



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 20, 2023

* = Mandatory, information must be provided

or Procurement Director Award:

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

Group A: Purcell Tire & Rubber Company DBA Purcell Tire and Service Center (Headquarters: Potosi, MO) Primary
Southern Tire Mart, LLC (Headquarters: Columbia, MS) Secondary
Group B: Purcell Tire & Rubber Company DBA Purcell Tire and Service Center (Headquarters: Potosi, MO) Primary
Group C: American Tire Distributors, Inc. DBA ATD (Headquarters: Huntersville, NC) Primary
Southern Tire Mart, LLC (Headquarters: Columbia, MS) Secondary

***Project Title/Description:**

Various Tires

***Purpose:**

Award: Master Agreement No. MA-PO-23-167. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$800,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Fleet Services.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2000083 was conducted. Four (4) responses were received. Three (3) responses were deemed non-responsive for Group B: Heavy Duty Truck Tires and Group C: Trailers, Carts, Turf, and Farm Tires. Awards are to the lowest, responsive, and responsible bidders.

PRCUID: 477222

Attachments: Notice of Recommendation for Award and Master Agreements.

***Program Goals/Predicted Outcomes:**

To establish multiple contracts for tires, to maintain the safe operation and performance standards of County vehicles and equipment.

***Public Benefit:**

Provide County vehicles with cost-effective, quality tires while maintaining the safety and liability of the vehicles and equipment traveling on public roadways while performing their daily tasks and operations.

***Metrics Available to Measure Performance:**

The department will monitor delivery service, and billing to ensure contract compliance.

***Retroactive:**

No

TO: COB 6/02/2023
65 PAGES
VERSION #1

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: MA Department Code: PO Contract Number (i.e., 15-123): 23-167
Commencement Date: 06/20/2023 Termination Date: 06/19/2024 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 800,000.00 * [] Revenue Amount: \$ _____

*Funding Source(s) required: General Fund, Flood Control Ops, Stadium District, and Fleet Services Ops.

Funding from General Fund? [X] Yes [] No If Yes \$ 56,000.00 % 7

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

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? [] Yes [X] No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [] Yes [X] 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

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

Amount This Amendment: \$ _____

*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: Maria Julia Canizales Acting Division Manager: Troy McMaster

Department: Acting Procurement Director: Ana Wilber Telephone: 520-724-8167

Department Director Signature: Ray Ochotorena Date: 6-1-2023

Deputy County Administrator Signature: [Signature] Date: 6/2/2023

County Administrator Signature: [Signature] Date: 6/2/2023



NOTICE OF RECOMMENDATION FOR AWARD
(REVISED)

Date of Issue: May 23, 2023

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2300083 for Various Tires that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 20, 2023.

Award is recommended to the lowest, responsive and responsible bidders who will share an annual award amount of \$800,000.00 (including sales tax).

AWARDEE NAMES	American Tire Distributors DBA ATD	Purcell Tire & Rubber Company DBA Purcell Tire and Service Center	Southern Tire Mart, LLC	Watson Chevrolet, Inc.
GROUP A – Automotive, Passenger, Light Trucks, and SUVs Tires				
TOTAL BID AMOUNT GROUP A:	\$739,448.26	(P) \$426,700.90	(S) \$530,737.54	\$937,563.61
GROUP B – Heavy-Duty Truck Tires				
TOTAL BID AMOUNT GROUP B:	N/A	(P) \$265,451.20	N/A	\$490,361.09
GROUP C – Trailers, Carts, Turf and Farm Tires				
TOTAL BID AMOUNT GROUP C:	(P) \$85,802.80	N/A	(S) \$103,936.00	No Bid

(P) – Primary (1st lowest bidder)
(S) – Secondary (2nd lowest bidder)

OTHER RESPONDENTS NAMES

American Tire Distributors DBA ATD
Southern Tire Mart, LLC
Purcell Tire & Rubber Company
DBA Purcell Tire and Service Center

BID AMOUNT

Non-Responsive Group B
Non-Responsive Group B
Non-Responsive Group C

Issued by: Maria Julia Canizales, Procurement Officer

Telephone Number: 520-724-8167

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.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 23000000000000000167

MA Version: 1

Page: 8 of 13

Description: Various Tires

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
--	---

T E R M S	<p>Initiation Date: 06-20-2023 Expiration Date: 06-19-2024</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
----------------------------------	---

V E N D O R	<p>SOUTHERN TIRE MART, LLC 800 HIGHWAY 98 COLUMBIA MS 39429</p>	<p>Contact: Richard Conwill Phone: 877-786-4681 Email: richard.conwill@stmtires.com Terms: 0.00 % Days: 30</p>
--	--	---

<p>Shipping Method: Vendor Method</p> <p>Delivery Type:</p> <p>FOB: FOB Dest, Freight Prepaid</p> <p>Modification Reason This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$800,000.00 (including sales tax) and includes four (4) one-year renewal options.</p> <p>Attachment: Offer Agreement</p>
--

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



MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 9 of 13

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	(S) Group A: Firestone all season 195/65 R15 Discount 0.0000 %	EA	\$81.86			6252
2	(S) Group A: Firestone all season 205/60 R16 Discount 0.0000 %	EA	\$89.34			6258
3	(S) Group A: Firestone all season 205/65 R16 Discount 0.0000 %	EA	\$101.81			4030
4	(S) Group A: Firestone Firehawk AS 215/50 R17 Discount 0.0000 %	EA	\$102.54			1416
5	(S) Group A: Bridgestone Turanza T005A 215/55 R17 Discount 0.0000 %	EA	\$142.76			4435
6	(S) Group A: Bridgestone QTTECH 215/60 R16 Discount 0.0000 %	EA	\$115.61			62
7	(S) Group A: Firestone All Season 215/70 R15 Discount 0.0000 %	EA	\$104.36			4014
8	(S) Group A: Firestone Firehawk AS 225/45 R18 Discount 0.0000 %	EA	\$97.20			1428
9	(S) Group A: Firestone Firehawk AS 225/60 R16 Discount 0.0000 %	EA	\$98.38			6108
10	(S) Group A: Firestone all season 225/65 R17 Discount 0.0000 %	EA	\$113.91			3019
11	(S) Group A: Firestone DEST LE3 225/70 R15 Discount 0.0000 %	EA	\$118.00			5345
12	(S) Group A: Firestone Firehawk VS 235/45 R18 Discount 0.0000 %	EA	\$120.54			8240
13	(S) Group A: Firestone All season 235/55 R17 Discount 0.0000 %	EA	\$127.73			6256
14	(S) Group A: Firestone weathergrip 235/60 R17 Discount 0.0000 %	EA	\$122.40			11535
15	(S) Group A: Firestone All season 235/70 R16 Discount 0.0000 %	EA	\$122.52			3024
16	(S) Group A: Firestone DEST A/T2 235/75 R Discount 0.0000 %	EA	\$119.51			14315
17	(S) Group A: Firestone Firehawk pursuit 245/55 R18 Discount 0.0000 %	EA	\$133.39			702
18	(S) Group A: Bridgestone Dueler H/P AS 245/60 R18 Discount 0.0000 %	EA	\$171.80			1461
19	(S) Group A: Firestone DEST LE3 245/75R16 Discount 0.0000 %	EA	\$145.01			5340



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 10 of 13

Line	Description					
20	(S) Group A: Firestone All season 255/55 R20					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$136.80			3092
21	(S) Group A: Firestone Firehawk pursuit 255/60 R18					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$124.37			12114
22	(S) Group A: Firestone DEST LE3 255/70 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$127.64			5371
23	(S) Group A: Firestone Firehawk pursuit 265/60 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$126.89			11685
24	(S) Group A: Firestone DEST LE3 265/70 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$135.25			5374
25	(S) Group A: Firestone Transforce AT2 265/70 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$180.84			13868
26	(S) Group A: Firestone Transforce AT2 265/70R18-highspeed					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$188.00			188
27	(S) Group A: Firestone DEST X/T 275/60 R20					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$198.22			8383
28	(S) Group A: Bridgestone Duravis R500 HD LT225/75 R16					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$165.84			192659
29	(S) Group A: Firestone Transforce HT2 LT235/80 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$135.78			2766
30	(S) Group A: Bridgestone Duravis R238 LT235/85 R16					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$259.33			2044
31	(S) Group A: Firestone transforce HT2 LT245/70 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$131.29			2767
32	(S) Group A: Bridgestone Duravis R500 HD LT245/75 R16					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$174.27			191860
33	(S) Group A: Firestone transforce HT2 LT245/75 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$145.00			2777
34	(S) Group A: Firestone transforce AT2 LT245/75 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$153.20			184
35	(S) Group A: Firestone Destination A/T2 LT255/70 R17					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$140.00			14417
36	(S) Group A: Firestone DEST X/T LT265/65 R18					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$145.00			14689
37	(S) Group A: Firestone Transforce HT2 LT265/70 R18					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$160.49			2754
38	(S) Group A: Firestone DEST X/T LT265/70 R18					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$165.10			4386



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 11 of 13

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
44	(S) Group C: Hi-Run 205/75 R15 Discount 0.0000 %	EA	\$65.00			WD1228
45	(S) Group C: Hi-Run 205/90 R15 Discount 0.0000 %	EA	\$95.00			WD1318
46	(S) Group C: Hi-Run 225/75 R15 Discount 0.0000 %	EA	\$75.00			WD1231
47	(S) Group C: Carlisle ST235/80 R16 Discount 0.0000 %	EA	\$115.00			6H04631
48	(S) Group C: Carlisle Turf Saver 13 x 5.0 -6 Discount 0.0000 %	EA	\$27.00			5110211
49	(S) Group C: Carlisle Turf Saver 16 x 6.5-8 Discount 0.0000 %	EA	\$55.00			5114011
50	(S) Group C: Carlisle Turf Saver 16X6.50-8/4 Discount 0.0000 %	EA	\$50.00			170096512
51	(S) Group C: Carlisle Fairway Pro 18 x 8.5- 8 Discount 0.0000 %	EA	\$50.00			5189761
52	(S) Group C: Carlisle Turf Saver 18 x 9.5- 8 6 ply Discount 0.0000 %	EA	\$67.00			511082
53	(S) Group C: Carlisle Saver 18 x 9.5 -8 regular 4 ply Discount 0.0000 %	EA	\$60.00			6L05011
54	(S) Group C: Carlisle Fwy Pro Golf 18X8.50-8/4 Discount 0.0000 %	EA	\$50.00			170097363
55	(S) Group C: Carlisle Multitrac C 18X8.50-8/8 Discount 0.0000 %	EA	\$95.00			170097387
56	(S) Group C: Carlisle Turf Saver 20 x 10-10 Discount 0.0000 %	EA	\$80.00			5111161
57	(S) Group C: Carlisle Turf Trac R/S 20 x 10-8 Discount 0.0000 %	EA	\$80.00			5753411
58	(S) Group C: Carlisle Turf Trac R/S 20 x 12 -10 Discount 0.0000 %	EA	\$95.00			5753151
59	(S) Group C: Carlisle Sport Trail 20.5X8.0-10/6 Discount 0.0000 %	EA	\$70.00			1700000549
60	(S) Group C: Carlisle Turf Saver 20X10.00-10/4 Discount 0.0000 %	EA	\$80.00			170000891
61	(S) Group C: Carlisle Knobby 22 x 11-8 Discount 0.0000 %	EA	\$90.00			537050
62	(S) Group C: Carlisle Turf Trac R/S 22 x 9.5-10 Discount 0.0000 %	EA	\$90.00			5753N11



