



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

© Award ○ Contract ○ Grant

Requested Board Meeting Date: 4/17/2018

* = Mandatory, information must be provided

or Procurement Director Award

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

W W Granger, Inc. dba Grainger, Inc. (Headquarters: Lake Forest, IL)

***Project Title/Description:**

Hand Tools Non Powered, Accessories and Supplies

***Purpose:**

Award: Master Agreement MA-PO-18-282. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$333,500.00 (including sales tax) and includes four (4) one-year renewal options

Administering Department: Regional Wastewater Reclamation

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 288317 was conducted. Six (6) responses were received. Award is to the lowest, responsive and responsible bidder.

PRCUID: 288317

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

This agreement will provide County departments with quality non-powered hand tools to maintain facilities, vehicles and equipment and perform in-house construction or fabrication projects.

***Public Benefit:**

Efficient maintenance of County stadiums, parks, public facilities, vehicles, equipment and water treatment plants.

***Metrics Available to Measure Performance:**

Departments will monitor on-time delivery requirements and billings to ensure contract compliance.

***Retroactive:**

No

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 18-282

Effective Date: 4/17/2018 Termination Date: 4/16/2019 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 333,500.00 Revenue Amount: \$ _____

*Funding Source(s) required: General Fund, Wastewater Enterprise Fund, Fleet Internal Service Fund, Stadium Fund

Funding from General Fund? Yes No If Yes \$ 200,000.00 % 60

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

*Is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval

Vendor is using a Social Security Number? Yes No

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

_____ Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required: _____

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

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

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Michael Warren CPPB, Procurement Officer Division Manager [Signature]

Department: Procurement [Signature] 3/20/18 Telephone: 724-3730

Department Director Signature/Date: _____ 4/2/18

Deputy County Administrator Signature/Date: _____ 4/2/18

County Administrator Signature/Date: _____ 4/3/18

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: 3/30/2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 288317 for Hand Tools Non Powered, Accessories and Supplies that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 4/17/2018.

Award is recommended to the lowest, responsive and responsible bidder:

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
W W Grainger, Inc. dba Grainger Inc.	\$302,832.79	\$333,500.00 (including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Auto Safety House	\$337,398.54
General Tool & Supply Co.	\$352,729.72
Glendale Industrial Supply dba UNICOA	\$363,830.65
Precision Tool & Construction Supply, Inc.	\$444,527.02
American Refrigeration Supplies, Inc.	No Bid

Issued by: Michael Warren CPPB, Procurement Officer

Telephone Number: (520) 724-3730

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

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

AW



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 1800000000000000282

MA Version: 1

Page: 1 of 2

Description: Hand Tools Non Powered Accessories and Supplies

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: MICHAEL WARREN
	Phone: 5207243730
	Email: michael.warren@pima.gov

T E R M S	Initiation Date: 04-17-2018
	Expiration Date: 04-16-2019
	NTE Amount: \$333,500.00
	Used Amount: \$0.00

V E N D O R	W W GRAINGER INC	Contact: TANOUS FARHAT
	DBA: GRAINGER INC	Phone: 520-745-8200
	3415 S DODGE BLVD	Email: WILLIAM.FARHAT@GRAINGER.COM
	TUCSON AZ 85713	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$333,500.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

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



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000282

MA Version: 1

Page: 2 of 2

Line	Description					
1	Hand Tools Non Powered, Accessories and Supplies					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00	24818	EID 24818	

NOTE - Due to system limitations and processing requirements for uploading large bid lists, this page does not yet reflect the bid lines submitted in Grainger's executed Offer Agreement, Attachment A. Before contract is issued, these 151 lines will be electronically uploaded to this Master Agreement after the Board of Supervisors award of contract.

