSE 250V 15A ID RK5	Each	4.17		
87	Group 2- FUSE 250V 15A RK5	Each	4.17		
88	Group 2- FUSE 250V 175A ID RK1	Each	47.96		
89	Group 2- FUSE 250V 200A ID RK1	Each	47.96		
90	Group 2- FUSE 250V 20A ID RK5	Each	4.17		
91	Group 2- FUSE 250V 250A ID RK1	Each	88.96		

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92	Group 2- FUSE 250V 25A ID RK1	Each	5.30		
93	Group 2- FUSE 250V 25A ID RK5	Each	3.93		
94	Group 2- FUSE 250V 30A	Each	3.93		
95	Group 2- FUSE 250V 35A ID RK5	Each	8.30		
96	Group 2- FUSE 250V 3A ID RK5	Each	4.70		
97	Group 2- FUSE 250V 400A ID RK1	Each	86.37		
98	Group 2- FUSE 250V 40A ID RK5	Each	7.83		
99	Group 2- FUSE 250V 450A ID RK1	Each	138.82		
100	Group 2- FUSE 250V 45A ID RK1	Each	9.72		
101	Group 2- FUSE 250V 45A ID RK5	Each	7.12		
102	Group 2- FUSE 250V 5 A ID RK1	Each	6.91		
103	Group 2- FUSE 250V 500A ID RK1	Each	138.82		
104	Group 2- FUSE 250V 50A ID RK1	Each	9.72		
105	Group 2- FUSE 250V 50A ID RK5	Each	7.12		
106	Group 2- FUSE 250V 5A ID RK5	Each	4.49		
107	Group 2- FUSE 250V 5A RK5	Each	4.49		
108	Group 2- FUSE 250V 60A ID RK5	Each	8.30		
109	Group 2- FUSE 250V 80A ID RK1	Each	21.79		
110	Group 2- FUSE 250V 90A ID RK1	Each	22.42		
111	Group 2- FUSE 250V 90A ID RK1	Each	22.42		

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112	Group 2- FUSE 300V 3A Fast Acting Glass GLR SERIES	Each	3.16		
113	Group 2- FUSE 30A 600V MIDGET	Each	14.06		
114	Group 2- FUSE 600V 100A ID CLASS J	Each	56.07		
115	Group 2- FUSE 600V 100A ID RK5	Each	34.33		
116	Group 2- FUSE 600V 10A ID CLASS J	Each	15.76		
117	Group 2- FUSE 600V 10A ID RK5	Each	11.63		
118	Group 2- FUSE 600V 110A ID RK1	Each	52.22		
119	Group 2- FUSE 600V 125A ID RK1	Each	81.90		
120	Group 2- FUSE 600V 12A ID RK1	Each	13.09		
121	Group 2- FUSE 600V 150A ID CLASS J	Each	111.10		
122	Group 2- FUSE 600V 15A ID RK1	Each	12.67		
123	Group 2- FUSE 600V 17.5A	Each	15.76		
124	Group 2- FUSE 600V 200A ID RK1	Each	89.75		
125	Group 2- FUSE 600V 200A ID RK5	Each	68.66		
126	Group 2- FUSE 600V 20A ID RK1	Each	12.67		
127	Group 2- FUSE 600V 20A ID RK5	Each	10.26		
128	Group 2- FUSE 600V 20A RK1	Each	12.67		
129	Group 2- FUSE 600V 25A ID RK1	Each	12.65		
130	Group 2- FUSE 600V 25A ID RK5	Each	8.80		
131	Group 2- FUSE 600V 300A ID RK5	Each	124.78		

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132	Group 2- FUSE 600V 30A ID CLASS J	Each	15.76		
133	Group 2- FUSE 600V 30A ID RK5	Each	8.80		
134	Group 2- FUSE 600V 30A RK1	Each	12.65		
135	Group 2- FUSE 600V 350A ID RK1 ID RK1	Each	12.65		
136	Group 2- FUSE 600V 35A ID RK1	Each	21.73		
137	Group 2- FUSE 600V 35A ID RK5	Each	15.09		
138	Group 2- FUSE 600V 3A ID RK1	Each	14.35		
139	Group 2- FUSE 600V 400A	Each	124.78		
140	Group 2- FUSE 600V 40A ID RK1	Each	21.73		
141	Group 2- FUSE 600V 40A ID RK5	Each	17.60		
142	Group 2- FUSE 600V 50A ID CLASS J	Each	26.14		
143	Group 2- FUSE 600V 50A ID RK5	Each	16.60		
144	Group 2- FUSE 600V 5A ID RK5	Acre	11.63		
145	Group 2- FUSE 600V 60A ID RK1	Each	21.73		
146	Group 2- FUSE 600V 60A ID RK5	Each	15.09		
147	Group 2- FUSE 600V 6A ID RK1	Each	14.35		
148	Group 2- FUSE 600V 70A ID RK1	Each	44.87		
149	Group 2- FUSE 600V 70A ID RK5	Each	36.38		
150	Group 2- FUSE 600V 7A ID RK1	Each	15.09		
151	Group 2- FUSE 600V 80A SEMICONDUCTOR	Each	79.38		

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152	Group 2- FUSE 600V CLASS J TD 25AMP	Each	15.76		
153	Group 2- FUSE 600V, MIDGET 10 AMP	Each	2.03		
154	Group 2- Fuse 600V, Midget 15 AMP	Each	16.21		
155	Group 2- FUSE 600V, MIDGET 5 AMP	Each	2.03		
156	Group 2- FUSE AGC 1/2 amp 250v glass fuse	Each	1.35		
157	Group 2- FUSE FLNR 100A 250V ID	Each	18.48		
158	Group 2- FUSE HOLDER	Each	5.09		
159	Group 2- FUSE,11A (Fluke Meter)	Each	45.92		
160	Group 2- IN LINE FUSE HOLDER	Each	4.28		
161	Group 2- INSUL-TAP CONNECTOR- 2 Port 1/0-14 AWG	Each	14.73		
162	Group 2- INSUL-TAP CONNECTOR- 2 Port 250-6 AWG	Acre	21.05		
163	Group 2- INSUL-TAP CONNECTOR- 2 Port 3/0-6 AWG	Each	21.05		
164	Group 2- INSUL-TAP CONNECTOR- 2 Port 4-14 AWG	Each	9.84		
165	Group 2- LINERLESS RUBBER SPLICING TAPE	Each	23.29		
166	Group 2- LUG 1/0-14 AWG ALUMINUM DOUBLE	Each	1.82		
167	Group 2- LUG Aluminum Double (2) 250 MCM - 6 AWG (Al/Cu)	Each	4.59		
168	Group 2- LUG Aluminum Single 2-14 AWG (Al/Cu)	Each	0.77		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
169	Group 2- LUG Aluminum Single Lug 1/0-14 AWG (Al/Cu)	Each	1.18		
170	Group 2- LUG Step Panelboard (2) 300 MCM - 6 AWG (Al/Cu)	Each	14.53		
171	Group 2- LUMINAIRE DISCONNECTS	Each	1.10		
172	Group 2- MARKER WIRE BOOK 0-9	Each	12.86		
173	Group 2- MARKER WIRE BOOK 1-45	Each	17.57		
174	Group 2- MC CABLE 12/2 250FT ROLL	Each	153.15		
175	Group 2- MC CABLE 12/3 250FT ROLL	Each	270.42		
176	Group 2- RECEPTACLE -20 Amp, 125 Volt, SmartlockPro Slim Self-Test GFCI Receptacle, Extra-Heavy Duty Hospital Grade, NEMA 5-20R, 20A Feed-Through, 2P, 3W, IVORY	Each	28.12		
177	Group 2- RECEPTACLE 20 Amp, 125 Volt, NEMA 5-20R, 2P, 3W, Industrial Series Extra Heavy Duty Specification Grade, Duplex Receptacle, Straight Blade, Self Grounding, Back & Side 8 Hole Feed-Thru Wired, IVORY	Each	2.70		
178	Group 2- RECEPTACLE- 20 Amp, 125 Volt Receptacle/Outlet, 20 Amp Feed-Through, Tamper-Resistant, Self-test SmartlockPro Slim GFCI, Monochromatic, back and side wired, - Ivory	Each	16.08		