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 12 of 13

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
63	(S) Group C: Carlisle Mult Trac C/S 22.5 x 10-8 Discount 0.0000 %	EA	\$105.00		VPN	55U3C7
64	(S) Group C: Carlisle Car Turf Trac Rs 22.5X10.00-8NHS/4 Discount 0.0000 %	EA	\$105.00		VPN	170000033
65	(S) Group C: Carlisle Car Turf Trac Rs 22X9.50-10/4 Discount 0.0000 %	EA	\$90.00		VPN	170000903
66	(S) Group C: Turf Master 900 22X9.50-12 Discount 0.0000 %	EA	\$90.00		VPN	22X9.50-12
67	(S) Group C: Carlisle Turf Tac R/S 23 x 10.5 -12 Discount 0.0000 %	EA	\$90.00		VPN	5753671
68	(S) Group C: Carlisle Multi Trac 235/75R15 Discount 0.0000 %	EA	\$130.00		VPN	594353
69	(S) Group C: Mastercraft 235/75R15 Discount 0.0000 %	EA	\$95.00		VPN	235/75R15
70	(S) Group C: Carlisle Industrial Trax Lg Golf Spl 23X10.50-1 Discount 0.0000 %	EA	\$120.00		VPN	599045
71	(S) Group C: Carlisle Turf Trac R S 23X10.50-12/4 Discount 0.0000 %	EA	\$90.00		VPN	170000904
72	(S) Group C: Carlisle Multitrac 23X10.50-12/6 Discount 0.0000 %	EA	\$130.00		VPN	170338027
73	(S) Group C: Carlisle Turf Master 23X8.50-12/4 Discount 0.0000 %	EA	\$90.00		VPN	170337419
74	(S) Group C: Carlisle All Trail II ATV Utility 24X10.50-10/4 Discount 0.0000 %	EA	\$121.00		VPN	170217867
75	(S) Group C: Carlisle Car Turf Trac Rs 24X12.00-10NHS/4 Discount 0.0000 %	EA	\$110.00		VPN	5753A61
76	(S) Group C: Carlisle Car Turf Master 24X12.00-12NHS/4 Discount 0.0000 %	EA	\$105.00		VPN	170000143
77	(S) Group C: Carlisle All Trail II 24x9.5-10 Discount 0.0000 %	EA	\$90.00		VPN	24X9.5-10
78	(S) Group C: Carlisle Knobby 25 x 12-9 Discount 0.0000 %	EA	\$110.00		VPN	537081
79	(S) Group C: Carlisle HD Field Trax 25 x 13 -9 Discount 0.0000 %	EA	\$125.00		VPN	588394
80	(S) Group C: Carlisle Atv Utility 25X10.00-12/4 Discount 0.0000 %	EA	\$105.00		VPN	AT489
81	(S) Group C: Carlisle Hd Field Trx Atv Utility 22X9.50-12 Discount 0.0000 %	EA	\$130.00		VPN	170101172



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 13 of 13

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
82	(S) Group C: Carlisle At 25X8.00-12 Discount 0.0000 %	EA	\$100.00			25X8.00-12
83	(S) Group C: Carlisle Car Pavemaster Nhs 25x8.00R12/6 Discount 0.0000 %	EA	\$115.00			6P13671
84	(S) Group C: IND LUG TRAC CHIEF 900 25X8.50-14 Discount 0.0000 %	EA	\$120.00			25X8.50-14
85	(S) Group C: Carlisle Multitrac C S Lg Golf Spl Nhs 25X9.00- Discount 0.0000 %	EA	\$110.00			574368
86	(S) Group C: Carlisle Car All Trail li Atv Utility 25X9.00-1 Discount 0.0000 %	EA	\$135.00			560443
87	(S) Group C: Carlisle Multi Trac C/S 26 x 12-12 Discount 0.0000 %	EA	\$125.00			5753611
88	(S) Group C: Carlisle Multi Trac C/S 26 x14 -12 Discount 0.0000 %	EA	\$150.00			5743W7
89	(S) Group C: Carlisle Ultra Trac 26.5 x 14 -12 Discount 0.0000 %	EA	\$200.00			529386
90	(S) Group C: Carlisle Car Multi Trac C S 26X12.00-12NHS/6 Discount 0.0000 %	EA	\$150.00			5743771
91	(S) Group C: Carlisle Multi Trac C/S 29x 12.5- 15 Discount 0.0000 %	EA	\$230.00			560454
92	(S) Group C: Premium 4.1 x 3.5 -4 Discount 0.0000 %	EA	\$15.00			KT-603-05
93	(S) Group C: Cheng Shin 4.8 -8 Discount 0.0000 %	EA	\$65.00			C-824-13
94	(S) Group C: Carlisle Usa trail 5.7x 8 Discount 0.0000 %	EA	\$45.00			215372
95	(S) Group C: Carlisle Turf Tamer AT25x12.00-9 Discount 0.0000 %	EA	\$120.00			AT25X12.00-9
96	(S) Group C: Carlisle sure trail ST. ST165 x80D 13 Discount 0.0000 %	EA	\$65.00			A78-13ST
97	(S) Group C: Hi-Run LQ229 ST175 x 80 D 13 Discount 0.0000 %	EA	\$45.00			WD1018
98	(S) Group C: HER Power ST2 ST Trailer ST175/80R13/6 91/87L Discount 0.0000 %	EA	\$65.00			156001805
99	(S) Group C: STC HI-Run HWY JK42 ST Trailer ST205/75R14/6 1 Discount 0.0000 %	EA	\$65.00			75000268
100	Free Form line for items not listed but within scope of work Discount 0.0000 %	UOM	\$0.00			MPN

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with various tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order tire(s) from the Contractors on the contract offering the best value to County. Should that Contractor be unable to provide the tire(s) at the time requested, County will order the tire(s) from another Contractor available on the contract. It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary and secondary Contractor if available, meeting all specifications, terms, and conditions. Contractor may bid on one (1) or all groups if desired.

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

- Group A: Automotive, Passenger, Light Trucks, and SUVs Tires
- Group B: Heavy-Duty Truck Tires
- Group C: Trailers, Carts, Turf and Farm Tires

2. CONTRACT TERM, RENEWALS, EXTENSIONS, and REVISIONS

The MA 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 MA 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 has been in the business of selling various tires for a minimum of three (3) consecutive years including the current year. Include one (1) copy of licenses/documents with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility for delivery and pick-ups within the Tucson Metropolitan area. Provide local facility address: <u>4310 S Santa Rita Ave, Tucson, AZ 485714</u> _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

Contractor must provide tires for various County vehicles, automotive passengers, Light trucks, SUVs, medium/heavy trucks, off-road, heavy equipment, carts, turf, and farm equipment.

4.1. General Specifications:

4.1.1. Contractor must provide new and unused (retread and recaps are not allowed) tire(s). Tire(s) must not exceed the tire manufacture date of the Department of Transportation (DOT) 4-digit serial number (the first 2 number represents weeks of the month; the last two (2) numbers represent the year). As an example, 2022 is the 20th week of the year 2022. Exceptions may be made with the mutual agreement prior to delivery with County and Contractor.

- 4.1.2. Contractor will provide various tire(s) listed in Attachment A: Pricing Page for Tires (3 pages), and upon County's request, the following documentation must be provided:
- DOT grade for tread
 - Temperature
 - Traction and speed rating
 - Tire identification number on the side wall of the tire
 - **Casing Credit for Over the Road (O.T.R) tire**
- 4.1.3. County will contact Contractor by email to place an order. Orders for the in-stock tire(s) must be acknowledged within two (2) hours from the request. Contractor must deliver tire(s) within two (2) hours of the acknowledgment of the order. Orders for out-of-stock tire(s) must be delivered within twenty-four (24) hours of the acknowledgment of the order. If the Contractor cannot deliver or fill the order within the timeframe, Contractor must contact County. County reserve the right to pick up tire(s) at Contractor's location.
- 4.1.4. Contractor must replace defective tire(s) at no cost to County. County will notify Contractor of the defective tire(s) at a mutually acceptable time. County and Contractor will meet to review the defective tire(s). Contractor will provide County with a determination if the tire(s) is defective and need to be replaced within seventy-two hours (72) of meeting with County.
- 4.1.5. County reserves the right to return obsolete, unused tire(s) with no restocking fee within twelve (12) months from the date of purchase. Proof of purchase will be attempted but shall not be required. A full refund (credit) shall be issued within thirty (30) days of receipt of the tire(s).
- 4.1.6. **Contractor must provide a detailed invoice, identification of the tire or product, quantity, pricing, and applicable sales tax. Tire disposal fee not covered by Arizona revised statute 44-1302 may be included in the cost of the tire price.**
- 4.1.7. **Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, or shop/environmental fees unless it is an Arizona State or Federal mandate.**
- 4.1.8. Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, shop/environment fees, etc.
- 4.1.9. Contractor must quote unit prices for the in-stock tire(s) Free on Board (FOB) destination upon County's request and approval of expedited freight for the non-stocked tire(s).

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 MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract 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 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.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

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.

See Attachment A: Pricing Page for Tires

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 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 vendor'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
batogovtires.com	Online	updated daily	See attached.

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 DO or DOM 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 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 DO or DOM document.

All Invoice documents will reference County's DO or DOM 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 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).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor 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 <http://www.pima.gov/procure/venreg.htm>.

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 DO or DOM document.

Delivery locations but not limited to the following:

Deliveries to be made Monday through Friday between the hours of 6:00 AM – 5:00 PM excluding County observed holidays unless otherwise listed below.

Pima County Fleet Services
1291 S. Mission Road
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
4700 S. Houghton Road
Tucson, AZ 85730
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
3355 N. Dodge Blvd.
Tucson, AZ 85716
Monday through Friday 7:00 AM- 2:00 PM

Kino Sports Park
2500 E. Ajo Way
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Natural Resources, Parks and Recreation
5955 N. Camino de la Tierra
Tucson, Z 85741
Monday through Friday 7:00 AM- 3:00 PM Winter Hours (Mid-October – Mid-March)
Monday through Friday 6:00 AM- 2:00 PM Summer Hours (Mid-March – Mid-October)

Contractor guarantees delivery of in-stock tire(s) less than two (2) hours and out-of-stock tire(s) less than twenty-four (24) hours after the issue date of the order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize the 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. IFB-PO-2300083 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, Technology E&O, Network Security & Privacy Liability 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, Workers' Compensation and Technology E&O 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. PERFORMANCE BOND Not applicable to this contract.

15. 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
NO.1	4/14/2023				

16. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Southern Tire Mart LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 800 HWY 98

CITY/STATE/ZIP: Columbia, MS 39429

REMIT TO ADDRESS: Dept. 143, PO Box 1000

CITY/STATE/ZIP: Memphis, TN 38148-0143

CONTACT PERSON NAME/TITLE: Richard Conwill

PHONE: 877-786-4681

FAX: 601-651-0655

CONTACT PERSON EMAIL ADDRESS: gov-sales@stmtires.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: strm602@stmtires.com

CORPORATE HEADQUARTERS ADDRESS: 800 HWY 98 Columbia, MS 39429

WEBSITE: stmtires.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 a MA 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: 5/1/2023

Richard Conwill, Director of Government Sales.

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 877-786-4681 & gov-sales@stmtires.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 MA or Purchase Order ("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 a MA, 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 Proposer 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 MA, 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 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.

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 MA, 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 MA, PO, Delivery Order, DOM 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: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, 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 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.

27. 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.

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 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.

