

**BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)**

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000539

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 10/14/2025

Signature Only:

YES

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: W. W. Grainger, Inc. (Headquarters: Kansas City, MO).

Project Title / Description: Material Handling Equipment and Related Supplies

Purpose: Award: Supplier Contract No. SC2500000539. This Supplier Contract is for an initial term commencing on 10/14/25 and terminating on 12/31/27, in the annual award amount of \$400,000.00 (including sales tax) and includes two (2) one-year renewal options.
Administering Department: Parks & Recreation.

Procurement Method: Other

Insert additional Procurement Method Info, if applicable: Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 2500017701, the Procurement Director approved the use of OMNI Partners, LLC, Contract No. 240078-01, which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.RQID: 2500017701Attachment: Cooperative Procurement Agreement.

Program Goals/Predicted Outcomes: To establish a contract for material handling equipment and related supplies.

Public Benefit and Impact: To allow Pima County the ability to provide maintenance support and efficiency to County staff.

Budget Pillar • Core functions & excellent service

Support of Prosperity Initiative: N/A

BOS Agenda
10/14/25 (1) 16 pgs Ver. 1

Provide information that explains how this activity supports the selected Prosperity Initiative

N/A

Metrics Available to Measure Performance:

Review invoices and compare to purchase orders.

Retroactive:

NO

Contract / Award Information

Record Number: SC PO SC2500000539

Document Type: SC

Department Code: PO

Contract Number: SC2500000539

Commencement Date: 10/14/2025

Termination Date: 12/31/2027

Total Expense Amount:

\$400,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: General Fund- 75% & Wastewater Ops- 25 %

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$300,000.00

Percent General Funds 75

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

YES

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Stephen Romero

Telephone: 520-724-3021

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Ana Wilber

Digitally signed by Ana Wilber

Date: 2025.09.23 14:29:57

-07'00'

Division Manager/Procurement Officer Signature:

Date:

Bruce D Collins

Digitally signed by Bruce D Collins

Date: 2025.09.24 14:43:38 -07'00'

Procurement Director Signature:

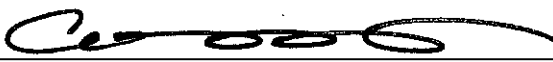
Date:

Department Director Signature:

Robert Padilla

Date: 9/25/2025

Deputy County Administrator Signature:



Date: 9/25/2025

County Administrator Signature:



Date: 9-26-2025

Pima County Procurement Department

Administering Department: Parks and Recreation

Project: Material Handling Equipment and Related Supplies

Contractor: W.W. Grainger, Inc.
Dept 811280411 PO Box 419267
Kansas City, MO 61414-6267

Amount: 400,000.00

Contract No: SC2500000539

Funding: General Fund- 75%; Wastewater Ops- 25%

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and W.W. Grainger, Inc. ("Contractor")

1.2. Purpose.

The Pima County Parks and Recreation requires material handling equipment and related supplies on an as needed basis.

1.3. Authority.

County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with OMNIA Partners (Contract No. 240078-01).

1.4. Contract.

1.4.1. Name

OMNIA Partners entered into a contract (Contract Number 2400078-01) for specified goods and services with Contractor, which is currently in effect (the "OMNIA Partners Contract"). The OMNIA Partners Contract is incorporated into this Contract by this reference.

1.4.2. Selection

Section C.2. National Cooperative Contract- OMNIA Partners of the OMNIA Partners Contract provides that another governmental entity with which OMNIA Partners has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the OMNIA Partners Contract.

2. Term.

2.1. Initial Term.

The term of this Contract commences on October 14, 2025 and will terminate on December 31, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to 2 additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. **Scope of Services.**

Contractor will provide County with the services described in **Exhibit A- Material Handling Equipment and Related Supplies (2 pages)**, upon demand. The Contractor must comply with all requirements and specifications in the OMNIA Partners Contract, except where altered by this Contract.

3.1. Order of Precedence.

All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. SC2500000539.

3.1.3. To the extent applicable, the OMNIA Partners Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. **Key Personnel.**

Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff.

Name: Angela Hoefer

Title: Government Account Manager

Name: Ashleigh Anderson

Title: District Sales Manager, Govt.

5. **Compensation and Payment.**

5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in the OMNIA Partners Contract Attachment H, Price Page. Category discount % is held firm throughout the term of the agreement. Price changes associated with the OMNIA Market Basket will be updated according to the terms and conditions listed in the OMNIA Cooperative Contract.

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$400,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in the OMNIA Cooperative Contract, incorporated by reference, do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor invoice are sent upon shipment of orders. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or

services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

AP_Invoices@pima.gov
Subject Line: PO# for SC2500000539

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. 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.

6.1. 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.

6.1.1. 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.

6.1.2. 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.

6.1.3. 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.

6.2. Additional Insurance Requirements.

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

6.2.1. Claims Made 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.

6.2.2. Additional Insured Endorsement.

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

6.2.3. Subrogation Endorsement.

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

6.2.4. Primary Insurance Endorsement.

The 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).

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

6.3. 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.

6.4. 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.

6.4.1. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

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.

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.

6.5. 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.

7. Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any third-party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, to the extent by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

8.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. 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 any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. 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.

11. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

13. Americans with Disabilities Act:

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract.

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

15. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

16. Cancellation for Conflict of Interest.

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

17. Termination by County.

17.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.8161

Contractor
Angela Hoefer, Government Account Manager
W.W. Grainger Inc.
3415 S. Dodge Blvd.
Tucson, AZ 85713
480-309-2024; angela.hoefer@grainger.com

19. Non-Exclusive Contract.

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

20. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability.

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

22. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third-party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records.

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

24. Public Records.

24.1. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County 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.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (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.

25.2. Books & Records.

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.

25.3. Remedies for Breach of Warranty.

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 be required to 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

25.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

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

26. Grant Compliance.

N/A

27. Written Orders.

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or

services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts.

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification.

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 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. The 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.

30. 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.

31. Heat Injury and Illness Prevention and Safety Plan.

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

32. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

33. 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.

SIGNATURE PAGE TO FOLLOW

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

W.W. Grainger, Inc.

Chair, Board of Supervisors

Ashleigh Anderson

Authorized Officer Signature

Date

9/19/2025

Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form

This Contract template has been
Approved as to form by the Pima
County Attorney's Office.

Material Handling Equipment and Related Supplies - Exhibit A (2 pages).

Intent: To establish a contract to provide Pima County with Material Handling Equipment and Related Items.

1. General Specifications:

- 1.1. County will contact Contractor's service department by email. Contractor will acknowledge the request within twenty-four (24) hours after receipt of order. Contractor will notify Pima County end-using department of product availability, lead time and estimated delivery date. Contractor shall offer over the counter service for County to pick-up items. County reserves the ability to pick up orders as needed.
- 1.2. County will not pay for any additional charges, such as, including, but not limited to, fuel surcharges, environmental fees, trip charges, overtime and delivery unless previously negotiated. Freight charges are allowed.
- 1.3. Items should be free of damage. Damaged items will be returned to the Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.
- 1.4. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.
- 1.5. Contractor will not be held responsible for any unforeseen delays caused beyond Contractor's control, provided prompt notice of delay is given as soon as Contractor has knowledge of said delays.
- 1.6. All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified.

2. Warranty:

- 2.1. Contractor shall warranty all products to be free from defects in workmanship and materials under normal use for a period of one (1) year after the date of purchase from contractor. Contractor shall respond to County's order acknowledgement with email notification, within two (2) business days, upon notification of a warranty claim. County shall not incur additional charges for repair and return of warranty items.

3. Safety & Security While On RWRD Facilities:

Contractor and its employees shall exercise safe industry work practices. All work shall comply with appropriate OSHA, Federal, State, County and local municipalities, ordinances and regulations.

Contractor shall meet the following requirements while on RWRD sites.

- 3.1. Contractor's personnel may attend a plant safety briefing prior to coming on RWRD Plant sites. Contractor will contact the RWRD County employee prior to visit.
- 3.2. Contractor's employees are required to sign in with the Regional Wastewater Reclamation Department Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the county employee.
- 3.3. Contractor must wear an ID pass at all times while on plant site and return ID pass at the end of each day to Regional Wastewater Reclamation Department Plant Site Administration Office.
- 3.4. Upon leaving the plant site, the Contractor must check out with the County employee and leave a copy of work ticket(s).

- 3.5. Contractor will be required to provide their staff with Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection, and hearing protection.
- 3.6. Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the contractor's name or a sign displayed in the front window. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- 3.7. Contractor shall be designated by an easily identifiable company shirt or badge worn at all times while on site.
- 3.8. Contractor is to leave a clean work site once the inspection or repair work is completed. Any chemical or fluid spills are to be immediately reported to the County employee. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc., shall be removed or safely stored.
- 3.9. The County is not responsible for theft or damage to contractor's property.
- 3.10. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- 3.11. Contractor must provide all their own personnel, materials, and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- 3.12. Contractor must have OSHA complaint lock-out/tag-out and confined space programs and adhere to procedures at all times.
- 3.13. Contractor shall be responsible for the safety of their employees at all times.
- 3.14. RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license, or a passport.
- 3.15. All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.
- 3.16. RWRD prohibits smoking and e-cigarette/vaping devises, use of chewing/smokeless tobacco, alcohol, drugs, and weapons on all plant site.

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



Contract Number	SC2500000539
Contract Start Date	10-14-2025
Contract End Date	12-31-2027
Payment Type	Warrant/Check
Buyer	Stephen Romero
Phone Number	
Email	

1 of 1

Supplier Contact and Payment Terms: Phone: +1 (520) 7458200 Email: angela.hoefer@grainger.com Terms: Net 30 Days:	Shipping Method		Delivery Type	FOB
	Vendor Method		Standard Ground	FOB Dest, Freight Allowed
	Currency	NTE Amount	Used Amount	
	USD	400,000.00	0.00	

This Supplier Contract is for an initial term commencing on 10/14/25 and terminating on 12/31/27, in the annual award amount of \$400,000.00 (including sales tax) and includes two (2) one-year renewal options.

Attachment: Cooperative Procurement Agreement.

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