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179	Group 2- RECEPTACLE- 20 Amp, 125 Volt, NEMA 5-20R, 2P, 3W Commercial Tamper- Resistant and Weather- Resistant, Duplex Straight Blade GFCI Receptacle with LED, Ivory	Each	14.59		
180	Group 2- RECEPTACLE- 20 Amp, 125 Volt, NEMA 5-20R, 2P, 3W, Industrial Series Heavy Duty Specification Grade, Single Receptacle, Straight Blade, Self Grounding, Back & Side Wired, Ivpry	Each	4.15		
181	Group 2- SPLICE KIT DIRECT BURIAL -14/3 TO 8/3 WITH GROUND	Each	23.77		
182	Group 2- Surge Suppressor Receptacle 15amp 125v Nema 5-15r	Each	42.22		
183	Group 2- SWITCH ELECTRONIC TME CLCK 120-277V DPST 7- DAY ASTRONOMIC BASIC ELECTRONIC CONTROL	Each	161.89		
184	Group 2- SWITCH ELECTRONIC TME CLCK 120-277V SPST NM1 7-DAY ASTRONOMIC BASIC ELECTRONIC CONTROL	Each	180.91		
185	Group 2- SWITCH PHOTO CONTROL 120-277V	Each	17.09		
186	Group 2- SWITCH TIME DPST 208-277V 24-Hour Mechanical Time Switch	Each	58.25		
187	Group 2- SWITCH TIME SPST 40A 125V	Each	69.59		

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188	Group 2- SWITCH- 20 Amp, 120/277 Volt, Toggle 3-Way AC Quiet Switch, Extra Heavy Duty Spec Grade, Self Grounding, Back & Side Wired - IVORY	Each	3.61		
189	Group 2- SWITCH- 20 Amp, 120/277 Volt, Toggle Single-Pole AC Quiet Switch, Commercial Spec Grade, Grounding, Back & Side Wired, - Ivory	Each	2.66		
190	Group 2- TAPE 10MIL	Each	5.93		
191	Group 2- TAPE 20MIL	Each	13.20		
192	Group 2- TAPE CAUTION	Each	21.25		
193	Group 2- TAPE ELECTRICAL VINYL PLASTIC ASTM 3/4in.X66 FEET 88 -Black	Each	7.19		
194	Group 2- TAPE FRICTION	Each	4.78		
195	Group 2- TAPE RUBBER	Each	4.01		
196	Group 2- TERMINAL INSULATED- Fork / Spade Tongue Terminal, Sta-Kon RA Series, 22 AWG, 16 AWG, M3.5, #6	Each	0.25		
197	Group 2- TERMINAL INSULATED-Fork / Spade Tongue Terminal, Sta-Kon RC Series, 12 AWG, 10 AWG, M5, #10	Each	0.31		
198	Group 2- TIE CABLE SELF-LOCKING - Self Lock White 11"	Each	0.38		
199	Group 2- TIE CABLE SELF-LOCKING- Self Lock UV Resistant Black, 11"	Each	0.51		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
200	Group 2- WARRICK 3W2 -PROBES 4SETS OF TWO	Each	59.18		
201	Group 2- WIRE BLACK SOLID SIZE 10 THHN 500FT SPOOL	Each	123.90		
202	Group 2- WIRE BLACK SOLID SIZE 12 THHN 500FT SPOOL	Each	79.19		
203	Group 2- WIRE BLACK STRANDED SIZE 10 THHN 500 FEET SPOOL	Each	129.75		
204	Group 2- WIRE BLACK STRANDED SIZE 10 XHHW-2 500FEET SPOOL	Each	172.94		
205	Group 2- WIRE BLACK STRANDED SIZE 12 THHN 500 FEET SPOOL	Each	84.84		
206	Group 2- WIRE BLACK STRANDED SIZE 14 500FT SPOOL	Each	57.42		
207	Group 2- WIRE BLACK STRANDED SIZE 14 THHN 500 FEET SPOOL	Each	57.42		
208	Group 2- WIRE BLACK STRANDED SIZE 6 THHN 500FEET SPOOL	Each	370.55		
209	Group 2- WIRE BLACK STRANDED SIZE 6 XHHW-2 500FEET SPOOL	Each	401.19		
210	Group 2- WIRE BLACK STRANDED SIZE 8 THHN 500FEET SPOOL	Each	240.85		
211	Group 2- WIRE BLUE STRANDED SIZE 10 THHN 500FEET SPOOL	Each	129.75		
212	Group 2- WIRE BLUE STRANDED THHN SIZE 12 500FT SPOOL	Each	84.84		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
213	Group 2- WIRE BROWN STRANDED SIZE 10 THHN 500FEET SPOOL	Each	129.75		
214	Group 2- WIRE BROWN STRANDED SIZE 12 THHN 500FEET SPOOL	Each	84.84		
215	Group 2- WIRE GRAY STRANDED SIZE 10 THHN 500FT SPOOL	Each	129.75		
216	Group 2- WIRE GRAY STRANDED SIZE 12 THHN 500FT SPOOL	Each	84.84		
217	Group 2- WIRE GREEN SOLID SIZE 10 THHN 500FEET SPOOL	Each	123.90		
218	Group 2- WIRE GREEN SOLID SIZE 12 THHN 500 FEET SPOOL	Each	79.19		
219	Group 2- WIRE GREEN SOLID SIZE 14 THHN 500 FEET SPOOL	Each	51.63		
220	Group 2- WIRE GREEN STRANDED SIZE 10 THHN 500FEET SPOOL	Each	129.75		
221	Group 2- WIRE GREEN STRANDED SIZE 10 XHHW 500FEET SPOOL	Each	172.94		
222	Group 2- WIRE GREEN STRANDED SIZE 12 THHN 500FEET SPOOL	Each	84.84		
223	Group 2- WIRE GREEN STRANDED SIZE 14 THHN 500 FEET SPOOL	Each	57.42		
224	Group 2- WIRE ORANGE STRANDED SIZE 10 THHN 500FT SPOOL	Each	129.75		
225	Group 2- WIRE ORANGE STRANDED SIZE 12 THHN 500FT SPOOL	Each	84.84		

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Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
226	Group 2- WIRE ORANGE STRANDED SIZE 14 THHN 500 FEET SPOOL	Each	57.42		
227	Group 2- WIRE RED SOLID SIZE 10 THHN 500FT SPOOL	Each	123.90		
228	Group 2- WIRE RED SOLID SIZE 12 THHN 500FEET SPOOL	Each	79.19		
229	Group 2- WIRE RED SOLID SIZE 14 THHN 500FEET SPOOL	Each	51.63		
230	Group 2- WIRE RED STRANDED SIZE 10 THHN 500FEET SPOOL	Each	129.75		
231	Group 2- WIRE RED STRANDED SIZE 10 XHHW 500FEET SPOOL	Each	172.94		
232	Group 2- WIRE RED STRANDED SIZE 10 XHHW-2 500FEET SPOOL	Each	172.94		
233	Group 2- WIRE RED STRANDED SIZE 12 THHN 500FEET SPOOL	Each	84.84		
234	Group 2- WIRE RED STRANDED SIZE 14 THHN 500 FEET SPOOL	Each	57.42		
235	Group 2- WIRE RED STRANDED SIZE 14 THHN 500FEET SPOOL	Each	57.42		
236	Group 2- WIRE WHITE SOLID SIZE 10 THHN 500FT SPOOL	Each	123.90		
237	Group 2- WIRE WHITE SOLID SIZE 12 THHN 500 FEET SPOOL	Each	79.19		
238	Group 2- WIRE WHITE SOLID SIZE 14 THHN 500 FEET SPOOL	Each	51.63		

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239	Group 2- WIRE WHITE STRANDED SIZE 10 THHN 500 FEET	Each	129.75		
240	Group 2- WIRE WHITE STRANDED SIZE 12 THHN 500 FEET SPOOL	Each	84.84		
241	Group 2- WIRE WHITE STRANDED SIZE 14 THHN 500 FEET SPOOL	Each	57.42		
242	Group 2- WIRE WHITE STRANDED SIZE 14 THHN 500FT SPOOL	Each	57.42		
243	Group 2- WIRE WHITE STRANDED SIZE 8 THHN 500FEET SPOOL	Each	240.85		
244	Group 2- WIRE YELLOW STRANDED SIZE 10 THHN 500FT SPOOL	Each	129.75		
245	Group 2- WIRE YELLOW STRANDED SIZE 12 THHN 500FT SPOOL	Each	84.84		
246	Group 2- WIRE YELLOW STRANDED SIZE 14 THHN 500 FEET SPOOL	Acre	57.42		
247	Group 3- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE QO	Each	183.86		
248	Group 3- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE QOB	Each	272.20		
249	Group 3- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE QO	Each	92.97		
250	Group 3- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE QOB	Each	154.18		
251	Group 3- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE QO	Each	10.00		

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252	Group 3- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE QOB	Each	23.94		
253	Group 3- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE QO	Each	115.36		
254	Group 3- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE QOB	Each	190.35		
255	Group 3- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE QO	Each	21.88		
256	Group 3- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE QOB	Each	55.06		
257	Group 3- CIRCUIT BREAKER 20AMP ONE POLE 277V	Each	78.87		
258	Group 3- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE QO	Each	11.56		
259	Group 3- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE QOB	Each	23.94		
260	Group 3- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE QO	Each	115.36		
261	Group 3- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE QOB	Each	190.35		
262	Group 3- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE QO	Each	21.88		
263	Group 3- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE QOB	Each	55.06		