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. § 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. 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

Attachment A: Pricing Page for Tires (3 Pages)
UNIT PRICES (Net 30-day Payment Terms)

Item #	Item Name Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group A: Automotive, Passenger, Light Trucks and SUV's Tires									
1	19S/65 R15	Goodyear	407477374	Firestone All season	6252	47	ea	\$81.96	\$3,847.42
2	20S/60 R15	Goodyear	407212374	Firestone All season	6258	96	ea	\$89.34	\$8,576.64
3	20S/65 R16	Goodyear	407780374	Firestone All season	4030	67	ea	\$101.81	\$6,821.27
4	21S/60 R17	Michelin	33539	Firestone Firehawk AS	1416	43	ea	\$102.54	\$4,409.22
5	21S/55 R17	Goodyear	110340545	Bridgestone Turanza T005A	4435	22	ea	\$142.76	\$3,140.72
6	21S/60 R16	Goodyear	110571545	Bridgestone QTTECH	62	20	ea	\$115.61	\$2,312.20
7	21S/70 R15	Goodyear	4014	Firestone All season	4014	30	ea	\$104.38	\$3,130.80
8	22S/45 R18	Goodyear	732646500	Firestone Firehawk AS	1428	25	ea	\$97.20	\$2,430.00
9	22S/60 R16	Goodyear	732354500	Firestone Firehawk AS	6108	51	ea	\$98.38	\$5,017.38
10	22S/65 R17	Goodyear	787517537	Firestone All season	3019	30	ea	\$113.91	\$3,417.30
11	22S/70 R15	Goodyear	183482418	Firestone DEST LE3	5345	70	ea	\$118.00	\$8,260.00
12	23S/45 R18	Goodyear	706039163	Firestone Firehawk VS	8240	65	ea	\$120.54	\$7,835.10
13	23S/55 R17	Goodyear	407599374	Firestone All season	6256	12	ea	\$127.73	\$1,532.76
14	23S/60 R17	Firestone	F011535	Firestone wealhergrip	11535	30	ea	\$122.40	\$3,672.00
15	23S/70 R18	Goodyear	157043622	Firestone All season	3024	60	ea	\$122.52	\$7,351.20
16	23S/75 R17	Firestone	14315	Firestone DEST A/T2	14315	325	ea	\$119.51	\$38,840.75
17	24S/55 R18	Goodyear	732026500	Firestone Firehawk pursuit	702	300	ea	\$133.39	\$40,017.00
18	24S/60 R18	Goodyear	110819545	Bridgestone Dueler H/P AS	1481	560	ea	\$171.80	\$94,490.00
19	24S/75R18	111T Iron All Country A/T	153000602	Firestone DEST LE3	5340	214	ea	\$145.01	\$31,032.14
20	25S/55 R20	Michelin	M92446	Firestone All season	3092	250	ea	\$136.80	\$34,200.00
21	25S/60 R18	Goodyear	732065633	Firestone Firehawk pursuit	12114	250	ea	\$124.37	\$31,092.50
22	25S/70 R17	Hankook	1011346	Firestone DEST LE3	5371	82	ea	\$127.64	\$7,913.68
23	26S/60 R17	Goodyear	732523500	Firestone Firehawk pursuit	11685	100	ea	\$126.89	\$12,689.00
24	26S/70 R17	Goodyear	157042620	Firestone DEST LE3	5374	54	ea	\$135.25	\$7,303.50
25	26S/70 R17	BFG	29868	Firestone Transforce AT2	13868	100	ea	\$180.84	\$18,084.00
26	26S/70R18-High Speed	BFG	108028861	Firestone Transforce AT2	188	84	ea	\$188.00	\$12,032.00
27	27S/60 R20	BFG	84811	Firestone DEST X/T	8383	100	ea	\$198.22	\$19,822.00
28	LT22S/75 R16	Bridgestone Duravis	192859	Bridgestone Duravis R500 HC	192659	100	ea	\$165.84	\$16,584.00
29	LT23S/80 R17	Hankook	2001835	Firestone Transforce HT2	2766	60	ea	\$135.78	\$8,146.80
30	LT23S/85 R16	Goodyear	139229099	Bridgestone Duravis R238	2044	20	ea	\$258.33	\$5,166.60
31	LT24S/70 R17	Firestone	2767	Firestone transforce HT2	2767	15	ea	\$131.29	\$1,969.35
32	LT24S/75 R16	Bridgestone Duravis	191860	Bridgestone Duravis R500 HC	191860	50	ea	\$174.27	\$8,713.50
33	LT24S/75 R17	Firestone	2777	Firestone Transforce HT2	2777	33	ea	\$145.00	\$4,785.00
34	LT24S/75 R17	BFG	26470	Firestone Transforce AT2	184	36	ea	\$153.20	\$5,515.20
35	LT25S/70 R17	BFG	37495	Firestone Destination A/T2	14417	50	ea	\$140.00	\$7,000.00
36	LT26S/65 R18	BFG	5260	Firestone DEST X/T	14689	59	ea	\$145.00	\$8,555.00
37	LT26S/70 R18	Firestone	2754	Firestone Transforce HT2	2754	49	ea	\$160.49	\$7,864.01
38	LT26S/70 R18	BFG	40855	Firestone DEST X/T	4386	226	ea	\$165.10	\$37,147.50
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.							Group A Total Bid Amount		\$539,737.54

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

Item #	Item Name <small>Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications</small>	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group B: Heavy Duty Truck Tires									
39	11R22.5 CON	Goodyear	138179674	Firestone FS560+	158558	200	ea	\$390.00	\$78,000.00
40	11R22.5 TRACT	Goodyear	138307868	Firestone FD663	211206	200	ea	\$375.00	\$75,000.00
41	225/70 R19.5 CON	Goodyear	139005674	Firestone FS561	248426	50	ea	\$280.00	\$14,500.00
42	225/70 R19.5 TRACT	Goodyear	139755205	Firestone Transforce AT2	4166	50	ea	\$297.00	\$14,850.00
43	315/80 R22.5	Goodyear	756141613	Bridgestone M870	249038	31	ea	\$586.00	\$18,445.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.							Group B Total Bid Amount		\$200,795.00

Item #	Item Name <small>Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications</small>	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group C: Trailers, Carts, Turf and Farm Tires									
44	205/75 R15	Hi-Run	WD1228	Hi-Run	WD1228	120	ea	\$65.00	\$7,800.00
45	205/90 R15	Hi-Run	WD1318	Hi-Run	WD1318	20	ea	\$95.00	\$1,900.00
46	225/75 R15	Hi-Run	WD1231	Hi-Run	WD1231	140	ea	\$75.00	\$10,500.00
47	ST235/80 R16	Carlisle	6H04631	Carlisle	6H04631	100	ea	\$115.00	\$11,500.00
48	13 x 5.0-8	Carlisle Turf Saver	5110211	Carlisle Turf Saver	5110211	4	ea	\$27.00	\$108.00
49	16 x 6.5-8	Carlisle Turf Saver	5114011	Carlisle Turf Saver	5114011	8	ea	\$55.00	\$440.00
50	16X8.50-8/4	Carlisle Turf Saver	170096512	Carlisle Turf Saver	170096512	10	ea	\$50.00	\$500.00
51	18 x 8.5-8	Carlisle Fairway Pro	5189761	Carlisle Fairway Pro	5189761	8	ea	\$50.00	\$400.00
52	18 x 9.5-8 6 ply	Carlisle Turf Saver	511082	Carlisle Turf Saver	511082	4	ea	\$67.00	\$268.00
53	18 x 9.5-8 regular 4 ply	Carlisle Saver	6L05011	Carlisle Saver	6L05011	4	ea	\$60.00	\$240.00
54	18.5x 8.5-8	Achelva Innova Driver	16588018-8	Achelva Innova Driver	16588018-8	8	ea	\$0.00	\$0.00
55	18X8.50-8/4	Carlisle Fwy Pro Golf	170097363	Carlisle Fwy Pro Golf	170097363	20	ea	\$50.00	\$1,000.00
56	18X8.50-8/5	Carlisle Multitrac C	170097387	Carlisle Multitrac C	170097387	20	ea	\$95.00	\$1,900.00
57	20 x 10-10	Carlisle Turf Saver	5111161	Carlisle Turf Saver	5111161	8	ea	\$80.00	\$640.00
58	20 x 10-8	Carlisle Turf Trac R/S	5753411	Carlisle Turf Trac R/S	5753411	4	ea	\$80.00	\$320.00
59	20 x 12-10	Carlisle Turf Trac R/S	5753151	Carlisle Turf Trac R/S	5753151	8	ea	\$95.00	\$760.00
60	20.5X8-10/6	Carlisle Sport Trail	170000549	Carlisle Sport Trail	170000549	20	ea	\$70.00	\$1,400.00
61	20X10.00-10/4	Carlisle Turf Saver	170000891	Carlisle Turf Saver	170000891	20	ea	\$80.00	\$1,600.00
62	20X10.00-8/4	Carlisle Turf Mate	170097917	Carlisle Turf Mate	170097917	20	ea	\$0.00	\$0.00
63	20x9.00-12	Kenda	20x9.00-12	Kenda	20x9.00-12	20	ea	\$0.00	\$0.00
64	22 x 11-8	Carlisle Knobby	537050	Carlisle Knobby	537050	2	ea	\$90.00	\$180.00
65	22 x 9.5-10	Carlisle Turf Trac R/S	5753N11	Carlisle Turf Trac R/S	5753N11	8	ea	\$90.00	\$720.00
66	22.5 x 10-8	Carlisle Multi Trac C/S	55U3C7	Carlisle Multi Trac C/S	55U3C7	8	ea	\$105.00	\$840.00
67	22.5X10.00-8NH8/4	Carlisle Car Turf Trac R/S	170000033	Carlisle Car Turf Trac R/S	170000033	20	ea	\$105.00	\$2,100.00
68	22X9.50-10/4	Carlisle Turf Trac R S	170000903	Carlisle Turf Trac R S	170000903	20	ea	\$90.00	\$1,800.00
69	22X9.50-12	TURF MASTER 900	22X9.50-12	TURF MASTER 900	22X9.50-12	10	ea	\$90.00	\$900.00
70	23 x 10.5-12	Carlisle Turf Trac R/S	5753671	Carlisle Turf Trac R/S	5753671	8	ea	\$90.00	\$720.00
71	23 x 10.5-12 6 ply	Carlisle Multi Trac C/S	594353	Carlisle Multi Trac C/S	594353	4	ea	\$190.00	\$760.00
72	235/75R15	Mastercraft	235/75R15	Mastercraft	235/75R15	10	ea	\$95.00	\$950.00
73	23X10.50-12/4	Carlisle Industrial Trax Lg Golf Spl	599045	Carlisle Industrial Trax Lg Go	599045	50	ea	\$120.00	\$6,000.00
74	23X10.50-12/4	Carlisle Turf Trac R S	170000904	Carlisle Turf Trac R S	170000904	20	ea	\$90.00	\$1,800.00
75	23X10.50-12/6	Carlisle Multitrac	170338027	Carlisle Multitrac	170338027	20	ea	\$130.00	\$2,600.00

Attachment A: Pricing Page for Tires (continued)

UNIT PRICES (Net 30-day Payment Terms)

Item #	Item Name <small>Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications</small>	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group C: Trailer, Carts, Turf, and Farm Tires (continued)									