ITEM#	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	CURRENT PART#	EQUIVALENT PART#	EST ANNUAL USAGE QTY	UOM	UNIT PRICE\$	EXTENDED AMOUNT \$
1	Adapter, Impact Socket, 1/2in F x 3/8in M	1FK43		110	EA	\$5.83	\$641.30
2	Ax, Hickory Handle, Bladed	20C890		36	EA	\$19.84	\$714.24
3	Bag, Tool, Canvas, 24 In x 6 In x 15 In	2DGT3		55	EA	\$63.52	\$3,493.60
4	Bar, Pry, Aligning, 24 In	3R549		40	EA	\$19.13	\$765.20
5	Bar, Pry, Rolling, 16 In	3R551		35	EA	\$19.17	\$670.95
6	Bar, Set, Pry & Rolling Head, 4 Pac	3R545		30	SET	\$69.01	\$2,070.30
7	Base, Magnetic	2ZUL3		50	SET	\$174.60	\$8,730.00
8	Blades, Saw Hack, NS1232	4RA73		275	EA	\$9.20	\$2,530.00
9	Borescope, Video, Portable	4NUP9		35	EA	\$198.56	\$6,949.60
10	Box, Catilever Brown	4R138		35	SET	\$66.39	\$2,323.65
11	Box, Tool, Job Site, 13in x 19in x 32in, Tan	13R536		25	SET	\$238.17	\$5,954.25
12	Box, Tool, Job Site, 23in x 24in x 48in, Tan	13R531		16	EA	\$375.37	\$6,005.92
13	Box, Tool Carpenter 32 In x 8 1/2 In x 9 1/2 In Flip Top Brwn	4R158		60	EA	\$47.97	\$2,878.20
14	Box, Tool, Drawer Liner	2Q024		35	EA	\$13.32	\$466.20
15	Box, Tool, 8 1/2 In Dia, 20 In W x 9 1/2 In H	7AC35	36Y008	40	EA	\$19.72	\$788.80
16	Caliper, Dial Caliper 0-6 In	2ZUE7		30	EA	\$182.71	\$5,481.30
17	Caliper, Dial, 12 In .001 In Grad	4LA86		35	EA	\$197.05	\$6,896.75
18	Caliper, Digital Caliper 12 In	5JK61		40	EA	\$360.00	\$14,400.00
19	Chest, Drop Front, 27 In	48VC22		70	EA	\$410.42	\$28,729.40
20	Chest, Roller Cab, 27 In, 8 DWR	1ZML9		25	EA	\$553.79	\$13,844.75
21	Chisel Set Cold Chisel 5/16 In - 7/8 In. 7 P	3R151		30	EA	\$35.76	\$1,072.80
22	Chisel, Diamond Point, 3/8 In	3R134		36	EA	\$7.28	\$262.08
23	Chisel Set, Fatmax, Short Blade, 6Pc	5ME53		25	EA	\$51.53	\$1,288.25
24	Clamp, C Clamp, 8 In Deep Throat	2HUL7		35	EA	\$43.04	\$1,506.40
25	Clamp, Shaft, Alignment	4CEW1		50	EA	\$805.24	\$40,262.00
26	Clamp, C	10D647		75	SET	\$12.61	\$945.75
27	Cutter, Bolt, 30 In Metal Handle	1YNC2		35	EA	\$37.15	\$1,300.25
28	Cutter, Bolt, 36 In	2H021		50	EA	\$170.59	\$8,529.50
29	Cutter, Cutter 1/4 to 2-5/8	4A515		75	EA	\$68.89	\$5,166.75
30	Cutter, Diagonal, 7 In Diagonal	5LJ48		55	EA	\$18.69	\$1,027.95
31	Cutter, Ratcheting	2DPH3		36	EA	\$52.67	\$1,896.12
32	Cutter, Tube, 1/4 In to 2 5/8 In Od	4A515		50	EA	\$68.89	\$3,444.50
33	Cutter, Tube, Plastic 1/4 In to 2 In Od	1XDY2		36	EA	\$77.12	\$2,776.32
34	Cutter, Tubing, 6/Pkg	5A193		35	EA	\$28.93	\$1,012.55
35	Cutter, w/Hd Wheel 1/8 to 1-1/8	1ATH8		25	EA	\$25.28	\$632.00
36	Dead Blow Mallet, 11 Lb	2FDB8		25	EA	\$105.41	\$2,635.25
37	Dial, Crankshaft Distortion Gauge	6NAZ5		21	EA	\$513.66	\$10,786.86
38	Extractor, Set Screw, 1/8-1 In	3R996		35	EA	\$83.31	\$2,915.85
39	File, Set, Without Handles, 9/Set	6C977		25	EA	\$55.68	\$1,392.00
40	Flashlight, Mini, Xenon	2EUE5		75	EA	\$7.47	\$560.25