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264	Group 3- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE QOB	Each	23.94		
265	Group 3- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE QOCIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE QO	Each	13.44		
266	Group 3- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE QO	Each	115.36		
267	Group 3- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE QOB	Each	190.35		
268	Group 3- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE QO	Each	21.88		
269	Group 3- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE QOB	Each	55.06		
270	Group 3- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE QO	Each	13.44		
271	Group 3- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE QOB	Each	23.94		
272	Group 3- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE QO	Each	115.36		
273	Group 3- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE QOB	Each	190.35		
274	Group 3- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE QO	Each	21.88		

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701



Supplier Contract

Contract Number	SC2400002373
Contract Start Date	12-17-2024
Contract End Date	12-16-2025
Payment Type	Warrant/Check
Buyer	Stephen Romero
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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
275	Group 3- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE QOB	Each	55.06		
276	Group 3- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE QO	Each	13.44		
277	Group 3- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE QOB	Each	23.94		
278	Group 3- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE QO	Each	115.36		
279	Group 3- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE QOB	Each	190.35		
280	Group 3- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE QO	Each	21.88		
281	Group 3- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE QOB	Each	55.06		
282	Group 3- SAFETY SWITCH THREE POLE 100A 240V HD NEUTRAL	Each	303.32		
283	Group 3- SAFETY SWITCH THREE POLE 100A 600V HD NEUTRAL	Each	460.37		
284	Group 3- SAFETY SWITCH THREE POLE 30A 240V HD NEUTRAL	Each	113.11		
285	Group 3- SAFETY SWITCH THREE POLE 30A 600V HD NEUTRAL	Each	222.27		
286	Group 3- SAFETY SWITCH THREE POLE 60A 240V HD NEUTRAL	Each	190.20		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
287	Group 3- SAFETY SWITCH THREE POLE 60A 600V HD NEUTRAL	Each	255.77		
288	Group 3- SAFETY SWITCH TWO POLE 100A 240V HD NEUTRAL	Each	391.22		
289	Group 3- SAFETY SWITCH TWO POLE 30A 240V HD NEUTRAL	Each	86.73		
290	Group 3- SAFETY SWITCH TWO POLE 60A 240V HD NEUTRAL	Each	303.32		
291	Group 4- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V Type THHQ	Each	125.71		
292	Group 4- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE THHQ	Each	125.71		
293	Group 4- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE THHQB	Each	135.71		
294	Group 4- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE THHQ	Each	54.29		
295	Group 4- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE THHQB	Each	92.86		
296	Group 4- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE THHQ	Each	8.57		
297	Group 4- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE THHQB	Each	17.14		
298	Group 4- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE THHQ	Each	88.57		

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
299	Group 4- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE THHQB	Each	111.43			
300	Group 4- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE THHQ	Each	22.86			
301	Group 4- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE THHQB	Each	42.86			
302	Group 4- CIRCUIT BREAKER 20AMP ONE POLE 277V	Each	74.29			
303	Group 4- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE THHQ	Each	8.57			
304	Group 4- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE THHQB	Each	17.14			
305	Group 4- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE THHQ	Each	88.57			
306	Group 4- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE THHQB	Each	111.43			
307	Group 4- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE THHQ	Each	22.86			
308	Group 4- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE THHQB	Each	42.86			
309	Group 4- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE THHQ	Each	11.43			

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
310	Group 4- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE THHQB	Each	25.71			
311	Group 4- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE THHQ	Each	88.57			
312	Group 4- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE THHQB	Each	111.43			
313	Group 4- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE THHQ	Each	25.71			
314	Group 4- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE THHQB	Each	48.57			
315	Group 4- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE THHQB	Each	25.71			
316	Group 4- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE THHQ	Each	11.43			
317	Group 4- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE THHQ	Each	88.57			
318	Group 4- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE THHQB	Each	111.43			
319	Group 4- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE THHQ	Each	25.71			
320	Group 4- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE THHQB	Each	48.57			

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
321	Group 4- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE THHQ	Each	11.43		
322	Group 4- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE THHQB	Each	25.71		
323	Group 4- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE THHQ	Each	88.57		
324	Group 4- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE THHQB	Each	111.43		
325	Group 4- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE THHQ	Each	28.57		
326	Group 4- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE THHQB	Each	48.57		
327	Group 4- SAFETY SWITCH THREE POLE 100A 240V HD NEUTRAL	Each	531.43		
328	Group 4- SAFETY SWITCH THREE POLE 100A 600V HD NEUTRAL	Each	742.86		
329	Group 4- SAFETY SWITCH THREE POLE 30A 240V HD NEUTRAL	Each	205.71		
330	Group 4- SAFETY SWITCH THREE POLE 30A 600V HD NEUTRAL	Each	335.71		
331	Group 4- SAFETY SWITCH THREE POLE 60A 240V HD NEUTRAL	Each	335.71		
332	Group 4- SAFETY SWITCH THREE POLE 60A 600V HD NEUTRAL	Each	408.57		

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
333	Group 4- SAFETY SWITCH TWO POLE 100A 240V HD NEUTRAL	Each	478.57			
334	Group 4- SAFETY SWITCH TWO POLE 30A 240V HD NEUTRAL	Each	154.29			
335	Group 4- SAFETY SWITCH TWO POLE 60A 240V HD NEUTRAL	Each	300.00			
336	WIRE BLACK STRANDED SIZE 10 XHHW 500 FEET SPOOL	Each	172.94			

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OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Electrical Parts & Supplies on an "as required basis" by issue of Purchase Order ("PO"). It is the intent for Pima County to award Primary, Secondary and Tertiary for each group. Each prospective Contractor may bid on any or all groups.

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

The established SC will identify the Contractor to provide the required items as designated by the following groups:

- Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies.
- Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire.
- Group 3: Square D Brand Only
- Group 4: GE Brand Only
- Group 5: Westinghouse/Eaton/Cutler Hammer Only

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

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 the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities to provide electrical supplies. Include one (1) copy of license with the Offer Agreement.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2	Contractor has been in the business of Electrical Parts & Supplies for a minimum of three (3) consecutive years, including current year. Include one (1) copy of each year licenses with the Offer Agreement.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
3	Contractor must have a branch within the greater Tucson, AZ metropolitan area. <u>2775 E GANLEY #101</u> <u>TUCSON, AZ 85007</u> Provide local Tucson, AZ address.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

The Contractors certify that they are competent, willing, and responsible for performing the services or providing the products in accordance herein with the requirements of this Contract.

4.1. General Specifications

- 4.1.1. This solicitation is intended to have a Primary, Secondary and Tertiary Contractor for each group. Each prospective Contractor may bid on any or all groups. Each group will have a list of parts and estimated annual quantities, these quantities are not guaranteed and could decrease/increase during the term of the Contract.
- 4.1.2. Contractor is required to keep on hand a reasonable supply and quantity of items listed for the group(s) they are awarded. Contractor will make every attempt to provide the supplies requested the same day they are ordered by whatever means necessary to comply with the terms of this agreement.
- 4.1.3. Parts and items requested that do not appear on the Bid List will be given a percentage discount based on current list price. Prices are subject to change; percentage discount will remain unchanged for the duration of the Contract unless a greater percentage discount can be offered and held by Contractor.
- 4.1.4. Contractor will provide an invoice at the time of order fulfillment that reflects pricing for each item. Items requested not on the Contract will show:
- List price
 - Discounted price that reflects the agreed discount percentage for that group
 - PO number and employee who place order
- 4.1.5. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.
- 4.1.6. Order Fulfillment- Items must be delivered within two (2) business days. Items not on the bid list to be delivered within ten (10) business days, unless otherwise communicated with County.

4.2. Item Specifications

This contract contains some *"no substitute"* items. Contractor must provide items that conform to the specifications and requirements herein for any item designated as "no substitute" by the contract. Substitution of any *"no substitute"* item for an equivalent item is not permitted, and County will not allow any deviations.

For all groups that are not identified as no-substitute, substitutions to the specific manufacturer and product numbers listed are permitted if similar, improved, or enhanced. Substitution items must function identically as listed items. County has the sole authority in determining equivalency.

4.2.1. Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies:

Contractor will provide lighting fixtures, wall packs, exit lighting, emergency lighting, pole lighting and other illumination fixtures. Lamps of assorted types including but not limited to Fluorescent, LED, CFL, HPS, and Metal Halide. Ballasts, lamp holders, tombstones, Edison bases (medium, candelabra, and Mogul) LED drivers, capacitors, emergency ballasts, fixture whips, LED surge protectors and other lighting accessories for multiple voltages including 120/208/277/480.

4.2.2. Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire:

Contractor will provide fuses of various voltages. These include time delay and fast acting, ceramic and glass types. Various series such as GLR, G, J, T, CC and others may be requested.