76	23X8.50-12/4	Carlisle Turf Master	170337419	Carlisle Turf Master	170337419	20	ea	\$90.00	\$1,800.00
77	24X10.50-10/4	Carlisle All Trail II Atv Utility	170217867	Carlisle All Trail LI ATV Utility	170217867	20	ea	\$121.00	\$2,420.00
78	24x10-10	Carlisle All Trail II	24X10-10	NO BID		20	ea	\$0.00	\$0.00
79	24X12.00-10NHS/4	Carlisle Car Turf Trac Rs	5753A61	Carlisle Car Turf Trac RS	5753A61	30	ea	\$110.00	\$3,300.00
80	24X12.00-12NHS/4	Carlisle Car Turf Master	170000143	Carlisle Car Turf Master	170000143	20	ea	\$105.00	\$2,100.00
81	24x9.5-10	Carlisle All Trail II	24X9.5-10	Carlisle All Trail II	24X9.5-10	20	ea	\$90.00	\$1,800.00
82	25 x 12-9	Carlisle Knobby	537081	Carlisle Knobby	537081	6	ea	\$110.00	\$660.00
83	25 x 13 -9	Carlisle HD Field Trax	588394	Carlisle HD Field Trax	588394	6	ea	\$125.00	\$750.00
84	25/8.5-14	GALX MARTH	25/8.5-14	NO BID	25/8.5-14	10	ea	\$0.00	\$0.00
85	25X10.00-12/4	Carlisle At Atv Utility	AT489	Carlisle At Atv Utility	AT489	20	ea	\$105.00	\$2,100.00
86	25X13.00-9/3*	Carlisle Hd Field Trx Atv Utility	170101172	Carlisle Hd Field Trx Atv Utility	170101172	10	ea	\$130.00	\$1,300.00
87	25X8.00-12	Carlisle At	25X8.00-12	Carlisle At	25X8.00-12	10	ea	\$100.00	\$1,000.00
88	25x8.00R12/6	Carlisle Car Pavemaster Nhs	6P13671	Carlisle Car Pavemaster Nhs	6P13671	30	ea	\$115.00	\$3,450.00
89	25X8.50-14	IND LUG TRAC CHIEF 900	25X8.50-14	IND LUG TRAC CHIEF 900	25X8.50-14	10	ea	\$120.00	\$1,200.00
90	25X9.00-12/4	Carlisle Multitrac C S Lg Golf Spl Nhs	574368	Carlisle Multitrac C S Lg Golf Spl	574368	30	ea	\$110.00	\$3,300.00
91	25X9.00-12NHS/4	Carlisle Car All Trail II Atv Utility	560443	Carlisle Car All Trail II Atv Utility	560443	30	ea	\$135.00	\$4,050.00
92	26 x 12-12	Carlisle Multi Trac C/S	5753611	Carlisle Multi Trac C/S	5753611	8	ea	\$125.00	\$1,000.00
93	26 x14 -12	Carlisle Multi Trac C/S	5743W7	Carlisle Multi Trac C/S	5743W7	8	ea	\$150.00	\$1,200.00
94	26.5 x 14 -12	Carlisle Ultra Trac	529386	Carlisle Ultra Trac	529386	6	ea	\$200.00	\$1,200.00
95	26X12.00-12NHS/6	Carlisle Car Multi Trac C S	5743771	Carlisle Car Multi Trac C S	5743771	30	ea	\$150.00	\$4,500.00
96	29x 12.5- 15	Carlisle Multi Trac C/S	560454	Carlisle Multi Trac C/S	560454	4	ea	\$230.00	\$920.00
97	4.1 x 3.5 -4	Premium	KT-603-05	Premium	KT-603-05	4	ea	\$15.00	\$60.00
98	4.8 -8	Cheng Shin tire	C-824-13	Cheng Shin tire	C-824-13	8	ea	\$65.00	\$520.00
99	5.7x 8	Carlisle Usa trail	215372	Carlisle Usa trail	215372	8	ea	\$45.00	\$360.00
100	9x 3.5-4	Cheng Shin tire	C-203-13	NO BID	C-203-13	4	ea	\$0.00	\$0.00
101	AT25x12.00-9	Carlisle Turf Tamer	AT25x12.00-9	Carlisle Turf Tamer	AT25x12.00-9	20	ea	\$120.00	\$2,400.00
102	ST166 x80D 13	Carlisle sure trail ST.	A78-13ST	Carlisle sure trail ST.	A78-13ST	4	ea	\$65.00	\$260.00
103	ST175 x 80 D 13	Hi-Run LQ229	WD1018	Hi-Run LQ229	WD1018	4	ea	\$45.00	\$180.00
104	ST175/80R13/6 91/87L	HER Power ST2 ST Trailer	156001805	HER Power ST2 ST Trailer	156001805	10	ea	\$65.00	\$650.00
105	ST205/75R14/6 100/96L	STC Hi-Run HWY JK42 ST Trailer	75000268	C Hi-Run HWY JK42 ST Tra	75000268	10	ea	\$65.00	\$650.00
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.								Group C Total Bid Amount	\$103,936.00



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 5 of 13

Description: Various Tires

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
--	---

T E R M S	<p>Initiation Date: 06-20-2023 Expiration Date: 06-19-2024</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NTE Amount: Used Amount: \$0.00</p> </div>
----------------------------------	---

V E N D O R	<p>Purcell Tire & Rubber Company DBA: Purcell Tire and Service Center 1515 E Ajo Way Tucson AZ 85713</p>	<p>Contact: Mark Laster Phone: 520-623-5766 Email: mark.laster@purcelltire.com Terms: 0.00 % Days: 30</p>
--	--	--

<p>Shipping Method: Vendor Method</p> <p>Delivery Type:</p> <p>FOB: FOB Dest, Freight Prepaid</p> <p>Modification Reason This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$800,000.00 (including sales tax) and includes four (4) one-year renewal options.</p> <p>Attachment: Offer Agreement</p>
--

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



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 6 of 13

Line	Description					
1	(P) Group A: Goodyear 195/65 R15 Discount 0.0000 %	UOM EA	Unit Price \$71.72	Stock Code	VPN	MPN 407477374
2	(P) Group A: Goodyear 205/60 R16 Discount 0.0000 %	UOM EA	Unit Price \$81.50	Stock Code	VPN	MPN 407212374
3	(P) Group A: Goodyear 205/65 R16 Discount 0.0000 %	UOM EA	Unit Price \$83.55	Stock Code	VPN	MPN 407780374
4	(P) Group A: Goodyear 215/50 R17 Discount 0.0000 %	UOM EA	Unit Price \$104.15	Stock Code	VPN	MPN 407790374
5	(P) Group A: Goodyear 215/55 R17 Discount 0.0000 %	UOM EA	Unit Price \$112.90	Stock Code	VPN	MPN 110340545
6	(P) Group A: Goodyear 215/60 R16 Discount 0.0000 %	UOM EA	Unit Price \$89.84	Stock Code	VPN	MPN 110571545
7	(P) Group A: Goodyear 225/45 R18 Discount 0.0000 %	UOM EA	Unit Price \$103.54	Stock Code	VPN	MPN 732646500
8	(P) Group A: Goodyear 225/60 R16 Discount 0.0000 %	UOM EA	Unit Price \$108.10	Stock Code	VPN	MPN 732354500
9	(P) Group A: Goodyear 225/65 R17 Discount 0.0000 %	UOM EA	Unit Price \$131.89	Stock Code	VPN	MPN 767517537
10	(P) Group A: Goodyear 225/70 R15 Discount 0.0000 %	UOM EA	Unit Price \$112.40	Stock Code	VPN	MPN 183482418
11	(P) Group A: Goodyear 235/45 R18 Discount 0.0000 %	UOM EA	Unit Price \$105.20	Stock Code	VPN	MPN 706038163
12	(P) Group A: Goodyear 235/55 R17 Discount 0.0000 %	UOM EA	Unit Price \$102.00	Stock Code	VPN	MPN 407599374
13	(P) Group A: Goodyear 235/60 R17 Discount 0.0000 %	UOM EA	Unit Price \$107.08	Stock Code	VPN	MPN 407323374
14	(P) Group A: Goodyear 235/70 R16 Discount 0.0000 %	UOM EA	Unit Price \$111.83	Stock Code	VPN	MPN 116086632
15	(P) Group A: Goodyear 235/75 R17 Discount 0.0000 %	UOM EA	Unit Price \$131.92	Stock Code	VPN	MPN 758089572
16	(P) Group A: Goodyear 245/55 R18 Discount 0.0000 %	UOM EA	Unit Price \$135.36	Stock Code	VPN	MPN 732026500
17	(P) Group A: Goodyear 245/60 R18 Discount 0.0000 %	UOM EA	Unit Price \$143.90	Stock Code	VPN	MPN 110819545
18	(P) Group A: Goodyear 245/75R16 Discount 0.0000 %	UOM EA	Unit Price \$142.67	Stock Code	VPN	MPN 480042856
19	(P) Group A: Goodyear 255/55 R20 Discount 0.0000 %	UOM EA	Unit Price \$135.20	Stock Code	VPN	MPN 407006374



MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 7 of 13

Line	Description					
20	(P) Group A: Goodyear 255/60 R18 Discount 0.0000 %	UOM EA	Unit Price \$130.95	Stock Code	VPN	MPN 732005563
21	(P) Group A: Goodyear 265/60 R17 Discount 0.0000 %	UOM EA	Unit Price \$131.00	Stock Code	VPN	MPN 732523500
22	(P) Group A: Goodyear 265/70 R17 Discount 0.0000 %	UOM EA	Unit Price \$135.03	Stock Code	VPN	MPN 157042620
23	(P) Group A: Goodyear 265/70 R17 Discount 0.0000 %	UOM EA	Unit Price \$130.80	Stock Code	VPN	MPN 116007651
24	(P) Group A: BFG 265/70R18-High Speed Discount 0.0000 %	UOM EA	Unit Price \$202.64	Stock Code	VPN	MPN 108028861
25	(P) Group A: Goodyear LT225/75 R16 Discount 0.0000 %	UOM EA	Unit Price \$126.10	Stock Code	VPN	MPN 131748875
26	(P) Group A: Goodyear LT235/80 R17 Discount 0.0000 %	UOM EA	Unit Price \$141.00	Stock Code	VPN	MPN 131635875
27	(P) Group A: Goodyear LT235/85 R16 Discount 0.0000 %	UOM EA	Unit Price \$319.60	Stock Code	VPN	MPN 139229099
28	(P) Group A: Goodyear LT245/70 R17 Discount 0.0000 %	UOM EA	Unit Price \$138.00	Stock Code	VPN	MPN 131469875
29	(P) Group A: Goodyear LT245/75 R16 Discount 0.0000 %	UOM EA	Unit Price \$121.00	Stock Code	VPN	MPN 131747875
30	(P) Group A: Goodyear LT245/75 R17 Discount 0.0000 %	UOM EA	Unit Price \$151.00	Stock Code	VPN	MPN 131636875
31	(P) Group A: Goodyear LT255/70 R17 Discount 0.0000 %	UOM EA	Unit Price \$152.58	Stock Code	VPN	MPN 480067856
32	(P) Group A: Goodyear LT265/70 R18 Discount 0.0000 %	UOM EA	Unit Price \$181.80	Stock Code	VPN	MPN 481014856
33	(P) Group B: Goodyear 11R22.5 CON Discount 0.0000 %	UOM EA	Unit Price \$528.92	Stock Code	VPN	MPN 138179674
34	(P) Group B: Goodyear 11R22.5 TRACT Discount 0.0000 %	UOM EA	Unit Price \$560.80	Stock Code	VPN	MPN 138307668
35	(P) Group B: Goodyear 225170 R19.5 CON Discount 0.0000 %	UOM EA	Unit Price \$361.20	Stock Code	VPN	MPN 139005674
36	(P) Group B: Goodyear 225170 R19.5 TRACT Discount 0.0000 %	UOM EA	Unit Price \$287.50	Stock Code	VPN	MPN 139755205
37	(P) Group B: Goodyear 315/80 R22.5 Discount 0.0000 %	UOM EA	Unit Price \$486.20	Stock Code	VPN	MPN 756141613
38	Free Form line for items not listed but within scope of work Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN

OFFER AGREEMENT**1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with various tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order tire(s) from the Contractors on the contract offering the best value to County. Should that Contractor be unable to provide the tire(s) at the time requested, County will order the tire(s) from another Contractor available on the contract. It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary and secondary Contractor if available, meeting all specifications, terms, and conditions. Contractor may bid on one (1) or all groups if desired.