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41	Flashlight, Industrial, Plastic, Xenon	1DJP7		75	EA	\$19.80	\$1,485.00
42	Flashlight, LED, Pelican 2360B	14L596		81	EA	\$24.91	\$2,017.71
43	Flashlight, Industrial, Aluminum, Xenon	2V924		75	EA	\$8.56	\$642.00
44	Flashlight, LED, Mini Mag, SP2P01HK	19G663		75	EA	\$20.04	\$1,503.00
45	Funnel, 4 3/4D, 1QT, 1/2IN Spout, Black	4ZH72		52	EA	\$1.56	\$81.12
46	Gage Feeler, Set .0015-.04 1/2 In x 12 In OAL 25Pc	5C589		75	EA	\$23.35	\$1,751.25
47	Gun, Grease, Pistol Grip, 6000psi, Flex Hose Nozzle	6WA97		35	EA	\$14.89	\$521.15
48	Hacksaw 12 In Dual Purpose	2DGD2		35	SET	\$29.39	\$1,028.65
49	Hacksaw Hi-Tension	3Q044		25	EA	\$20.32	\$508.00
50	Hammer, Ball Pein, 24 Oz, 15 In Hickory Handle	6R269		30	EA	\$10.65	\$319.50
51	Hammer, Brass, 3.8 Lb, 12 In Fiberglass Handle	3R513		35	EA	\$80.93	\$2,832.55
52	Hammer, Cross Pein 4 Lb	3R524		20	EA	\$35.19	\$703.80
53	Hammer, Hand Drilling, 4 Lb	2DBU4		35	EA	\$18.03	\$631.05
54	Hammer, Sledge, 12 Lb, 32 In Oal, Fbrgls Hndl, Double Face	48TE30		20	EA	\$38.75	\$775.00
55	Hammer, Sledge, 3 Lb	4YR67		25	EA	\$8.75	\$218.75
56	Hammer, Sledge, 5 Lb	6R341		20	EA	\$49.15	\$983.00
57	Hammer, Sledge, 8 Lb, Super Grip	3MD39		20	EA	\$30.56	\$611.20
58	Hammer, Welding/Chipping	4WMD7		25	EA	\$10.75	\$268.75
59	Handle, Hinge Handle, 1/2 In Dr x 10 7/8 In Oal	1AM33		80	EA	\$24.73	\$1,978.40
60	Hex Bit SKT Set 4-17MM 3/8 & 1/2 Dr 10Pc w/ Box	4JV94		40	SET	\$74.68	\$2,987.20
61	Hex Key Set .050-3/8 In	5LN04		35	EA	\$22.32	\$781.20
62	Hex Key Set, 5/64 In - 1/4 In Fold-Up 9 Pc Composite Handle	5LM84		250	EA	\$3.55	\$887.50

Offer Agreement - Attachment A

Page 1 of 3

ITEM#	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	CURRENT PART#	EQUIVALENT PART#	EST ANNUAL USAGE QTY	UOM	UNIT PRICES	EXTENDED AMOUNT \$
63	Knife, Folding, Electrician	2DFF8		25	EA	\$28.23	\$705.75
64	Knife, Snap Point	1CNZ2		150	EA	\$4.41	\$661.50
65	Knife, Utility, Pocket	5R669		50	EA	\$4.33	\$216.50
66	Knife, Utility, Retractable	4A803		75	EA	\$2.92	\$219.00
67	Knife, Utility, Blade, Dispenser, Buld Dispenser, 100/Pk	4A805		20	EA	\$10.11	\$202.20
68	Lamp, Pelican Flashlight Replacement Lamp	4JC17		75	EA	\$7.05	\$528.75
69	Level, Torpedo	6X995		15	EA	\$7.05	\$105.75
70	Measure, Tape, 25 Ft, Fat Max	5HL16		50	EA	\$19.28	\$964.00
71	Measure, Tape, 33 Ft Combination Engineering	6XUT0		50	EA	\$10.12	\$506.00
72	Measure, Tape, 16 Ft, Stanley	5LP67		50	EA	\$4.47	\$223.50
73	Nutdriver, Set 3/16 In - 5/8 In, Dirled Shaft, 11 Pc	3R911		12	EA	\$72.72	\$872.64
74	Pick Mattock 5Lb Pick (Head)	12N16Z	DELETE	10	EA	#N/A	\$0.00