Contractor will provide Conduit consisting of but not limited to SCH. 40 PVC, Rigid metal (RMC, IMC) Metal tubing (EMT) Nonmetallic tubing (ENT) Flexible (FMC, LFMC). Electrical boxes of various sizes and ratings, weatherproof, traffic rated, metal, plastic and concrete. Electrical conduit fitting of all types including hangers, straps, Uni-strut components, connectors, fasteners, bushings, nipples, insulators, MC connectors, blocks, fish line and pull cord, compounds and associated items related to this group. Contractor will provide electrical devices such as receptables, disconnects, switches, distribution blocks, toggle switches, time clocks, relays, lugs, wire connectors of all types and ratings (wire nuts, stab connectors), electrical tape and wraps, cable ties, and related items.

Contractor will provide wire of all types and sizes including but not limited to: THHN, XHHW, MC Cable and bare solid wire.

4.2.3. Group 3: Square D- Brand Only:

This is a No Substitute Group. Contractor will supply Square D products consisting of circuit breakers (single pole, two pole and three pole) safety switches and other Square D brand products. Items requested not on the list provided will be priced to the County using the same agreed to discount percentage.

4.2.4. Group 4: GE- Brand Only:

This is a No Substitute Group. Contractor will supply GE products consisting of circuit breakers (single pole, two pole, and three pole) safety switches, traffic lighting products and other GE specific products. Items requested not on the list provided will be priced to the County using the same discount percentage.

4.2.5. Group 5: Westinghouse/Eaton/Cutler Hammer Only:

This is a No Substitute Group. Contractor will supply Westinghouse/Eaton/Cutler Hammer products consisting of circuit breakers (single pole, two pole, and three pole) safety switches and other products produced by this family of companies. Additional products such as contact blocks, pull apart terminal blocks and coil latch relays are also required in this group. Items requested not on the list provided will be priced to the County using the same discount percentage.

All products will be commercial grade, UL listed, new unused and carrying full manufacturer warranty. Warranty items will be returned to Contractor for replacement or refund. Items will be returned at Contractor's cost as Pima County will not pay restocking fees.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please CHECK any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO 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 SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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 amendment 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 County's 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.

7. ACCEPTANCE OF GOODS & SERVICES

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

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

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

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

Pricing- Complete unit prices in Documents and Items tab on BidNet.

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

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract

renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price - (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price

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

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does 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.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes 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 will submit valid invoice document consistent with the associated PO to County's 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 Early Payment Discount.

Optional Early Payment Discount: 2 % if payment tendered within 30 Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's PO document.

All Invoice documents will reference County's PO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, AND unit of measure included in County's order

document for ALL Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO 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 PO 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).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. 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 Standard Terms and Conditions and to the location(s) on the PO document.

- If requested, Contractor will deliver materials to specified Pima County location at no additional cost.
- Items requested shall be available same day or if the item requested is a special order it shall be available for pick up within 10 business days. Additional freight charges, next day/overnight fees must be included in the unit price. Freight charges will not be invoiced as a line item.
- Items may be ordered over the phone to be picked up as a will call or in person at the Supplier's location. A Purchase Order (PO) number will be provided at the time the order is placed.

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

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, 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 itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB2400002221 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, 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.

13. 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, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. 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. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-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.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

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

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary, and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. 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 must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

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

13.5. Approval and Modifications

County's 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. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	9/25/24	3	10/23/24		
2	10/1/24				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? 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.

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16. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: ELECTRIC SUPPLY, INC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 2775 E. GANLEY, SUITE 101

CITY/STATE/ZIP: TUCSON, AZ 85706

REMIT TO ADDRESS: 917 W MADISON

CITY/STATE/ZIP: PHOENIX, AZ 85007

CONTACT PERSON NAME/TITLE: RICK KACIN, OPERATIONS MANAGER

PHONE: 520-573-9955 FAX: 520-573-0987

CONTACT PERSON EMAIL ADDRESS: rkacin@electric supply . com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: rkacin@electric supply . com

CORPORATE HEADQUARTERS ADDRESS: 917 W MADISON PHOENIX, AZ 85007

WEBSITE: www. electric supply . com

By signing and submitting the Offer Agreement, 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 County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's 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 contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: [Signature] DATE: 10-29-24

William Moran PRESIDENT
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 602-680-9112 bmoran@electric supply . com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may 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. No verbal agreement for adjustment is acceptable.

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

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. 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 delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof 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. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any SC, PO, 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.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

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

13. 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. 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.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's 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.

18. 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.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and 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 reasonably requested by County 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 described 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 has given Contractor reasonable time to respond to County's requests for support.

20. 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.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, 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 accepted by County before the effective date of the termination.

23. 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: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is 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 County's Merit System. Contractor is responsible for paying 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.

25. BOOK 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.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards 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 SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. 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 contract and any SC, PO, or DO 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.

29. 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 that it directly employs. 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.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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.

32. 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 County otherwise specifies and agrees in writing, 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.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees.

Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



City of Tucson

Business License

Business Name and Mailing Address:

ELECTRIC SUPPLY INCORPORATED
2775 E GANLEY RD UNIT 101
TUCSON, AZ 85706-4540

License Number: T0101804

Issue Date: November 06, 2023

Expiration Date: December 31, 2024

Owner:



ELECTRIC SUPPLY INCORPORATED

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

ELECTRIC SUPPLY INCORPORATED

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

<p><u>City of Tucson, Arizona</u> <u>LICENSE SECTION</u> <u>Effective: January 01, 2024</u> <u>Expiration Date: December 31, 2024</u></p>	 <p>CITY OF TUCSON</p>	<p><u>Non-Transferable</u></p> <p>T0101804</p> <p>MUST BE DISPLAYED IN A CONSPICUOUS PLACE</p>
<p>Business License</p> <p>For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.</p> <p>Issued To: ELECTRIC SUPPLY INCORPORATED Located At: 2775 E GANLEY RD UNIT 101 TUCSON, AZ 85706</p> <p>Please refer to license number in all correspondence.</p>		
		<p>BY:  CFO/Assistant City Manager</p>



City of Tucson

Business License

Business Name and Mailing Address:

ELECTRIC SUPPLY INCORPORATED
2775 E GANLEY RD UNIT 101
TUCSON, AZ 85706-4540

License Number: T0101804

Issue Date: November 06, 2023

Expiration Date: December 31, 2023

Owner:


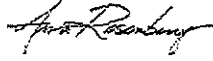
ELECTRIC SUPPLY INCORPORATED

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

ELECTRIC SUPPLY INCORPORATED

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

<p><u>City of Tucson, Arizona</u> <u>LICENSE SECTION</u> <u>Effective: January 01, 2023</u> <u>Expiration Date: December 31, 2023</u></p>	 <p>CITY OF TUCSON</p>	<p><u>Non-Transferable</u></p> <p>T0101804</p> <p>MUST BE DISPLAYED IN A CONSPICUOUS PLACE</p>
<p>Business License</p> <p>For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.</p> <p>Issued To: ELECTRIC SUPPLY INCORPORATED Located At: 2775 E GANLEY RD UNIT 101 TUCSON, AZ 85706</p> <p>Please refer to license number in all correspondence.</p>		
		<p>BY:  CFO/Assistant City Manager</p>



City of Tucson

License Certificate

Business Name and Mailing Address:

ELECTRIC SUPPLY INCORPORATED
2775 E GANLEY RD UNIT 101
TUCSON AZ 85706-4540

License Number: 0101804

Type: Building Material and Supplies Dealers

Issue Date: January 04, 2022

Expiration Date: December 31, 2022


Owner:

ELECTRIC SUPPLY INCORPORATED

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

<u>CITY OF TUCSON, ARIZONA</u>		<u>Non-Transferable</u>
<u>LICENSE SECTION</u>		0101804
<u>Expiration Date: December 31, 2022</u>		MUST BE DISPLAYED IN A CONSPICUOUS PLACE
Business License		
For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.		
Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.		
Issued To: ELECTRIC SUPPLY INCORPORATED	Located At: 2775 E GANLEY RD UNIT 101, TUCSON, AZ 85706	
	Effective: January 01, 2022	
Please refer to license number in all correspondence.	By  Director, Business Services	



City of Tucson

License Certificate

Business Name and Mailing Address:

ELECTRIC SUPPLY INCORPORATED
2775 E GANLEY RD UNIT 101
TUCSON AZ 85706-4540

License Number: 0101804

Type: Building Material and Supplies Dealers

Issue Date: January 04, 2022

Expiration Date: December 31, 2022

Owner:

ELECTRIC SUPPLY INCORPORATED

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

0101804

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ELECTRIC SUPPLY INCORPORATED

Located At: 2775 E GANLEY RD UNIT 101, TUCSON, AZ
85706

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2400002375
Contract Start Date	12-17-2024
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Buyer	Stephen Romero
Phone Number	
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Supplier:	Contract Name:
ELECTRIC SUPPLY INC 917 W Madison Phoenix, AZ 85007	Electrical Parts & Supplies- Groups 2 & 3- Electric Supply inc