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

Group A: Automotive, Passenger, Light Trucks, and SUVs Tires

Group B: Heavy-Duty Truck Tires

Group C: Trailers, Carts, Turf and Farm Tires

2. CONTRACT TERM, RENEWALS, EXTENSIONS, and REVISIONS

The MA 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 MA 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 has been in the business of selling various tires for a minimum of three (3) consecutive years including the current year. Include one (1) copy of licenses/documents with the Offer Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility for delivery and pick-ups within the Tucson Metropolitan area. Provide local facility address: _____ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

Contractor must provide tires for various County vehicles, automotive passengers, Light trucks, SUVs, medium/heavy trucks, off-road, heavy equipment, carts, turf, and farm equipment.

4.1. General Specifications:

- 4.1.1. **Contractor must provide new and unused (retread and recaps are not allowed) tire(s). Tire(s) must not exceed the tire manufacture date of the Department of Transportation (DOT) 4-digit serial number (the first 2 number represents weeks of the month; the last two (2) numbers represent the year). As an example, 2022 is the 20th week of the year 2022. Exceptions may be made with the mutual agreement prior to delivery with County and Contractor.**

- 4.1.2. Contractor will provide various tire(s) listed in Attachment A: Pricing Page for Tires (3 pages), and upon County's request, the following documentation must be provided:
- DOT grade for tread
 - Temperature
 - Traction and speed rating
 - Tire identification number on the side wall of the tire
 - **Casing Credit for Over the Road (O.T.R) tire**
- 4.1.3. County will contact Contractor by email to place an order. Orders for the in-stock tire(s) must be acknowledged within two (2) hours from the request. Contractor must deliver tire(s) within two (2) hours of the acknowledgment of the order. Orders for out-of-stock tire(s) must be delivered within twenty-four (24) hours of the acknowledgment of the order. If the Contractor cannot deliver or fill the order within the timeframe, Contractor must contact County. County reserve the right to pick up tire(s) at Contractor's location.
- 4.1.4. Contractor must replace defective tire(s) at no cost to County. County will notify Contractor of the defective tire(s) at a mutually acceptable time. County and Contractor will meet to review the defective tire(s). Contractor will provide County with a determination if the tire(s) is defective and need to be replaced within seventy-two hours (72) of meeting with County.
- 4.1.5. County reserves the right to return obsolete, unused tire(s) with no restocking fee within twelve (12) months from the date of purchase. Proof of purchase will be attempted but shall not be required. A full refund (credit) shall be issued within thirty (30) days of receipt of the tire(s).
- 4.1.6. **Contractor must provide a detailed invoice, identification of the tire or product, quantity, pricing, and applicable sales tax. Tire disposal fee not covered by Arizona revised statute 44-1302 may be included in the cost of the tire price.**
- 4.1.7. **Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, or shop/environmental fees unless it is an Arizona State or Federal mandate.**
- 4.1.8. Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, shop/environment fees, etc.
- 4.1.9. Contractor must quote unit prices for the in-stock tire(s) Free on Board (FOB) destination upon County's request and approval of expedited freight for the non-stocked tire(s).

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 MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract 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 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.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

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.

See Attachment A: Pricing Page for Tires

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 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 vendor'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. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$. 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 DO or DOM 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: _____ % if payment tendered within _____ 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 DO or DOM document.

All Invoice documents will reference County's DO or DOM 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 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).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor 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 <http://www.pima.gov/procure/venreg.htm>.

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 DO or DOM document.

Delivery locations but not limited to the following:

Deliveries to be made Monday through Friday between the hours of 6:00 AM – 5:00 PM excluding County observed holidays unless otherwise listed below.

Pima County Fleet Services
1291 S. Mission Road
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
4700 S. Houghton Road
Tucson, AZ 85730
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
3355 N. Dodge Blvd.
Tucson, AZ 85716
Monday through Friday 7:00 AM- 2:00 PM

Kino Sports Park
2500 E. Ajo Way
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Natural Resources, Parks and Recreation
5955 N. Camino de la Tierra
Tucson, Z 85741
Monday through Friday 7:00 AM- 3:00 PM Winter Hours (Mid-October – Mid-March)
Monday through Friday 6:00 AM- 2:00 PM Summer Hours (Mid-March – Mid-October)

Contractor guarantees delivery of in-stock tire(s) less than two (2) hours and out-of-stock tire(s) less than twenty-four (24) hours after the issue date of the order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize the 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. IFB-PO-2300083 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, and Privacy Liability 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, Workers' Compensation 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. PERFORMANCE BOND Not applicable to this contract.**15. 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

16. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

17. BID/OFFER CERTIFICATION

Purcell Tire & Rubber Company

CONTRACTOR LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: Purcell Tire and Service CenterMAILING ADDRESS: 1515 E Ajo WayCITY/STATE/ZIP: Tucson, Arizona 85713REMIT TO ADDRESS: PO BOX 503649CITY/STATE/ZIP: St. Louis, MO 63150-3649CONTACT PERSON NAME/TITLE: Mark Laster, General ManagerPHONE: (520) 623-5766 FAX: N/ACONTACT PERSON EMAIL ADDRESS: mark.laster@purcelltire.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: mark.laster@purcelltire.comCORPORATE HEADQUARTERS ADDRESS: 301 N Hall Street, Potosi, MO 63664WEBSITE: www.purcelltire.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 a MA 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: May 01, 2023

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

PHONE AND EMAIL: (520) 623-5766 mark.laster@purcelltire.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 MA or Purchase Order ("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 a MA, 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 Proposer 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 MA, 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 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.

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 MA, 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 MA, PO, Delivery Order, DOM 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: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, 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 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.

27. 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.

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 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.

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. § 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. 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

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

Item#	Item Name Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacture	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price\$	Extended Amount \$
Group B: Heavy Duty Truck Tires									
39	11R22.5 CON	Goodyear	138179674			200	ea	\$ 528.92	\$ 105,784.00
40	11R22.5 TRACT	Goodyear	138307668			200	ea	\$ 560.80	\$ 112,160.00
41	225170 R19.5 CON	Goodyear	139005674			50	ea	\$ 361.20	\$ 18,060.00
42	225170 R19.5 TRACT	Goodyear	139755205			50	ea	\$ 287.50	\$ 14,375.00
43	315/80 R22.5	Goodyear	758141613			31	ea	\$ 486.20	\$ 15,072.20
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						Group B Total Bid Amount		\$ 265,451.20	
Group C: Trailers, Carts, Turf and Farm Tires									
44	205175 R15	Hi-Run	WD1228	Goodyear	724861519	120	ea	\$ 95.31	\$ 11,437.20
45	205/90 R15	Hi-Run	WD1318			20	ea	\$ -	\$ -
46	225175 R15	Hi-Run	WD1231	Goodyear	724857519	140	ea	\$ 107.71	\$ 15,079.40
47	ST235/80 R16	Carlisle	6H04631	Goodyear	724858519	100	ea	\$ 130.52	\$ 13,052.00
48	13x5.0-6	Carlisle Turf Saver	5110211			4	ea	\$ -	\$ -
49	16 x 6.5-8	Carlisle Turf Saver	5114011			8	ea	\$ -	\$ -
50	16X6.50-8/4	Carlisle Turf Saver	170096512			10	ea	\$ -	\$ -
51	18x8.5-8	Carlisle Fairway Pro	5189761			8	ea	\$ -	\$ -
52	18x9.5-8 6ply	Carlisle Turf Saver	511082			4	ea	\$ -	\$ -
53	18 x 9.5 -8 regular 4 ply	Carlisle Saver	6L05011			4	ea	\$ -	\$ -
54	18.5x 8.5 -8	Achelva Innova Driver	18588018-8			8	ea	\$ -	\$ -
55	18X8.50-8/4	Carlisle Fwy Pro Golf	170097363			20	ea	\$ -	\$ -
56	18X8.50-8/8	Carlisle Multitrac C	170097387			20	ea	\$ -	\$ -
57	20x10-10	Carlisle Turf Saver	5111161			8	ea	\$ -	\$ -
58	20 x 10-8	Carlisle Turf Trac R/S	5753411			4	ea	\$ -	\$ -
59	20x12-10	Carlisle Turf Trac R/S	5753151			8	ea	\$ -	\$ -
60	20.5X8.0-10/6	Carlisle Sport Trail	170000549			20	ea	\$ -	\$ -
61	20X10.00-10/4	Carlisle Turf Saver	170000891			20	ea	\$ -	\$ -
62	20X10.00-8/4	Carlisle Turf Mate	170097917			20	ea	\$ -	\$ -
63	20x9.00-12	Kenda	20x9.00-12			20	ea	\$ -	\$ -
64	22 x 11-8	Carlisle Knobby	537050			2	ea	\$ -	\$ -
65	22 x 9.5-10	Carlisle Turf Trac R/S	5753N11			8	ea	\$ -	\$ -
66	22.5 x 10-8	Carlisle Multi Trac C/S	55U3C7			8	ea	\$ -	\$ -
67	22.5X10.00-8NH/4	Carlisle Car Turf Trac	170000033			20	ea	\$ -	\$ -
68	22X9.50-10/4	Carlisle Turf Trac RS	170000903			20	ea	\$ -	\$ -
69	22X9.50-12	TURF MASTER 900	22X9.50-12			10	ea	\$ -	\$ -
70	23 x 10.5-12	Carlisle Turf Tac R/S	5753671			8	ea	\$ -	\$ -
71	23x10 5-12 6ply	Carlisle Multi Trac C/S	594353			4	ea	\$ -	\$ -
72	235175R15	Mastercraft	235175R15			10	ea	\$ -	\$ -
73	23X10.50-12/4	Carlisle Industrial Trax Lo Golf Sol	599045			50	ea	\$ -	\$ -
74	23X10.50-12/4	Carlisle Turf Trac R S	170000904			20	ea	\$ -	\$ -
75	23X10.50-12/6	Carlisle Multitrac	170338027			20	ea	\$ -	\$ -