75	Pick, Handle, Fiberglass	3MD48	DELETE	10	EA	#N/A	\$0.00
76	Pliers Long Nose Pliers	4CP53		100	EA	\$16.04	\$1,604.00
77	Pliers Needle Nose 11.56 In Long Reach Handle with Grips	1C042		15	EA	\$23.03	\$345.45
78	Pliers 7-5/16 In Diagonal Cut Pliers w/ Grips	3R195		12	EA	\$14.04	\$168.48
79	Pliers Linesman FTS 9.25 In	3R256		35	EA	\$30.28	\$1,059.80
80	Pliers Power Pack II, 10.2 In	4JV78		135	EA	\$18.37	\$2,479.95
81	Pliers Tongue in Groove 10 In, 2 In Capacity	4CR40		75	EA	\$12.15	\$911.25
82	Pliers Tongue in Groove, Channelock 12 In	4CR41		25	EA	\$13.79	\$344.75
83	Pliers Tongue in Groove, 16 In	4CR43		20	EA	\$22.89	\$457.80
84	Pliers Needle Nose 7 In Proto	3R205		125	EA	\$11.33	\$1,416.25
85	Puller, 10 Ton	3R704		15	SET	\$162.72	\$2,440.80
86	Puller, 3 Jaw	3R661		15	SET	\$83.53	\$1,252.95
87	Puller, Set Puller Master w/ Box	3R709		6	SET	\$1,178.71	\$7,072.26
88	Punch Drift Set 1/4 In-3/4 In with 1/4, 5/16, 3/8, 7/16, 1/2, 5/8, 3/4	3R160		9	SET	\$53.43	\$480.87
89	Punch Pin Set 7 Pc 1/4-1/2 In with Pouch	3R111		15	EA	\$28.52	\$427.80
90	Punch Roll Pin Set 7 Pc	1Q754		15	SET	\$29.25	\$438.75
91	Ratchet, 1/2 In Dr 16 In OAL	1AM21		9	EA	\$38.47	\$346.23
92	Ratchet, w/ Handle, 1/2 In to 2 In Threading Dies	3AFP4		12	EA	\$70.53	\$846.36
93	Screwdriver 7 Pc Set	5LL68		10	EA	\$51.03	\$510.30
94	Screwdriver Kit	1N048		12	EA	\$222.23	\$2,666.76
95	Screwdriver, No.2, PH, 1/4 In x 1-5/8 In	1C055	DELETE	25	EA	#N/A	\$0.00
96	Screwdriver, Set S/D Torx, 7 Pc	13G275		9	EA	\$51.48	\$463.32
97	Screwdriver, Set, PH, 8 Pc	1CLF8		10	EA	\$23.00	\$230.00
98	Screwdriver, Steel Demolition with 4in shank and 1/4in standard tip	10J306		5	EA	\$2.55	\$12.75
99	Shovel, Round Point, Fiberglass	3MD52		7	EA	\$25.01	\$175.07
100	Shovel, Snow, Aluminum Blade, 27 In Handle	1WG35		5	EA	\$28.31	\$141.55
101	Socket 3/8 Universal Socket Set 3/8 to 3/4 12 Pt	1AC81		10	EA	\$112.32	\$1,123.20
102	Socket 1/2 In Drive x 3/4 In	1AX14		25	SET	\$7.84	\$196.00
103	Socket, Impact Socket - 1 In Drive, 1 In x 8 Pt	1AFP8		5	EA	\$19.35	\$96.75
104	Socket, Set, 1/2 Dr 3/8-1-1/4	5C896		8	EA	\$284.25	\$2,274.00
105	Socket, Set, 1/2 In Drive	5C894		9	EA	\$165.64	\$1,490.76
106	Socket, Set, 1/4 Drive, 1/16-9/16	5C851		5	EA	\$124.21	\$621.05
107	Socket, Set, 3/4 In Drive	5C908		9	EA	\$320.87	\$2,887.83
108	Socket, Set, 3/8 In, Drives	5C858		10	EA	\$136.76	\$1,367.60
109	Socket, Set, Deep, 3/8 Drive 8-19 MM, 29 Pc	5C883		9	EA	\$170.93	\$1,538.37
110	Socket, Set, Deep, 3/8 Drive, 3/8-7/8, 22 Pc	5C875		5	EA	\$136.35	\$681.75
111	Socket, Set, Starter, 3/8 Drive	7A053		5	EA	\$454.21	\$2,271.05
112	Socket, Set, Torx, 3/8 In Drive, 8 Pc	5C626		15	SET	\$47.17	\$707.55
113	Tap 3/4-16 Plug 4FL H3 HSS	2TTA4		9	SET	\$29.57	\$266.13
114	Tap 5/8-18 Plug 4FL H3 HSS	2TRX7		5	EA	\$21.12	\$105.60
115	Tap, 1/2-20 Taper 4FL H3 HSS	4AHX4		9	EA	\$11.08	\$99.72
116	Tape, Rule, 1 In x 25 Ft, Yellow Blade, Metallic Case	6A498		5	EA	\$13.93	\$69.65
117	Tape, Rule, 1/4 x 6 Ft, White, Metallic Case	6C196		10	EA	\$11.19	\$111.90