Supplier Contact and Payment Terms: Phone: +1 (602) 2522343 Email: rkacin@electricsupply.com Terms: 2% 30, Net 30 Days: 30 0	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	263,000.00	0.00

Contract/Amendment Description:

Groups 2 & 3 (Fuses, Wires, etc. & Square D only)

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$263,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

Catalog Items:					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	Group 2- CONNECTOR Wire NUT- BLUE	Each	0.53		
2	Group 2- CONNECTOR Wire NUT- GRAY	Each	0.08		
3	Group 2- CONNECTOR Wire NUT- RED	Each	0.11		
4	Group 2- CONNECTOR Wire NUT- TAN	Each	0.13		
5	Group 2- CONNECTOR Wire NUT- YELLOW	Each	0.10		
6	Group 2- CONNECTOR WIRE NUT-ORANGE	Each	0.08		
7	Group 2- CONNECTOR WIRE NUT-SMALL BLUE	Each	0.08		

This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
8	Group 2- CONNECTORS Wire NUT-BLUE/ORANGE	Each	0.10			
9	Group 2- Double Pole Straight Blade Receptacle 250V/30A	Each	16.00			
10	Group 2- Electrical Tape 3m 33+ (black,red ,blue green, white, gray, brown, orange, yellow)	Each	7.90			
11	Group 2- FUSE 250V 30 A RK5	Each	5.80			
12	Group 2- FUSE 250V 300 A	Each	97.00			
13	Group 2- FUSE 250V 100A I ID RK5	Each	23.00			
14	Group 2- FUSE 250V 100A I ID RK5D RK1	Each	36.00			
15	Group 2- FUSE 250V 10A ID RK1	Each	10.00			
16	Group 2- FUSE 250V 10A ID RK5	Each	7.00			
17	Group 2- FUSE 250V 125A ID RK1	Each	75.00			
18	Group 2- FUSE 250V 125A ID RK5	Each	51.00			
19	Group 2- FUSE 250V 150A ID RK1	Each	75.00			
20	Group 2- FUSE 250V 150A ID RK5	Each	51.00			
21	Group 2- FUSE 250V 15A ID RK5	Each	5.90			
22	Group 2- FUSE 250V 15A RK5	Each	5.90			
23	Group 2- FUSE 250V 175A ID RK1	Each	79.00			
24	Group 2- FUSE 250V 200A ID RK1	Each	75.00			
25	Group 2- FUSE 250V 20A ID RK5	Each	5.50			
26	Group 2- FUSE 250V 250A ID RK1	Each	143.00			

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
27	Group 2- FUSE 250V 25A ID RK1	Each	8.00		
28	Group 2- FUSE 250V 25A ID RK5	Each	5.90		
29	Group 2- FUSE 250V 30A	Each	5.90		
30	Group 2- FUSE 250V 35A ID RK5	Each	10.00		
31	Group 2- FUSE 250V 3A ID RK5	Each	8.00		
32	Group 2- FUSE 250V 400A ID RK1	Each	145.00		
33	Group 2- FUSE 250V 40A ID RK5	Each	10.00		
34	Group 2- FUSE 250V 450A ID RK1	Each	223.00		
35	Group 2- FUSE 250V 45A ID RK1	Each	10.00		
36	Group 2- FUSE 250V 45A ID RK5	Each	10.00		
37	Group 2- FUSE 250V 5 A ID RK1	Each	11.00		
38	Group 2- FUSE 250V 500A ID RK1	Each	223.00		
39	Group 2- FUSE 250V 50A ID RK1	Each	17.00		
40	Group 2- FUSE 250V 50A ID RK5	Each	10.00		
41	Group 2- FUSE 250V 5A RK5	Each	7.50		
42	Group 2- FUSE 250V 60A ID RK5	Each	10.00		
43	Group 2- FUSE 250V 80A ID RK1	Each	35.00		
44	Group 2- FUSE 250V 90A ID RK1	Each	37.00		
45	Group 2- FUSE 300V 3A Fast Acting Glass GLR SERIES	Each	1.78		
46	Group 2- FUSE 600V 100A ID CLASS J	Each	84.00		

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Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701



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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
47	Group 2- FUSE 600V 100A ID RK5	Acre	41.00			
48	Group 2- FUSE 600V 10A ID CLASS J	Each	24.00			
49	Group 2- FUSE 600V 10A ID RK5	Each	13.00			
50	Group 2- FUSE 600V 110A ID RK1	Each	131.00			
51	Group 2- FUSE 600V 125A ID RK1	Each	131.00			
52	Group 2- FUSE 600V 12A ID RK1	Each	21.00			
53	Group 2- FUSE 600V 150A ID CLASS J	Each	177.00			
54	Group 2- FUSE 600V 15A ID RK1	Each	18.00			
55	Group 2- FUSE 600V 17.5A	Each	25.00			
56	Group 2- FUSE 600V 200A ID RK1	Each	131.00			
57	Group 2- FUSE 600V 200A ID RK5	Each	83.00			
58	Group 2- FUSE 600V 20A ID RK1	Each	18.00			
59	Group 2- FUSE 600V 20A ID RK5	Each	11.50			
60	Group 2- FUSE 600V 20A RK1	Each	18.00			
61	Group 2- FUSE 600V 225A ID RK1	Each	263.00			
62	Group 2- FUSE 600V 25A ID RK1	Each	18.00			
63	Group 2- FUSE 600V 25A ID RK5	Each	11.00			
64	Group 2- FUSE 600V 300A ID RK5	Each	167.00			
65	Group 2- FUSE 600V 30A ID CLASS J	Each	25.00			
66	Group 2- FUSE 600V 30A ID RK5	Each	11.50			

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
67	Group 2- FUSE 600V 30A RK1	Each	18.00		
68	Group 2- FUSE 600V 350A ID RK1 ID RK1	Each	263.00		
69	Group 2- FUSE 600V 35A ID RK1	Each	31.00		
70	Group 2- FUSE 600V 35A ID RK5	Each	20.00		
71	Group 2- FUSE 600V 3A ID RK1	Each	21.00		
72	Group 2- FUSE 600V 400A	Each	167.00		
73	Group 2- FUSE 600V 40A ID RK1	Each	31.00		
74	Group 2- FUSE 600V 40A ID RK5	Each	20.00		
75	Group 2- FUSE 600V 50A ID CLASS J	Each	41.00		
76	Group 2- FUSE 600V 50A ID RK5	Each	20.00		
77	Group 2- FUSE 600V 5A ID RK5	Each	14.00		
78	Group 2- FUSE 600V 60A ID RK1	Each	33.00		
79	Group 2- FUSE 600V 60A ID RK5	Each	20.00		
80	Group 2- FUSE 600V 6A ID RK1	Each	21.00		
81	Group 2- FUSE 600V 70A ID RK1	Each	65.00		
82	Group 2- FUSE 600V 70A ID RK5	Each	41.00		
83	Group 2- FUSE 600V 7A ID RK1	Each	22.00		
84	Group 2- FUSE 600V 80A SEMICONDUCTOR	Each	75.00		
85	Group 2- FUSE 600V CLASS J TD 25AMP	Each	25.00		
86	Group 2- FUSE 600V, MIDGET 10 AMP	Each	9.00		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
87	Group 2- FUSE AGC 1/2 amp 250v glass fuse	Each	0.76		
88	Group 2- FUSE FLNR 100A 250V ID	Each	23.00		
89	Group 2- LINERLESS RUBBER SPLICING TAPE	Each	28.00		
90	Group 2- LUMINAIRE DISCONNECTS	Each	1.31		
91	Group 2- SWITCH ELECTRONIC TME CLCK 120-277V DPST 7-DAY ASTRONOMIC BASIC ELECTRONIC CONTROL	Each	335.00		
92	Group 2- SWITCH ELECTRONIC TME CLCK 120-277V SPST NM1 7-DAY ASTRONOMIC BASIC ELECTRONIC CONTROL	Each	298.00		
93	Group 2- SWITCH PHOTO CONTROL 120-277V	Each	21.00		
94	Group 2- SWITCH TIME DPST 208-277V 24-Hour Mechanical Time Switch	Each	75.00		
95	Group 2- SWITCH TIME SPST 40A 125V	Each	74.00		
96	Group 2- TAPE 10MIL	Each	8.00		
97	Group 2- TAPE 20MIL	Each	15.00		
98	Group 2- TAPE CAUTION	Each	8.50		
99	Group 2- TAPE ELECTRICAL VINYL PLASTIC ASTM 3/4in.X66 FEET 88 -Black	Each	8.50		
100	Group 2- TERMINAL INSULATED- Fork / Spade Tongue Terminal, Sta-Kon RA Series, 22 AWG, 16 AWG, M3.5, #6	Each	0.38		

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Catalog Items:

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
101	Group 2- TIE CABLE SELF-LOCKING - Self Lock White 11"	Each	0.43		
102	Group 2- TIE CABLE SELF-LOCKING- Self Lock UV Resistant Black, 11"	Each	0.58		
103	Group 2- WARRICK 3W2 -PROBES 4SETS OF TWO	Each	52.00		
104	Group 2-Fuse 600V, Midget 15 AMP	Each	9.00		
105	Group 3- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE QO	Each	196.00		
106	Group 3- CIRCUIT BREAKER 100 AMP THREE POLE 125/250V TYPE QOB	Each	290.00		
107	Group 3- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE QO	Each	99.36		
108	Group 3- CIRCUIT BREAKER 100 AMP TWO POLE 125/250V TYPE QOB	Each	203.00		
109	Group 3- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE QO	Each	11.40		
110	Group 3- CIRCUIT BREAKER 20 AMP ONE POLE 125V TYPE QOB	Each	25.58		
111	Group 3- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE QO	Each	125.00		
112	Group 3- CIRCUIT BREAKER 20 AMP THREE POLE 125/250V TYPE QOB	Each	203.00		

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
113	Group 3- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE QO	Each	24.94			
114	Group 3- CIRCUIT BREAKER 20 AMP TWO POLE 125/250V TYPE QOB	Each	58.85			
115	Group 3- CIRCUIT BREAKER 20AMP ONE POLE 277V	Each	84.00			
116	Group 3- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE QO	Each	11.40			
117	Group 3- CIRCUIT BREAKER 30 AMP ONE POLE 125V TYPE QOB	Each	25.58			
118	Group 3- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE QO	Each	125.00			
119	Group 3- CIRCUIT BREAKER 30 AMP THREE POLE 125/250V TYPE QOB	Each	203.00			
120	Group 3- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE QO	Each	24.94			
121	Group 3- CIRCUIT BREAKER 30 AMP TWO POLE 125/250V TYPE QOB	Each	58.85			
122	Group 3- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE QO	Each	16.32			
123	Group 3- CIRCUIT BREAKER 40 AMP ONE POLE 125V TYPE QOB	Each	25.58			
124	Group 3- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE QO	Each	125.00			

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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
125	Group 3- CIRCUIT BREAKER 40 AMP THREE POLE 125/250V TYPE QOB	Each	203.00			
126	Group 3- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE QO	Each	24.94			
127	Group 3- CIRCUIT BREAKER 40 AMP TWO POLE 125/250V TYPE QOB	Each	58.85			
128	Group 3- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE QO	Each	16.32			
129	Group 3- CIRCUIT BREAKER 50 AMP ONE POLE 125V TYPE QOB	Each	25.58			
130	Group 3- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE QO	Each	125.00			
131	Group 3- CIRCUIT BREAKER 50 AMP THREE POLE 125/250V TYPE QOB	Each	203.00			
132	Group 3- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE QO	Each	24.94			
133	Group 3- CIRCUIT BREAKER 50 AMP TWO POLE 125/250V TYPE QOB	Each	58.85			
134	Group 3- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE QO	Each	16.32			
135	Group 3- CIRCUIT BREAKER 60 AMP ONE POLE 125V TYPE QOB	Each	25.58			
136	Group 3- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE QO	Each	125.00			

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Supplier Contract

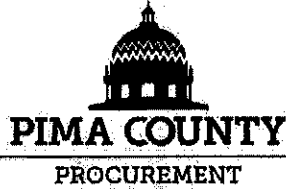
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Catalog Items:						
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN	
137	Group 3- CIRCUIT BREAKER 60 AMP THREE POLE 125/250V TYPE QOB	Each	203.00			
138	Group 3- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE QO	Each	24.94			
139	Group 3- CIRCUIT BREAKER 60 AMP TWO POLE 125/250V TYPE QOB	Each	58.85			
140	Group 3- SAFETY SWITCH THREE POLE 100A 240V HD NEUTRAL	Each	330.00			
141	Group 3- SAFETY SWITCH THREE POLE 100A 600V HD NEUTRAL	Each	501.00			
142	Group 3- SAFETY SWITCH THREE POLE 30A 240V HD NEUTRAL	Each	123.00			
143	Group 3- SAFETY SWITCH THREE POLE 30A 600V HD NEUTRAL	Each	242.00			
144	Group 3- SAFETY SWITCH THREE POLE 60A 240V HD NEUTRAL	Each	207.00			
145	Group 3- SAFETY SWITCH THREE POLE 60A 600V HD NEUTRAL	Each	278.00			
146	Group 3- SAFETY SWITCH TWO POLE 100A 240V HD NEUTRAL	Each	418.00			
147	Group 3- SAFETY SWITCH TWO POLE 30A 240V HD NEUTRAL	Each	92.00			
148	Group 3- SAFETY SWITCH TWO POLE 60A 240V HD NEUTRAL	Each	324.00			

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PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB2400002221

Title: Electrical Parts & Supplies

DUE IN AND OPENS: October 24, 2024, AT OR BEFORE 11:00 AM LOCAL TUCSON, AZ TIME (MST)

Submit Bid to:

Online submissions to the BidNet solicitation portal only

Remote Pre-Bid Conference:

October 8, 2024, AT 9:00 AM LOCAL TUCSON AZ TIME (MST)
Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701
MS Teams Meeting Link: [Join the meeting now](#)

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible, and willing to provide Electrical Parts & Supplies in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide Pima County with Electrical Supplies of various types and quantities, per specifications and requirements described herein.

You may download a full copy of this solicitation at <https://www.bidnetdirect.com/solicitations/open-bids/> by searching and selecting the solicitation number. Offerors are required to check this website for amendments prior to the "**Due In and Opens**" date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays (as observed by County, <https://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=2976>), 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

PRE-BID CONFERENCE: County will hold a Pre-Bid Conference, via an MS Teams Meeting only, for the purpose of clarifying requirements and answering prospective Offeror questions. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged. Remote participation is via the MS Teams Meeting link included above.

MS TEAMS BID OPENING: County will publicly open bids, via an MS Teams Meeting only, immediately after the "**Due In and Opens**" date and time at the location as stated above or as subsequently changed by a solicitation amendment. County will read each respondent's name and total bid amount. County invites all interested parties to attend the opening. Remote participation is via the following MS Teams Meeting link: [Join the meeting now](#).

Offerors must submit bids as required in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as "**Non-Responsive**."

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

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

County will not accept verbal requests for clarifications or interpretations. Offerors must submit any questions or deviation requests through the BidNet solicitation portal.

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation "**Due in and Opens**" Date and Time.

INSTRUCTIONS TO OFFERORS

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE **"NON-RESPONSIVE"**

1. PREPARATION OF RESPONSES

Offeror's submission must use the forms contained in the solicitation. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate, indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety required by this solicitation may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT for Electrical Parts & Supplies

An authorized representative of Offeror **MUST** complete the Offer Agreement document and sign the Section 17 Bid/Offer Certification page of the Offer Agreement, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **"Due In and Opens"** date. Once County accepts and executes the Offer Agreement, as described below in Section 10 Award of the Instructions to Offeror and Section 2 Contract Term, Renewals, Extensions and Revisions of the Offer Agreement, the Offer Agreement becomes a binding contract between Offeror and County for the goods and services described therein.

2.1. Contractor Minimum Qualifications

In order for County to evaluate and consider bids for award, they must be **"Responsive"** and **"Responsible"**. **"Responsive"** means that the submitted bid documents conform in all material respects to the requirements in the solicitation. **"Responsible"**, means that Offerors document and substantiate their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires. The Contractor Minimum Qualifications section of the Offer Agreement establishes the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract, Offeror must submit with the Offer Agreement all documents specified in Section 3 Contractor Minimum Qualifications of the Offer Agreement. If requested in that section, Offeror must list the license numbers or descriptions and other information requested.

2.2. Unit Prices & Bid/Offer Certification

Offerors must fully complete unit prices in the **Documents and Items** tab in the BidNet solicitation portal.

Unless otherwise stated, Offeror must provide a Unit Price for all items included in the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror's unit prices must not include taxes applied to the unit price and legally applicable to County purchase transactions. Offeror's unit prices must include all costs incidental to the provision of the good or services being solicited. Offerors must price each item separately.

County may question, clarify, and correct obvious errors.

3. SPECIFICATION DEVIATIONS

The specifications of the Offer Agreement identify the kind and quality of goods or services Offeror will provide without being unnecessarily restrictive and allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models, and numbers, when given, identify a level of quality, equivalent performance, and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements in the solicitation.

Offeror may request deviations that specifically document and clearly illustrate the requested deviation to the particular specification or the requirement in this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial **"Due In and Opens"** date. County may not answer requests submitted within eight (8) days of the **"Due In and Opens"** date. County may accept or reject deviation requests in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as **"Non-Responsive"** and may not evaluate them.

4. SUBMISSION OF BIDS

County will consider Offeror's submission of a signed Offer Agreement to be a firm offer that will become a binding contract once County issues a system-generated Supplier Contract (SC) or Purchase Order (PO) to the successful Offeror.