Item#	Item Name Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price\$	Extended Amount \$
Group C: Trailer, Carts, Turf, and Farm Tires (continued)									
76	23X8.50-12/4	Carlisle Turf Master	170337419			20	ea	\$ -	\$ -
77	24X10.50-10/4	Carlisle All Trail II Atv	170217867			20	ea	\$ -	\$ -
78	24x10-10	Carlisle All Trail II	24X10-10			20	ea	\$ -	\$ -
79	24X12.00-10NHS/4	Carlisle Car Turf Trac	5753A61			30	ea	\$ -	\$ -
80	24X12.00-12NHS/4	Carlisle Car Turf	170000143			20	ea	\$ -	\$ -
81	24x9.5-10	Carlisle All Trail II	24X9.5-10			20	ea	\$ -	\$ -
82	25 x 12-9	Carlisle Knobby	537081			6	ea	\$ -	\$ -
83	25 x 13-9	Carlisle HD Field Trax	588394			6	ea	\$ -	\$ -
84	25/8.5-14	GALILEO-MARTH	25/8.5-14			10	ea	\$ -	\$ -
85	25X10.00-12/4	Carlisle Atv Utility	AT489			20	ea	\$ -	\$ -
86	25X13.00-9/3*	Carlisle Hd Field Trx	170101172			10	ea	\$ -	\$ -
87	25X8.00-12	Carlisle At	25X8.00-12			10	ea	\$ -	\$ -
88	25x8.00R12/6	Carlisle Car	6P13671			30	ea	\$ -	\$ -
89	25X8.50-14	IND LUG TRAC CHIEF	25X8.50-14			10	ea	\$ -	\$ -
90	25X9.00-12/4	Carlisle Multitrac C S	574388			30	ea	\$ -	\$ -
91	25X9.00-12NHS/4	Carlisle Car All Trail II	560443			30	ea	\$ -	\$ -
92	26x 12-12	Carlisle Multi Trac C/S	5753611			8	ea	\$ -	\$ -
93	26x14-12	Carlisle Multi Trac C/S	5743W7			8	ea	\$ -	\$ -
94	26.5 x 14-12	Carlisle Ultra Trac	529386			8	ea	\$ -	\$ -
95	26X12.00-12NHS/6	Carlisle Car Multi Trac	5743771			30	ea	\$ -	\$ -
96	29x 12.5- 15	Carlisle Multi Trac C/S	560454			4	ea	\$ -	\$ -
97	4.1 x 3.5 -4	Premium	KT-603-05			4	ea	\$ -	\$ -
98	4.8-8	Cheng Shin tire	C-824-13			8	ea	\$ -	\$ -
99	5.7x8	Carlisle Usa trail	215372			8	ea	\$ -	\$ -
100	9x 3.5-4	Cheng Shin tire	C-203-13			4	ea	\$ -	\$ -
101	AT25x12.00-9	Carlisle Turf Tamer	AT25x12.00-9			20	ea	\$ -	\$ -
102	ST165 x80D 13	Carlisle sure trail ST.	A78-13ST			4	ea	\$ -	\$ -
103	ST175 x 80 D 13	Hi-Run LQ229	WD1018			4	ea	\$ -	\$ -
104	ST175/80R13/6 91/87L	HER Power ST2 ST	156001805			10	ea	\$ -	\$ -
105	ST205/75R14/6 100/96L	STC Hi-Run HWY	75000268			10	ea	\$ -	\$ -
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.						Group Total Bid Amount		\$ 39,568.60	

Attachment A: Pricing Page for Tires (3 Pages)
UNIT PRICES (Net 30-day Payment Terms)

Item#	Item Name Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price\$	Extended Amount \$
Group A: Automotive, Passenger, Light Trucks and SUV's Tires									
1	195/65 R15	Goodyear	407477374			47	ea	\$ 71.72	\$ 3,370.84
2	205/60 R16	Goodyear	407212374			96	ea	\$ 81.50	\$ 7,824.00
3	205/65 R16	Goodyear	407780374			67	ea	\$ 83.55	\$ 5,597.85
4	215/50 R17	Michelin	33539	Goodyear	407790374	43	ea	\$ 104.15	\$ 4,478.45
5	215/55 R17	Goodyear	110340545			22	ea	\$ 112.90	\$ 2,483.80
6	215/60 R16	Goodyear	110571545			20	ea	\$ 89.84	\$ 1,796.80
7	215/70 R15	Goodyear	4014			30	ea	\$ -	\$ -
8	225/45 R18	Goodyear	732646500			25	ea	\$ 103.54	\$ 2,588.50
9	225/60 R16	Goodyear	732354500			51	ea	\$ 108.10	\$ 5,513.10
10	225/65 R17	Goodyear	767517537			30	ea	\$ 131.89	\$ 3,956.70
11	225/70 R15	Goodyear	183482418			70	ea	\$ 112.40	\$ 7,868.00
12	235/45 R18	Goodyear	706038163			65	ea	\$ 105.20	\$ 6,838.00
13	235/55 R17	Goodyear	407599374			12	ea	\$ 102.00	\$ 1,224.00

14	235/60 R17	Firestone	F011535	Goodyear	407323374	30	ea	\$	107.08	\$ 3,212.40
15	235/70 R16	Goodyear	157043622	Goodyear	116086632	60	ea	\$	111.83	\$ 6,709.80
16	235/75 R17	Firestone	14315	Goodyear	758089572	325	ea	\$	131.92	\$ 42,874.00
17	245/55 R18	Goodyear	732026500			300	ea	\$	135.36	\$ 40,608.00
18	245/60 R18	Goodyear	110819545			550	ea	\$	143.90	\$ 79,145.00
19	245/75R16	111T Iron All Country	153000602	Goodyear	480042856	214	ea	\$	142.67	\$ 30,531.38
20	255/55 R20	Michelin	M92446	Goodyear	407006374	250	ea	\$	135.20	\$ 33,800.00
21	255/60 R18	Goodyear	732005563			250	ea	\$	130.95	\$ 32,737.50
22	255/70 R17	Hankook	1011346			62	ea	\$	-	\$ -
23	265/60 R17	Goodyear	732523500			100	ea	\$	131.00	\$ 13,100.00
24	265/70 R17	Goodyear	157042620			54	ea	\$	135.03	\$ 7,291.62
25	265/70 R17	BFG	29668	Goodyear	116007651	100	ea	\$	130.80	\$ 13,080.00
26	265/70R18-High Speed	BFG	108028861			64	ea	\$	202.64	\$ 12,968.96
27	275/60 R20	BFG	64811			100	ea	\$	-	\$ -
28	LT225/75 R16	Bridgestone Duravis	192659	Goodyear	131748875	100	ea	\$	126.10	\$ 12,610.00
29	LT235/80 R17	Hankook	2001635	Goodyear	131635875	60	ea	\$	141.00	\$ 8,460.00
30	LT235/85 R16	Goodyear	139229099			20	ea	\$	319.60	\$ 6,392.00
31	LT245/70 R17	Firestone	2767	Goodyear	131469875	15	ea	\$	138.00	\$ 2,070.00
32	LT245/75 R16	Bridgestone Duravis	191860	Goodyear	131747875	50	ea	\$	121.00	\$ 6,050.00
33	LT245/75 R17	Firestone	2777	Goodyear	131636875	33	ea	\$	151.00	\$ 4,983.00
34	LT245/75 R17	BFG	26470			36	ea	\$	-	\$ -
35	LT255/70 R17	BFG	37495	Goodyear	480067856	50	ea	\$	152.58	\$ 7,629.00
36	LT265/85 R18	BFG	5260			59	ea	\$	-	\$ -
37	LT265/70 R18	Firestone	2754	Goodyear	481014856	49	ea	\$	181.80	\$ 8,908.20
38	LT265/70 R18	BFG	40855			225	ea	\$	-	\$ -
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.							Group A Total Bid Amount		\$426,700.90	



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 1 of 13

Description: Various Tires

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: MARIA CANIZALES
	Phone: 5207248167
	Email: maria.canizales@pima.gov

T E R M S	Initiation Date: 06-20-2023
	Expiration Date: 06-19-2024
	NTE Amount:
	Used Amount: \$0.00

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

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$800,000.00 (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: 2300000000000000167

MA Version: 1

Page: 2 of 13

Line	Description					
1	(P) Group C: Hi-Run 205/75 R15 Discount 0.0000 %	UOM EA	Unit Price \$49.99	Stock Code	VPN	MPN WD1228
2	(P) Group C: Hi-Run 205/90 R15 Discount 0.0000 %	UOM EA	Unit Price \$80.79	Stock Code	VPN	MPN WD1318
3	(P) Group C: Hi-Run 225/75 R15 Discount 0.0000 %	UOM EA	Unit Price \$63.99	Stock Code	VPN	MPN WD1231
4	(P) Group C: Carlisle ST235/80 R16 Discount 0.0000 %	UOM EA	Unit Price \$103.39	Stock Code	VPN	MPN 6H04631
5	(P) Group C: Carlisle Turf Saver 13 x 5.0 -6 Discount 0.0000 %	UOM EA	Unit Price \$22.09	Stock Code	VPN	MPN 5110211
6	(P) Group C: Carlisle Turf Saver 16 x 6.5-8 Discount 0.0000 %	UOM EA	Unit Price \$46.29	Stock Code	VPN	MPN 5114011
7	(P) Group C: Hercules16X6.50-8/4 Discount 0.0000 %	UOM EA	Unit Price \$23.19	Stock Code	VPN	MPN 96817
8	(P) Group C: Carlisle Fairway Pro 18 x 8.5- 8 Discount 0.0000 %	UOM EA	Unit Price \$43.39	Stock Code	VPN	MPN 518761
9	(P) Group C: Carlisle Turf Saver 18 x 9.5- 8 6 ply Discount 0.0000 %	UOM EA	Unit Price \$63.29	Stock Code	VPN	MPN 511082
10	(P) Group C: Carlisle Saver 18 x 9.5 -8 regular 4 ply Discount 0.0000 %	UOM EA	Unit Price \$53.29	Stock Code	VPN	MPN 6L05011
11	(P) Group C: Hi-Run 18.5x 8.5 -8 Discount 0.0000 %	UOM EA	Unit Price \$32.89	Stock Code	VPN	MPN WD1018
12	(P) Group C: Carlisle Fwy Pro Golf 18X8.50-8/4 Discount 0.0000 %	UOM EA	Unit Price \$43.39	Stock Code	VPN	MPN 170097363
13	(P) Group C: Carlisle Multitrac C 18X8.50-8/8 Discount 0.0000 %	UOM EA	Unit Price \$81.29	Stock Code	VPN	MPN 170097387
14	(P) Group C: Carlisle Turf Saver 20 x 10-10 Discount 0.0000 %	UOM EA	Unit Price \$71.09	Stock Code	VPN	MPN 5111161
15	(P) Group C: Carlisle Turf Trac R/S 20 x 10-8 Discount 0.0000 %	UOM EA	Unit Price \$71.59	Stock Code	VPN	MPN 5753411
16	(P) Group C: Carlisle Turf Trac R/S 20 x 12 -10 Discount 0.0000 %	UOM EA	Unit Price \$79.79	Stock Code	VPN	MPN 5753151
17	(P) Group C: Carlisle 20.5X8.0-10/6 Discount 0.0000 %	UOM EA	Unit Price \$63.59	Stock Code	VPN	MPN 5193471
18	(P) Group C: Carlisle Turf Saver 20X10.00-10/4 Discount 0.0000 %	UOM EA	Unit Price \$71.09	Stock Code	VPN	MPN 170000891
19	(P) Group C: Carlisle 20X10.00-8/4 Discount 0.0000 %	UOM EA	Unit Price \$82.49	Stock Code	VPN	MPN 5114051