118	Tool, Hand, Leatherman	9U347		10	EA	\$76.00	\$760.00
119	Tool, Hand, Leatherman	9T371		10	EA	\$76.00	\$760.00
120	Tool, Kit, Insulated, Basic	1N046		9	EA	\$75.85	\$682.65
121	Tote Bag, Tool, 12-pocket, Poly, GP	1YBR5		7	EA	\$72.93	\$510.51
122	Vise, 5-1/2 In	4TK28		5	EA	\$61.41	\$307.05
123	Wrench, Pipe, 10 In	3R413		10	SET	\$16.69	\$166.90
124	Wrench, Pipe, 14 In	3R415		5	EA	\$24.15	\$120.75

Offer Agreement - Attachment A

ITEM#	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	CURRENT PART#	EQUIVALENT PART#	EST ANNUAL USAGE QTY	UOM	UNIT PRICES	EXTENDED AMOUNT \$
125	Wrench, 15 In Crescent	3R388		7	EA	\$39.85	\$278.95
126	Wrench, 18 In Crescent	3R396		9	EA	\$66.52	\$598.68
127	Wrench, Adjustable, 24 In	3R404		9	EA	\$110.23	\$992.07
128	Wrench, Adjustable, 6 In	2DEZ4		5	EA	\$20.65	\$103.25
129	Wrench, Adjustable, 10 In Black 1-5/16 In Capacity	1NYB3		10	EA	\$7.72	\$77.20
130	Wrench, Adjustable 8 In	3R370		10	EA	\$14.07	\$140.70
131	Wrench, Adjustable, 8 In Black 1-1/8 In Cap	3R373		7	EA	\$11.51	\$80.57
132	Wrench, Adjustable, 10 In OAL Chrome 1-5/16 In Cap	1NYA4		12	EA	\$7.93	\$95.16
133	Wrench, Adjustable, 12 In	1NYA5		10	EA	\$12.96	\$129.60
134	Wrench, Adjustable, 6 In Black 15/16 In Cap	3R367		10	EA	\$10.97	\$109.70
135	Wrench, Box, Striking, 1 1/8 In, 12 Point, 8 1/2 In OAL	1APC9		6	EA	\$31.91	\$191.46
136	Wrench, Combo, 1 1/4 In	1AKX7		10	EA	\$37.12	\$371.20
137	Wrench, Combo, Set 3/8 In - 3/4 In	1AKN6		10	SET	\$125.56	\$1,255.60
138	Wrench, Combo, Set 5/16 - 1 1/4 In	5H162	DELETE	11	SET	N/A	\$0.00
139	Wrench, Combo, Set, SAE 15pc 12pt	54JG18		6	SET	\$370.37	\$2,222.22
140	Wrench, Combo, Set, Ratchet, 13/16 - 1 1/4 7 Pc, Jumbo Rvrs Gro	20PH08	54DG32	9	SET	\$66.12	\$613.08
141	Wrench, Pipe, 14 In	3R415		15	SET	\$24.15	\$362.25
142	Wrench, Pipe, 24 In	4A501		9	SET	\$59.23	\$533.07
143	Wrench, Pipe, 10 In	3R413		7	EA	\$16.69	\$116.83
144	Wrench, Pipe, 18 In, Aluminum, 2 1/2 In Capacity	6A652		10	EA	\$55.44	\$554.40
145	Wrench, Pipe, 36 In	4A502		9	EA	\$127.00	\$1,143.00
146	Wrench, Set, 8 Pc	1WNC4		10	EA	\$178.47	\$1,784.70
147	Combination Wrench, Set SAE 7pc 12pt vinyl pouch	4KMC2	1EYD5	10	EA	\$14.35	\$143.50
148	Wrench, Spanner, Pin, 2 In-4 3/4 In Dmtr	1FJ40		25	EA	\$33.33	\$833.25
149	Wrench, Set, Combo, 7 - 21 MM	4CPE2		15	EA	\$31.05	\$465.75
150	Wrench, Torque, 1/2 Drive, 30-150 Lb	4LY35		16	SET	\$110.47	\$1,767.52
151	Wrench, Torque, 3/4 In Drive 90-600 Lb	1ARN1		20	SET	\$494.48	\$9,889.60