Offerors must complete, execute, and submit their full and complete response online to the BidNet solicitation portal.

A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete Offer Agreement includes:

1. **All Sixteen (16) pages of the Offer Agreement, with the following sections and their requirements completed by the Offeror:**
 - **Section 3: Contractor Minimum Qualifications and supporting documents (check appropriate answer and include supporting documents)**
 - **Section 5: Sustainability**
 - **Section 8: Compensation & Payment**
 - **Section 14: Acknowledgement of Solicitation Amendments**
 - **Section 15: Small Business Enterprise (SBE) Certification**
 - **Section 16: Bid/Offer Certification Page**
2. **Any other documents required by the solicitation.**

NOTE: Insurance certification, and Performance Bond if applicable, documents will be required from the successful Offeror within two (2) business days after County posts the Notice of Recommendation for Award on the Procurement website.

An authorized agent of Offeror must sign bids and submit their response to the BidNet solicitation portal and not later than the **"Due-In and Opens"** date and time specified in the IFB.

County will not accept emailed or faxed bids. Only bids submitted through the BidNet solicitation portal will be accepted.

Offeror's failure to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as **"Non-Responsive"** and not evaluate it.

5. INQUIRIES & CLARIFICATIONS

All inquiries to County regarding this solicitation must be submitted via the BidNet solicitation portal. No oral interpretations or clarifications made by County to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a solicitation requirement is needlessly restrictive, unfair, or unclear, Offeror must notify the Pima County Procurement Department in writing identifying the solicitation number, page and paragraph number and clearly state the issue and suggested solution prior to the **"Due-In and Opens"** date. County will respond to inquiries and issue clarifications through the BidNet solicitation portal and/or by written solicitation amendment posted to the BidNet solicitation portal. County may not answer issues identified less than eight (8) days prior to the **"Due-In and Opens"** date.

6. OPENING

County will publicly open responses on the date stated in the IFB. County will read each respondent's name and the total bid amount. County invites all interested parties to attend the bid opening via the MS Teams link provided in the IFB.

7. EVALUATION

County will tabulate responses that are "**Responsive**" and "**Responsible**" to determine which are most advantageous to County considering the specifications stated in the Offer Agreement and other relevant factors. County will determine the low or lowest bids considering all items listed in the Unit Price Schedule. Unit prices prevail in the event of an extension error.

County may: 1) waive informalities in the bid or bid procedure; 2) 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 Pima County Procurement Code Section 11.32; 3) reject any and all responses; 4) re-advertise for bids previously rejected; 5) otherwise provide for the purchase of such equipment, supplies materials and services as required herein; 6) 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) increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing submitted by Offeror.

7.1. SMALL BUSINESS ENTERPRISE PREFERENCE

Any contract funded in any amount with federal funds is not eligible for the Small Business Enterprise (SBE) preference.

For bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson with their bid. The certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If an SBE firm is the successful Offeror, the contract will include the unit prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification document which they may acquire from the City of Tucson, Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: http://www.tucsonprocurement.com/bidders_SBE.aspx.

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

8. AWARD NOTICE

County will post a Notice of Recommendation for Award ("NORFA") for the IFB on the BidNet solicitation portal and the Procurement Department will maintain the tabulation of bids, available for review by interested parties. Offerors that submitted a bid in response to the IFB may also receive an email notice from the Procurement Department of the posting of the NORFA. County will not provide the results of this solicitation in any other manner, or at any time prior to the posting of the NORFA.

9. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. County's protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available at [Pima County Code | Pima County, AZ](#). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the [BidNet Portal](#) without regard to whether County issued individual notices. Offerors are responsible for checking the website.

10. AWARD

If County makes an award, County will enter into a contract with one or more Contractor(s) that submitted the lowest responsive bid(s) that County determined "**Responsible**" for providing the required goods or services. Either the Procurement Director or Board of Supervisors will make the contract award in accordance with the Pima County

Procurement Code. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County may obtain like goods or services from other sources.

11. PIMA COUNTY SUPPLIER RECORD

A valid Pima County Supplier record is required to receive any award of contract. If Offeror does not have an existing supplier record registered with the County's Workday financial system when submitting a response to this solicitation Offeror must have a complete supplier record created. This requires the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the NORFA date if Offeror(s) are listed as an Awardee. Offeror must contact the Pima County Vendor Relations team and provide the required documents to request the creation of a supplier record. Once created Offeror must maintain and update this record via the Workday portal provided upon record creation. Vendor Relations can be reached at vendors@pima.gov.

12. DOCUMENTS MARKED CONFIDENTIAL

County must comply with 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. The Offer Agreement includes a specific provision about public records in Section 28. Please note that all records submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records and are subject to release or review by the general public upon request, including competitors. Under County policy, if Offeror reasonably believes that some of the records that will be submitted to County in response to this solicitation contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL". If County received a public-records request for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror 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.

Offeror must also provide County with an index specifically identifying and describing the general contents of each page CONFIDENTIAL. The index is also a public record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

END OF INSTRUCTIONS TO OFFERORS

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Supplier Contract ("SC") for Contractors to provide Pima County ("County") with Electrical Parts & Supplies on an "as required basis" by issue of Purchase Order ("PO"). It is the intent for Pima County to award Primary, Secondary and Tertiary for each group. Each prospective Contractor may bid on any or all groups.

The established SC will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

The established SC will identify the Contractor to provide the required items as designated by the following groups:

Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies.

Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire.

Group 3: Square D Brand Only

Group 4: GE Brand Only

Group 5: Westinghouse/Eaton/Cutler Hammer Only

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

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 the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor possesses all necessary permits and licenses to perform services within the State of Arizona and local municipalities to provide electrical supplies. Include one (1) copy of license with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor has been in the business of Electrical Parts & Supplies for a minimum of three (3) consecutive years, including current year. Include one (1) copy of each year licenses with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Contractor must have a branch within the greater Tucson, AZ metropolitan area. <u>1436 E. 17TH ST.</u> <u>TUCSON, AZ 85719</u> _____ Provide local Tucson, AZ address.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

The Contractors certify that they are competent, willing, and responsible for performing the services or providing the products in accordance herein with the requirements of this Contract.

4.1. General Specifications

- 4.1.1. This solicitation is intended to have a Primary, Secondary and Tertiary Contractor for each group. Each prospective Contractor may bid on any or all groups. Each group will have a list of parts and estimated annual quantities, these quantities are not guaranteed and could decrease/increase during the term of the Contract.
- 4.1.2. Contractor is required to keep on hand a reasonable supply and quantity of items listed for the group(s) they are awarded. Contractor will make every attempt to provide the supplies requested the same day they are ordered by whatever means necessary to comply with the terms of this agreement.
- 4.1.3. Parts and items requested that do not appear on the Bid List will be given a percentage discount based on current list price. Prices are subject to change; percentage discount will remain unchanged for the duration of the Contract unless a greater percentage discount can be offered and held by Contractor.
- 4.1.4. Contractor will provide an invoice at the time of order fulfillment that reflects pricing for each item. Items requested not on the Contract will show:
- List price
 - Discounted price that reflects the agreed discount percentage for that group
 - PO number and employee who place order
- 4.1.5. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.
- 4.1.6. Order Fulfillment- Items must be delivered within two (2) business days. Items not on the bid list to be delivered within ten (10) business days, unless otherwise communicated with County.

4.2. Item Specifications

This contract contains some **"no substitute"** items. Contractor must provide items that conform to the specifications and requirements herein for any item designated as "no substitute" by the contract. Substitution of any **"no substitute"** item for an equivalent item is not permitted, and County will not allow any deviations.

For all groups that are not identified as no-substitute, substitutions to the specific manufacturer and product numbers listed are permitted if similar, improved, or enhanced. Substitution items must function identically as listed items. County has the sole authority in determining equivalency.

4.2.1. Group 1: Fixtures, Lamps, Ballasts, Drivers, Capacitors and Related Lighting Supplies:

Contractor will provide lighting fixtures, wall packs, exit lighting, emergency lighting, pole lighting and other illumination fixtures. Lamps of assorted types including but not limited to Fluorescent, LED, CFL, HPS, and Metal Halide. Ballasts, lamp holders, tombstones, Edison bases (medium, candelabra, and Mogul) LED drivers, capacitors, emergency ballasts, fixture whips, LED surge protectors and other lighting accessories for multiple voltages including 120/208/277/480.

4.2.2. Group 2: Fuses, Conduit, Junction Boxes, Fittings, Receptacles, Switches, Terminals, Wire Connectors and Electrical Wire:

Contractor will provide fuses of various voltages. These include time delay and fast acting, ceramic and glass types. Various series such as GLR, G, J, T, CC and others may be requested.