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 3 of 13

Line	Description					
20	(P) Group C: Carlisle Knobby 22 x 11-8 Discount 0.0000 % UOM EA	Unit Price \$77.89	Stock Code	VPN	MPN 537050	
21	(P) Group C: Carlisle Turf Trac R/S 22 x 9.5-10 Discount 0.0000 % UOM EA	Unit Price \$78.69	Stock Code	VPN	MPN 5753N11	
22	(P) Group C: Carlisle Multi Trac C/S 22.5 x 10-8 Discount 0.0000 % UOM EA	Unit Price \$96.79	Stock Code	VPN	MPN 55U3C7	
23	(P) Group C: Carlisle Car Turf Trac Rs 22.5X10.00-8NHS/4 Discount 0.0000 % UOM EA	Unit Price \$88.39	Stock Code	VPN	MPN 170000033	
24	(P) Group C: Carlisle Turf Trac R S 22X9.50-10/4 Discount 0.0000 % UOM EA	Unit Price \$78.69	Stock Code	VPN	MPN 170000903	
25	(P) Group C: Carlisle 22x9.50-12 Discount 0.0000 % UOM EA	Unit Price \$81.99	Stock Code	VPN	MPN 5114331	
26	(P) Group C: Carlisle Turf Tac R/S 23 x 10.5 -12 Discount 0.0000 % UOM EA	Unit Price \$81.49	Stock Code	VPN	MPN 5753671	
27	(P) Group C: Mastercraft 235/75R15 Discount 0.0000 % UOM EA	Unit Price \$84.79	Stock Code	VPN	MPN 167008001	
28	(P) Group C: Carlisle Industrial Trax Lg Golf Spl 23X10.50- Discount 0.0000 % UOM EA	Unit Price \$108.69	Stock Code	VPN	MPN 599045	
29	(P) Group C: Carlisle Turf Trac R S 23X10.50-12/4 Discount 0.0000 % UOM EA	Unit Price \$81.49	Stock Code	VPN	MPN 170000904	
30	(P) Group C: Carlisle Mulitrac 23X10.50-12/6 Discount 0.0000 % UOM EA	Unit Price \$117.79	Stock Code	VPN	MPN 170338027	
31	(P) Group C: Carlisle Turf Master 23X8.50-12/4 Discount 0.0000 % UOM EA	Unit Price \$82.99	Stock Code	VPN	MPN 170337419	
32	(P) Group C: Carlisle All Trail li Atv Utility 24X10.50-10/4 Discount 0.0000 % UOM EA	Unit Price \$113.99	Stock Code	VPN	MPN 170217867	
33	(P) Group C: Carlisle Car Turf Trac Rs 24X12.00-10NHS/4 Discount 0.0000 % UOM EA	Unit Price \$100.19	Stock Code	VPN	MPN 5753A61	
34	(P) Group C: Carlisle Car Turf Master 24X12.00-12NHS/4 Discount 0.0000 % UOM EA	Unit Price \$97.29	Stock Code	VPN	MPN 170000143	
35	(P) Group C: Carlisle Knobby 25 x 12-9 Discount 0.0000 % UOM EA	Unit Price \$102.89	Stock Code	VPN	MPN 537081	
36	(P) Group C: Carlisle HD Field Trax 25 x 13 -9 Discount 0.0000 % UOM EA	Unit Price \$118.49	Stock Code	VPN	MPN 588394	
37	(P) Group C: Carlisle 25X10.00-12/4 Discount 0.0000 % UOM EA	Unit Price \$99.49	Stock Code	VPN	MPN 589335	
38	(P) Group C: Carlisle Hd Field Trx Atv Utility 25X13.00-9/3* Discount 0.0000 % UOM EA	Unit Price \$118.49	Stock Code	VPN	MPN 170101172	



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000167

MA Version: 1

Page: 4 of 13

Line	Description					
39	(P) Group C: Carlisle 25X8.00-12					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$94.69			589306
40	(P) Group C: Carlisle 25X8.50-14					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$113.09			51S379
41	(P) Group C: Carlisle Multitrac C S Lg Golf Spl Nhs 25X9.00-					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.99			574368
42	(P) Group C: Carlisle Car All Trail li Atv Utility 25X9.00-1					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$127.69			560443
43	(P) Group C: Carlisle Ultra Trac 26.5 x 14 -12					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$183.99			529386
44	(P) Group C: Carlisle Car Multi Trac C S 26X12.00-12NHS/6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$137.59			5743771
45	(P) Group C: Carlisle Multi Trac C/S 29x 12.5- 15					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$214.49			560454
46	(P) Group C: Carlisle AT25x12.00-9					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$110.09			55U373
47	(P) Group C: Hersules ST175/80R13/6 91/87L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$47.99			94749
48	(P) Group C: Hi-Run ST205/75R14/6 100/96L					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$54.89			WD1226
49	Free Form line for items not listed but within scope of work					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT

1. PURPOSE

This contract establishes a system-generated form Master Agreement ("MA") for Contractors to provide Pima County ("County") with various tires on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order tire(s) from the Contractors on the contract offering the best value to County. Should that Contractor be unable to provide the tire(s) at the time requested, County will order the tire(s) from another Contractor available on the contract. It is the intent of Pima County to award by Group or line item, whichever method is determined to be in the best interest of the County; each Group or line item will have an award to a primary and secondary Contractor if available, meeting all specifications, terms, and conditions. Contractor may bid on one (1) or all groups if desired.

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

- Group A: Automotive, Passenger, Light Trucks, and SUVs Tires
- Group B: Heavy-Duty Truck Tires
- Group C: Trailers, Carts, Turf and Farm Tires

2. CONTRACT TERM, RENEWALS, EXTENSIONS, and REVISIONS

The MA 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 MA 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 has been in the business of selling various tires for a minimum of three (3) consecutive years including the current year. Include one (1) copy of licenses/documents with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility for delivery and pick-ups within the Tucson Metropolitan area. Provide local facility address: _____ 6720 S Alvernon Way Tucson AZ 85756	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

Contractor must provide tires for various County vehicles, automotive passengers, Light trucks, SUVs, medium/heavy trucks, off-road, heavy equipment, carts, turf, and farm equipment.

4.1. General Specifications:

4.1.1. Contractor must provide new and unused (retread and recaps are not allowed) tire(s). Tire(s) must not exceed the tire manufacture date of the Department of Transportation (DOT) 4-digit serial number (the first 2 number represents weeks of the month; the last two (2) numbers represent the year). As an example, 2022 is the 20th week of the year 2022. Exceptions may be made with the mutual agreement prior to delivery with County and Contractor.

- 4.1.2. Contractor will provide various tire(s) listed in Attachment A: Pricing Page for Tires (3 pages), and upon County's request, the following documentation must be provided:
- DOT grade for tread
 - Temperature
 - Traction and speed rating
 - Tire identification number on the side wall of the tire
 - **Casing Credit for Over the Road (O.T.R) tire**
- 4.1.3. County will contact Contractor by email to place an order. Orders for the in-stock tire(s) must be acknowledged within two (2) hours from the request. Contractor must deliver tire(s) within two (2) hours of the acknowledgment of the order. Orders for out-of-stock tire(s) must be delivered within twenty-four (24) hours of the acknowledgment of the order. If the Contractor cannot deliver or fill the order within the timeframe, Contractor must contact County. County reserve the right to pick up tire(s) at Contractor's location.
- 4.1.4. Contractor must replace defective tire(s) at no cost to County. County will notify Contractor of the defective tire(s) at a mutually acceptable time. County and Contractor will meet to review the defective tire(s). Contractor will provide County with a determination if the tire(s) is defective and need to be replaced within seventy-two hours (72) of meeting with County.
- 4.1.5. County reserves the right to return obsolete, unused tire(s) with no restocking fee within twelve (12) months from the date of purchase. Proof of purchase will be attempted but shall not be required. A full refund (credit) shall be issued within thirty (30) days of receipt of the tire(s).
- 4.1.6. **Contractor must provide a detailed invoice, identification of the tire or product, quantity, pricing, and applicable sales tax. Tire disposal fee not covered by Arizona revised statute 44-1302 may be included in the cost of the tire price.**
- 4.1.7. **Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, or shop/environmental fees unless it is an Arizona State or Federal mandate.**
- 4.1.8. Contractor will not charge additional fees for the following: Federal excise taxes, surcharges for fuel, shop/environment fees, etc.
- 4.1.9. Contractor must quote unit prices for the In-stock tire(s) Free on Board (FOB) destination upon County's request and approval of expedited freight for the non-stocked tire(s).

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 MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract 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 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.

8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.

8.1. Unit Prices

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.

See Attachment A: Pricing Page for Tires

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 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 vendor'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. $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$. 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 DO or DOM 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: _____ % if payment tendered within _____ 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 DO or DOM document.

All Invoice documents will reference County's DO or DOM 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 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).

9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor 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 <http://www.pima.gov/procure/venreg.htm>.

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 DO or DOM document.

Delivery locations but not limited to the following:

Deliveries to be made Monday through Friday between the hours of 6:00 AM – 5:00 PM excluding County observed holidays unless otherwise listed below.

Pima County Fleet Services
1291 S. Mission Road
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
4700 S. Houghton Road
Tucson, AZ 85730
Monday through Friday 7:00 AM- 3:00 PM

Pima County Fleet Services
3355 N. Dodge Blvd.
Tucson, AZ 85716
Monday through Friday 7:00 AM- 2:00 PM

Kino Sports Park
2500 E. Ajo Way
Tucson, AZ 85713
Monday through Friday 7:00 AM- 3:00 PM

Natural Resources, Parks and Recreation
5955 N. Camino de la Tierra
Tucson, Z 85741
Monday through Friday 7:00 AM- 3:00 PM Winter Hours (Mid-October – Mid-March)
Monday through Friday 6:00 AM- 2:00 PM Summer Hours (Mid-March – Mid-October)

Contractor guarantees delivery of in-stock tire(s) less than two (2) hours and out-of-stock tire(s) less than twenty-four (24) hours after the issue date of the order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize the 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. IFB-PO-2300083 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, and Privacy Liability 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, Workers' Compensation 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. PERFORMANCE BOND Not applicable to this contract.

15. 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	04/14/2023				

16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.17? 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Solicitation No. IFB-PO-2300083

Amendment 1

Title: Various Tires

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: American Tire Distributors Inc.

BUSINESS ALSO KNOWN AS: ATD

MAILING ADDRESS: 6720 S Alvernon Way

CITY/STATE/ZIP: Tucson AZ 85756

REMIT TO ADDRESS: 6720 S Alvernon Way

CITY/STATE/ZIP: Tucson AZ 85756

CONTACT PERSON NAME/TITLE: Michael Wall

PHONE: 480-510-4144 FAX: 520-889-5262

CONTACT PERSON EMAIL ADDRESS: mwall@atd-us.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: mwall@atd-us.com

CORPORATE HEADQUARTERS ADDRESS: 12200 Herbert Wayne Ct. Ste150 Huntersville NC 28070

WEBSITE: www.atd.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 a MA 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: *Michael Wall* DATE: 04/27/2023

Michael Wall - Customer Development Manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 480-510-4144 mwall@atd-us.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 MA or Purchase Order ("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 a MA, 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 Proposer 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 MA, 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 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.

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 MA, 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 MA, PO, Delivery Order, DOM 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: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, 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 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.

27. 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.

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 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.

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. § 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. 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

Attachment A: Pricing Page for Tires (3 Pages)
UNIT PRICES (Max 30-day Payment Terms)

Item #	Item Name Items to include and safety at Solicitation & Offer Agreement requirements, General & Item Specifications	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
--------	--	---------------------	-------------	--	------------------------	---------------------------------	-----	---------------	--------------------