FOB Destination/Unloaded; include cost of freight in the unit price. Although County will pay taxes if applicable, do NOT include sales tax in the unit price.		TOTAL BID AMOUNT	\$302,832.79
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The descriptions, brand names and vendor numbers listed are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference to minimum specifications, and will be used in the evaluation of items needed by Pima County. Bids will be accepted with alternate, equivalent products. Pima County will have final determination on equivalency and reserves the right to add other items at any time.

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PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: 288317 Title: Hand Tools Non Powered, Accessories and Supplies

DUE IN AND OPENS: MARCH 29, 2018 AT OR BEFORE 1:00 P.M. LOCAL ARIZONA TIME (MST)

Submit Bid to:

Pima County Procurement Department
130 W. Congress St., 3rd Floor,
Tucson, Arizona 85701

Pre-Bid Conference:

March 13, 2018 AT 10:00 A.M. LOCAL ARIZONA TIME (MST)
Pima County Procurement Department
130 W. Congress, 3rd Floor
Tucson, Arizona 85701

SOLICITATION: Pima County ("County") is soliciting bids from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: County is seeking to establish an "as required" contract for **Hand Tool Non-Powered, Accessories and Supplies** in the estimated annual contract amount of \$426,800.00, per specifications and requirements defined herein.

You may download a full copy of this solicitation at www.pima.gov/procure/ifbrfp.htm by selecting the solicitation number. Offerors are required to check this website for addenda prior to the Due In and Opens date and time to assure that the bid incorporates all addenda. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

County will hold a Pre-Bid Conference at the date, time and place specified above 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. Participation is also available via conference call. Offerors that wish to receive this accommodation must contact the Procurement Officer listed in the solicitation at least two business days before the Pre-Bid Conference is held.

Offerors must submit bids as defined 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 instruction 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 TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

County will not accept verbal requests for clarifications or interpretations. Offerors must submit questions or deviation requests in writing to County's Procurement Department, Attention: Michael Warren CPPB, [email: michael.warren@pima.gov](mailto:michael.warren@pima.gov)

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

Mail/deliver bid to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Tucson, AZ 85701

Michael Warren CPPB
Procurement Officer

Publish: The Territorial; Mar 7, 8, 9, 12, 2018

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:

Offerors must make all bids using the forms contained in this package. Offerors must print or typewrite all prices and notations. **Erasures are not permitted.** Offerors may cross out errors and print in ink or typewrite corrections adjacent to the error and the person signing the bid will initial any such correction. County prefers typewritten responses.

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

Any surety that this solicitation requires 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 (Contract): Hand Tools Non Powered Accessories and Supplies (12 pages)

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when County accepts and executes it as defined by this solicitation. An authorized representative of Offeror must complete and sign the Offer Agreement document certifying that the firm is willing and able to meet all requirements of the solicitation.