Contractor will provide Conduit consisting of but not limited to SCH. 40 PVC, Rigid metal (RMC, IMC) Metal tubing (EMT) Nonmetallic tubing (ENT) Flexible (FMC, LFMC). Electrical boxes of various sizes and ratings, weatherproof, traffic rated, metal, plastic and concrete. Electrical conduit fitting of all types including hangers, straps, Uni-strut components, connectors, fasteners, bushings, nipples, insulators, MC connectors, blocks, fish line and pull cord, compounds and associated items related to this group. Contractor will provide electrical devices such as receptables, disconnects, switches, distribution blocks, toggle switches, time clocks, relays, lugs, wire connectors of all types and ratings (wire nuts, stab connectors), electrical tape and wraps, cable ties, and related items.

Contractor will provide wire of all types and sizes including but not limited to: THHN, XHHW, MC Cable and bare solid wire.

4.2.3. Group 3: Square D- Brand Only:

This is a No Substitute Group. Contractor will supply Square D products consisting of circuit breakers (single pole, two pole and three pole) safety switches and other Square D brand products. Items requested not on the list provided will be priced to the County using the same agreed to discount percentage.

4.2.4. Group 4: GE- Brand Only:

This is a No Substitute Group. Contractor will supply GE products consisting of circuit breakers (single pole, two pole, and three pole) safety switches, traffic lighting products and other GE specific products. Items requested not on the list provided will be priced to the County using the same discount percentage.

4.2.5. Group 5: Westinghouse/Eaton/Cutler Hammer Only:

This is a No Substitute Group. Contractor will supply Westinghouse/Eaton/Cutler Hammer products consisting of circuit breakers (single pole, two pole, and three pole) safety switches and other products produced by this family of companies. Additional products such as contact blocks, pull apart terminal blocks and coil latch relays are also required in this group. Items requested not on the list provided will be priced to the County using the same discount percentage.

All products will be commercial grade, UL listed, new unused and carrying full manufacturer warranty. Warranty items will be returned to Contractor for replacement or refund. Items will be returned at Contractor's cost as Pima County will not pay restocking fees.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offers and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

Pursuant to the executed SC, County departments requiring the goods or services described herein will issue a DO to the Contractor. County will furnish the DO 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 SC and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO.

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 amendment 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 County's 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.

7. ACCEPTANCE OF GOODS & SERVICES

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

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

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

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

Pricing- Complete unit prices in Documents and Items tab on BidNet.

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

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract

renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price -- (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price - (List price x Discount %) = Discounted Unit Price

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

8.6. Standard Payment Term

Net 30, effective from the date of valid invoice document and does 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.

8.7. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes 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 will submit valid invoice document consistent with the associated PO to County's 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 Early Payment Discount.

Optional Early Payment Discount: 0 % if payment tendered within N/A Days as indicated above.

8.8. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's PO document.

All Invoice documents will reference County's PO number under which the services or products were ordered. Contractor must utilize the Item description, precise unit price, AND unit of measure included in County's order

document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO 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 PO 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).

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record, The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. 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 Standard Terms and Conditions and to the location(s) on the PO document.

- If requested, Contractor will deliver materials to specified Pima County location at no additional cost.
- Items requested shall be available same day or if the item requested is a special order it shall be available for pick up within 10 business days. Additional freight charges, next day/overnight fees must be included in the unit price. Freight charges will not be invoiced as a line item.
- Items may be ordered over the phone to be picked up as a will call or in person at the Supplier's location. A Purchase Order (PO) number will be provided at the time the order is placed.

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

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, 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 itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB2400002221 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, 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.

13. 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, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. 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. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

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

13.2.1. Claims-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.

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile, policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

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

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary, and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. 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 must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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.

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

13.5. Approval and Modifications

County's 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. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
03	16/23/24				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? 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.

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16. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: MERKS ENTERPRISES LLCBUSINESS ALSO KNOWN AS: ARIZONA COMMERCIAL LIGHTING & SUPPLYMAILING ADDRESS: 1436 E 17TH ST.CITY/STATE/ZIP: TUCSON, AZ 85719REMIT TO ADDRESS: PO BOX 57066CITY/STATE/ZIP: TUCSON, AZ 85732CONTACT PERSON NAME/TITLE: MICHAEL ADAMSPHONE: (520) 322-9611 FAX: N/ACONTACT PERSON EMAIL ADDRESS: MIKE.A@AZCOMMERCIALLIGHTING.COMEMAIL ADDRESS FOR ORDERS & CONTRACTS: MIKE.A@AZCOMMERCIALLIGHTING.COMCORPORATE HEADQUARTERS ADDRESS: N/AWEBSITE: AZCOMMERCIALLIGHTING.COM

By signing and submitting the Offer Agreement, 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 County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's 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 contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE:  DATE: 10/26/24

MICHAEL R. ADAMS PRESIDENT
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (707) 287-7195 MIKE.A@AZCOMMERCIALLIGHTING.COM

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

County may 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. No verbal agreement for adjustment is acceptable.

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

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. 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 delivery meets all specification requirements.

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

Contractor certifies that no officer or employee of County or of any subdivision thereof 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. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any SC, PO, 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.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

12. UNFAIR COMPETITION AND OTHER LAWS

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

13. 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

14. 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.

15. CANCELLATION FOR CONFLICT OF INTEREST

This contract is subject to cancellation pursuant to A.R.S. §§ 38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

16. 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.

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's 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.

18. 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.

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and 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 reasonably requested by County 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 described 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 has given Contractor reasonable time to respond to County's requests for support.

20. 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.

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, 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 accepted by County before the effective date of the termination.

23. 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: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

Contractor is 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 County's Merit System. Contractor is responsible for paying 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.

25. BOOK 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.

26. COUNTERPARTS

The parties may execute the SC or PO that County awards 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 SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

Contractor warrants its right and power to enter into the SC or PO. If any court or administrative agency determines that County does not have authority to enter into the SC or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the SC or PO.

28. 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 contract and any SC, PO, or DO 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.

29. 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 that it directly employs. 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.

30. SEVERABILITY

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, 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. §§ 41-4401 and 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 Section 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 ensure 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 Section is the responsibility of Contractor. In the event that remedial action under this Section 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.

32. 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 County otherwise specifies and agrees in writing, 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.

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees.

Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS



City of Tucson

License Certificate

Business Name and Mailing Address:

ARIZONA COMMERCIAL LIGHTING AND SUPPLY
PO BOX 57066
TUCSON AZ 85732-7066

License Number: 3070158

Type: Hardware Stores

Issue Date: December 22, 2021

Expiration Date: December 31, 2022

Owner:

MERKS ENTERPRISES LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

3070158

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ARIZONA COMMERCIAL LIGHTING AND SUPPLY

Located At: 1436 E 17TH ST, TUCSON, AZ 85719

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services



City of Tucson

Business License

Business Name and Mailing Address:

ARIZONA COMMERCIAL LIGHTING AND SUPPLY
PO BOX 57066
TUCSON, AZ 85732-7066

License Number: T3070158

Issue Date: January 04, 2023

Expiration Date: December 31, 2023

Owner:

MERKS ENTERPRISES LLC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

ARIZONA COMMERCIAL LIGHTING AND SUPPLY

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona

LICENSE SECTION

Effective: January 01, 2023

Expiration Date: December 31, 2023



**CITY OF
TUCSON**

Business License

Non-Transferable

T3070158

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ARIZONA COMMERCIAL LIGHTING AND SUPPLY

Located At: 1436 E 17TH ST TUCSON, AZ 85719

Please refer to license number in all correspondence.

BY: _____

Ann Rosenberg
CFO/Assistant City Manager



City of Tucson

Business License

Business Name and Mailing Address:

License Number: T3070158

Issue Date: October 18, 2023

Expiration Date: December 31, 2024

ARIZONA COMMERCIAL LIGHTING AND SUPPLY
PO BOX 57066
TUCSON, AZ 85732-7066

Owner:
MERKS ENTERPRISES LLC

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:
ARIZONA COMMERCIAL LIGHTING AND SUPPLY

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2024
Expiration Date: December 31, 2024



Non-Transferable

T3070158

**MUST BE DISPLAYED IN
A CONSPICUOUS PLACE**

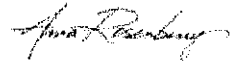
Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: ARIZONA COMMERCIAL LIGHTING AND SUPPLY

Located At: 1436 E 17TH ST TUCSON, AZ 85719

Please refer to license number in all correspondence.

BY: 
CFO/Assistant City Manager

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: MERKS ENTERPRISES LLC
1436 E 17TH STREET
TUCSON AZ 85719

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 21363180
START DATE: 09/01/2020
ISSUED: 11/02/2023
EXPIRES: 12/31/2024

LOCATION: CODE 001
AZ COMMERCIAL LIGHTING
1436 E 17TH STREET
TUCSON, AZ 85719
2300066609275

BUSINESS CODE

017 - RETAIL
029 - USE TAX
017 - RETAIL
029 - USE TAX

REGION

PMA - PIMA
PMA - PIMA
TU - TUCSON
TU - TUCSON

JURISDICTION

COUNTY
COUNTY
CITY
CITY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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