1	195/65 R15	Goodyear	407477374	General	15576140000	47	ea	\$93.28	\$4,394.63
2	205/60 R16	Goodyear	407212374	General	15576180000	38	ea	\$85.48	\$9,187.04
3	205/65 R16	Goodyear	407760374	General	15576220000	67	ea	\$113.28	\$7,580.43
4	215/50 R17	Mitchell	33339	General	15599840000	43	ea	\$233.99	\$10,061.57
5	215/55 R17	Goodyear	110340545	General	15599840000	22	ea	\$124.29	\$2,734.38
6	215/60 R16	Goodyear	110571545	General	15576290000	20	ea	\$105.89	\$2,117.80
7	215/70 R15	Goodyear	4074	General	15576330000	30	ea	\$98.09	\$2,942.70
8	225/45 R18	Goodyear	732848500	General	15577440000	25	ea	\$137.19	\$3,429.75
9	225/60 R16	Goodyear	732384500	General	15563910000	51	ea	\$195.49	\$9,969.99
10	225/65 R17	Goodyear	76757837	General	15576320000	30	ea	\$138.38	\$4,091.70
11	225/70 R15	Goodyear	183482418	General	15488010000	70	ea	\$129.88	\$9,092.30
12	235/45 R18	Goodyear	708028163	General	15508200000	65	ea	\$163.98	\$10,859.35
13	235/55 R17	Goodyear	407688374	General	15576370000	12	ea	\$135.89	\$1,630.68
14	235/60 R17	Firestone	F011535	General	15578220000	30	ea	\$140.49	\$4,214.70
15	235/70 R16	Goodyear	157043222	General	45079400000	60	ea	\$134.49	\$8,069.40
16	235/75 R17	Firestone	14315	General	45079400000	325	ea	\$185.99	\$60,446.75
17	245/65 R18	Goodyear	732078500	General	15563950000	300	ea	\$253.99	\$76,197.00
18	245/80 R18	Goodyear	110819545	General	15574820000	50	ea	\$148.28	\$90,458.50
19	245/75R16	11TT Iron All Country A/T	153000802	General	91189	214	ea	\$112.88	\$24,158.48
20	255/55 R20	Michelin	M82448	General	92448	250	ea	\$246.99	\$61,747.50
21	255/60 R16	Goodyear	732065503	General	15578240000	250	ea	\$277.99	\$69,497.50
22	255/70 R17	Hankook	1011346	General	1011346	92	ea	\$172.49	\$10,894.38
23	265/60 R17	Goodyear	732523500	General	15553960000	100	ea	\$221.49	\$22,149.00
24	265/70 R17	Goodyear	157042820	General	45079400000	54	ea	\$172.49	\$9,314.46
25	265/70 R17	BFG	28688	General	40955	100	ea	\$248.99	\$24,899.00
26	285/70R18-High Speed	BFG	10802881	BFG	40955	64	ea	\$193.99	\$12,415.36
27	275/60 R20	BFG	64811	BFG	40955	100	ea	\$303.99	\$30,399.00
28	LT225/75 R16	Bridgestone Duravis	182559	BFG	63775	100	ea	\$195.49	\$19,549.00
29	LT245/60 R17	Hankook	2001835	General	15553960000	80	ea	\$193.48	\$11,869.40
30	LT235/65 R16	Goodyear	138229058	General	45050900000	20	ea	\$180.99	\$3,619.80
31	LT245/70 R17	Firestone	2167	General	45051800000	15	ea	\$186.99	\$2,804.85
32	LT245/75 R16	Bridgestone Duravis	181980	BFG	5485	50	ea	\$216.49	\$10,824.50
33	LT245/75 R17	Firestone	2177	BFG	38532	33	ea	\$282.99	\$9,678.07
34	LT245/75 R17	BFG	28470	BFG	38532	38	ea	\$246.49	\$9,373.64
35	LT255/70 R17	BFG	37485	BFG	38532	50	ea	\$217.49	\$10,874.50
36	LT265/65 R18	BFG	5280	BFG	15571770000	39	ea	\$288.99	\$17,060.41
37	LT265/70 R18	Firestone	2754	Corral	15571770000	49	ea	\$225.49	\$11,049.01
38	LT265/70 R18	BFG	40955	BFG	40955	225	ea	\$274.99	\$61,872.75

Group A
Total Bid Amount \$739,448.26

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

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

Item #	Item Name <small>Items to include and safety at Selection & Other Agreement requirements, General & Item Specifications</small>	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group B: Heavy Duty Truck Tires									
39	11R22.5 CON	Goodyear	138179874	Hercules	98350	200	ea	\$266.66	\$57,336.00
40	11R22.5 TRACT	Goodyear	138907898	Hercules	87775	200	ea	\$267.99	\$53,598.00
41	225/70 R19.5 CON	Goodyear	138908874	Hercules	85323	50	ea	\$175.49	\$8,774.50
42	225/70 R19.5 TRACT	Goodyear	138752005	Hercules	98379	50	ea	\$191.99	\$9,599.50
43	31580 R22.5	Goodyear	759141613	Hercules	98500	31	ea	\$374.99	\$11,624.69
								Group B	
								Total Bid Amount	\$140,994.69

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

Item #	Item Name <small>Items to include and safety at Selection & Other Agreement requirements, General & Item Specifications</small>	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equivalent Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
Group C: Trailers, Carts, Turf and Farm Tires									
44	205/75 R15	Hi-Run	WD1228			120	ea	\$48.99	\$5,878.80
45	205/80 R15	Hi-Run	WD1318			20	ea	\$80.79	\$1,615.80
46	225/75 R15	Hi-Run	WD1231			140	ea	\$69.99	\$9,798.60
47	ST235/60 R16	Carlisle	6H04831			100	ea	\$103.99	\$10,399.00
48	13 x 5.0 -6	Carlisle Turf Saver	5110211			4	ea	\$22.09	\$88.36
49	18 x 6.5 -9	Carlisle Turf Saver	5114011			8	ea	\$48.28	\$370.32
50	16x8.50-8/4	Carlisle Turf Saver	170098512	Hercules	98817	10	ea	\$23.19	\$231.90
51	18 x 6.5 -8	Carlisle Farmway Pro	5189781			8	ea	\$43.39	\$347.12
52	18 x 9.5 -8 9 Ply	Carlisle Turf Saver	5110982			4	ea	\$63.29	\$253.16
53	18 x 9.5 -9 regular 4 ply	Carlisle Server	6U06011			4	ea	\$32.69	\$130.76
54	18.5x 8.5 -8	Archtiva Inveva Driver	18588018-8	Hi-Run	WD1018	8	ea	\$37.89	\$303.12
55	18x8.50-8/4	Carlisle Fwy Pro Golf	170097383			20	ea	\$43.39	\$867.80
56	18x8.50-8/8	Carlisle Multitrac C	170097387			20	ea	\$41.29	\$825.80
57	20 x 10-10	Carlisle Turf Saver	5111161			8	ea	\$71.09	\$568.72
58	20 x 10-8	Carlisle Turf Trac RS	5753411			4	ea	\$71.59	\$286.36
59	20 x 12 -10	Carlisle Turf Trac RS	5753451			8	ea	\$79.79	\$638.32
60	20.5x8.0-10/6	Carlisle Sport Trail	170000548	Carlisle	5192471	20	ea	\$93.99	\$1,271.80
61	20X10.00-10/4	Carlisle Turf Saver	170000861			20	ea	\$71.09	\$1,421.80
62	20X10.00-8/4	Carlisle Turf Malt	170097917	Carlisle	5114051	20	ea	\$82.49	\$1,649.80
63	20x6.00-12	Kenda	20x6.00-12	N/A	N/A	20	ea	\$0.00	\$0.00
64	22 x 11-8	Carlisle Knobby	537050			2	ea	\$77.89	\$155.78
65	22.5 x 10-8	Carlisle Multi Trac RS	551UAC7			8	ea	\$98.79	\$774.32
66	22.5 x 10-4	Carlisle Car Turf Trac RS	170000033			20	ea	\$88.39	\$1,767.80
67	22.5x10.00-8/4	Carlisle Multi Trac RS	170000993			20	ea	\$78.89	\$1,578.80
68	22X9.50-10/4	Turf MASTER 900	22X9.50-12	Carlisle	5114331	10	ea	\$81.99	\$819.90
69	22X9.50-12	Carlisle Multi Trac RS	5753871			8	ea	\$81.49	\$651.92
70	23 x 10.5-12 6 Ply	Carlisle Multi Trac CS	584353	N/A	N/A	4	ea	\$0.00	\$0.00
71	23x10.5-12 6 Ply	Mastercraft	23x7/5R15	Mastercraft	46708001	10	ea	\$84.79	\$847.90
72	23x10.5-12/4	Carlisle Industrial Trax Lg Golf Spl	589045			50	ea	\$108.99	\$5,434.50
73	23X10.50-12/4	Carlisle Turf Trac R S	170000904			20	ea	\$87.49	\$1,629.80
74	23X10.50-12/8	Carlisle Multitrac	170398027			20	ea	\$117.79	\$2,355.80

Attachment A: Pricing Page for Tires (continued)

UNIT PRICES (Net 30-day Payment Terms)

Item #	Item Name Items to include and safety at Selection & Offer Agreement (equipment, General & Item Specifications)	Manufacturer's Name	Part Number	If Offering an Equivalent Name of Manufacturer	Equipment Part Number	Estimated Annual Usage Quantity	UOM	Unit Price \$	Extended Amount \$
76	25X8.50-12/4	Carlisle Turf Master	170237419			20	ea	\$82.99	\$1,659.80
77	24X10.50-10/4	Carlisle All Trail II Any Utility	170217897			20	ea	\$113.99	\$2,279.80
78	24X10-10	Carlisle All Trail II	24X10-10	N/A	N/A	20	ea	\$0.00	\$0.00
79	24X12.00-10NHS/4	Carlisle Car Turf Trac Rs	575SA61			30	ea	\$100.19	\$3,005.70
80	24X12.00-12NHS/4	Carlisle Car Turf Master	170000143			20	ea	\$97.29	\$1,945.80
81	24X8.5-10	Carlisle All Trail II	24X8.5-10	N/A	N/A	20	ea	\$0.00	\$0.00
82	25 x 12-9	Carlisle Kroydby	537061			6	ea	\$102.89	\$617.34
83	25 x 13-9	Carlisle HD Field Trac	589394			6	ea	\$118.49	\$710.94
84	25/8.5-14	GALX MARTI	25/8.5-14	N/A	N/A	10	ea	\$0.00	\$0.00
85	25X10.00-12/4	Carlisle All Any Utility	AT489			20	ea	\$99.49	\$1,989.80
86	25X13.00-9/3*	Carlisle HD Field Trx Any Utility	170101172			10	ea	\$118.49	\$1,184.90
87	25X8.00-12	Carlisle All	25X8.00-12	Carlisle	589306	10	ea	\$94.99	\$949.80
88	25/8.50-14	Carlisle Car Powermaster Nhs	6P19671			30	ea	\$0.00	\$0.00
89	25X8.50-14	IND LUG TRAC-CHIEF 300	25X8.50-14	Carlisle	516379	10	ea	\$113.09	\$1,130.90
90	25X9.00-12/4	Carlisle MultiTrac C S Lg Golf Sp Nhs	574399			30	ea	\$100.99	\$3,029.70
91	25X9.00-12NHS/4	Carlisle Car All Trail II Any Utility	590443			30	ea	\$127.89	\$3,830.70
92	25 x 12-12	Carlisle Multi Trac C/S	5753911			8	ea	\$0.00	\$0.00
93	26 X14 -12	Carlisle Multi Trac C/S	57439V7			8	ea	\$0.00	\$0.00
94	26.5 x 14 -12	Carlisle Ultra Trac	529398			8	ea	\$183.99	\$1,471.92
95	26X12.00-12NHS/8	Carlisle Car Multi Trac C S	5743771			30	ea	\$197.59	\$5,927.70
96	29X 12.5 -15	Carlisle Multi Trac C/S	590454			4	ea	\$214.49	\$857.96
97	4.1 x 3.5 -4	Premium	KT-602-05			4	ea	\$0.00	\$0.00
98	4.8 -8	Chang Shin tire	C-824-13			6	ea	\$0.00	\$0.00
99	5.7x 8	Carlisle Usa trail	215972			8	ea	\$0.00	\$0.00
100	8x 3.5-4	Chang Shin tire	C-203-13			4	ea	\$0.00	\$0.00
101	AT26X12.00-9	Carlisle Turf Tracer	A126X12.00-9	Carlisle	551373	20	ea	\$110.99	\$2,219.80
102	ST165 X20D 13	Carlisle Sun Trail ST	A78-DS7	N/A	N/A	4	ea	\$0.00	\$0.00
103	ST175 x 80 D 13	Hl Run L0228	WD1016			4	ea	\$32.89	\$131.56
104	ST175X80R138 91/87L	HER Power ST12 ST Trailer	156001805	Hercules	94749	10	ea	\$47.99	\$479.90
105	ST209/5R148 100/98L	STC Hl-Run HWY Jk42 ST Trailer	750002981	Hl-Run	WD1226	10	ea	\$54.89	\$548.90
Group C Total Bid Amount									\$85,802.80

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