Contractor Minimum Qualifications:

Contractor Minimum Qualifications are intended to establish 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 the *Contractor Minimum Qualifications* section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

Unit Prices & Bid Certification:

Offerors must fully complete and sign the "*Compensation & Payment*" and "*Bid/Offer Certification*" sections of the Offer Agreement utilizing the forms provided by this solicitation.

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. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to Pima County ("County"), Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days' means "calendar" days.

County reserves the right to question, clarify and correct obvious errors.

3. SPECIFICATIONS & DEVIATIONS:

The specifications included in this solicitation intend to identify the kind and quality of goods or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and part numbers listed in Attachment A are **Grainger®** products intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies. Bids will be accepted with alternate, equivalent products. Pima County will have final determination on equivalency.

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 set forth by the solicitation.

INSTRUCTIONS TO OFFERORS (continued)

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by 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 solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County 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 addenda as non-responsive and may not evaluate them.

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 the 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).

4. SUBMISSION OF BIDS:

Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said offer.

The submittal must include all information requested by the solicitation, and must use without modification the forms provided by the solicitation. Offerors are to complete, execute and submit one original of the Offer Agreement to include:

OFFER AGREEMENT

- **Page 1, Section 3. CONTRACTOR MINIMUM QUALIFICATIONS**
- **Page 2, Section 7. OPTIONAL EARLY PAYMENT DISCOUNT TERMS**
- **Page 5, Section 13. ACKNOWLEDGEMENT OF SOLICITATION ADDENDA (if applicable)**
- **Page 5, Section 14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION (if applicable)**
- **Page 6, Section 15. BID/OFFER CERTIFICATION**
- **ATTACHMENT A – UNIT PRICES (Net 30-Day Payment Terms)**

Offeror must provide a Unit Price and Equivalent Part# for all line items defined in **Attachment A**. Offeror shall save Attachment A to compact disc or media thumb drive, enter Unit Prices and Equivalent Part# (if different from Current Part#). Submit the device along with a printed copy of the completed Attachment A file in the sealed package. Failure to include the device and printed copy with sealed offer will result in the offer being rejected and deemed non-responsive. All lines on Attachment A must be bid. Bids will be accepted with alternate, equivalent products. Pima County will have final determination on equivalency.

Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.

County must receive and time-stamp bids at the specified location at or before the Bid Due Date and Time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Bid Due Date and Time and County may return them unopened. County will open and record timely submittals promptly after the Bid Due Date and Time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date and Time that the Invitation for Bid specifies.

County will not accept facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

5. COMPLIANCE WITH AGREEMENT:

County will execute an agreement with the successful Offeror by issuance of a Master Agreement ("MA").

Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, Offeror agrees that it will not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order that County has properly executed. Any goods or services that Offeror provides in excess of the quantity stated in the agreement is done at Offeror's own risk. Offerors must decline verbal requests to deliver items in

INSTRUCTIONS TO OFFERORS (continued)

excess of the agreement and must report all such requests in writing to the Pima County Procurement Department within one (1) workday of the request. The report will include the name of the requesting individual and the nature of the request.

6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Open* date set for receipt of the bid or proposal. County will respond by written addendum sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the *Due In and Opens* date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through https://library.municode.com/az/pima_county/codes/code_of_ordinances?nodeId=TIT11PICOPRCO_CH11.20PR. 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 Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of Offerors and Proposers to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

8. VENDOR RECORD MAINTENANCE:

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including 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 solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE:

Any contract funded in any amount with federal funds is not eligible for this preference.

For those 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; said 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 County makes an award of contract, the contract will utilize 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 certificate which they may acquire from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. 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.

10. DOCUMENTS MARKED CONFIDENTIAL:

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 this solicitation, 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 or review by the general public upon request, including competitors.

INSTRUCTIONS TO OFFERORS (continued)

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County 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.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is 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. INTENT:

This document is intended to establish an "as required" Master Agreement ("MA") to provide Pima County ("County") with **Hand Tools Non Powered, Accessories and Supplies** on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor certifies it is an authorized representative, distributor for Hand Tools Non Powered, Accessories and Supplies for a minimum of at least three (3) years including the current year.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor certifies it possesses a commercial business license. Enter Business License Number: <u>07030579</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

GENERAL: Contractor shall provide Non-Powered Hand Tools, Accessories and Supply including, but not limited to, those products (or their equivalent) listed on **ATTACHMENT A – UNIT PRICES**. The product scope may include certain battery-powered tools or devices, but excludes all cordless, pneumatic and motorized tools.

WARRANTY: Contractor shall provide Manufacturer's warranty information with offer. A lifetime replacement warranty is preferred. The Contractor will ship/deliver warranty tools to County Department(s) at no charge, within 72 hours of warranty notification, which will be in writing via e-mail or fax.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

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

OFFER AGREEMENT (continued)

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

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

6. ACCEPTANCE OF GOODS AND SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

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

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

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

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

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

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

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

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date.

OFFER AGREEMENT (continued)

Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

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

The following section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined 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 (Unit Price x Discount % = Discounted Unit Price)
www.grainger.com			5% off hand tools per WIPA contract

8. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the following locations Monday through Friday (except County recognized holidays):

- a) RWRD Tres Rios Facility Warehouse, Bldg. 88, 7101 N. Casa Grande Hwy Tucson, AZ 85743, 6:30am to 3:30pm
- b) RWRD Sub-Regional Facilities, 4527 W. Walker Rd Tucson, AZ 85743, 7:00am to 3:00pm
- c) RWRD Conveyance Division, 3355 N Dodge Blvd., Tucson, AZ 85716, 7:00am to 4:30pm
- d) Fleet Services, 1291 S. Mission Rd Tucson, AZ 85713, 7:30am to 4:30pm
- e) Natural Resources Parks and Recreation, 3500 W. River Rd Tucson, AZ 85741, 7:00am to 3:30pm
- f) Facilities Management, 150 W. Congress A Level Tucson, AZ 85701, 7:30am to 4:30pm
- g) WEST 2955 W. Calle Aqua Nueva Tucson, AZ 85745, 8:30am to 4:00pm

Contractor guarantees delivery of product within five (5) working days 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. County reserves the right to add additional delivery locations at any time during the term of this agreement.

OFFER AGREEMENT (continued)**9. TAXES, FEES, EXPENSES:**

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

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 288317 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

Additional Insurance Requirements:

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

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

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

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

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

OFFER AGREEMENT (continued)

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 include the Pima County project or contract number and project description.

Verification of Coverage:

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

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

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

Approval and Modifications:

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

12. **PERFORMANCE BOND:** Not Required

13. **ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

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

Addendum #	Date	Addendum #	Date	Addendum #	Date
Addendum # 1	March 14, 2018				

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

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

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

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

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OFFER AGREEMENT (continued)

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: W.W. Grainger

BUSINESS ALSO KNOWN AS: Grainger

MAILING ADDRESS: 3415 S Dodge Blvd.

CITY/STATE/ZIP: Tucson, AZ 85713

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: Tarous Farhat / Gov. Account Manager

PHONE: 520-247-1227 FAX: N/A

CONTACT PERSON EMAIL ADDRESS: william.farhat@grainger.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: _____

CORPORATE HEADQUARTERS ADDRESS: 100 Grainger Pkwy, Lake Forest IL 60045

WEBSITE: www.grainger.com

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

SIGNATURE: [Signature] DATE: March 27, 2018

Tarous Farhat Gov. Account Manager
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-247-1227 william.farhat@grainger.com

Approved as to form:

[Signature]
Tobin Rosen, Deputy County Attorney

3/27/18
Date

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

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

2. EVALUATION:

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

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) that COUNTY determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid or Proposal document, COUNTY will determine the low or lowest bids considering the total bid amount.

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

3. AWARD NOTICE:

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of responses.

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

On-time delivery of goods and services is an essential part of 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 at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such 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 reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

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

12. SPECIFICATION CHANGES:

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

13. 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 with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the 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.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement 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 State, COUNTY and other Public Agency 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 such use. 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> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, 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.

21. 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 attendant thereto, 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 MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. 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.

22. 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.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services 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 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.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

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

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

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

29. 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 defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY has given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

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

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The parties may execute the MA 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 MA and PO, the signed proposal of Contractor and the signed acceptance of COUNTY are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons 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.

41. 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.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless 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.

44. ISRAEL BOYCOTT CERTIFICATION:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS