



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

**Requested Board Meeting Date:** 05/12/2015

**or Procurement Director Award** ☐

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**Contractor/Vendor Name (DBA):** William L. Eastman dba Eastman Distributing (Tucson, AZ)

**Project Title/Description:**

Milk & Dairy Products

**Purpose:**

Award of Contract, Master Agreement (MA) 15-0306 Requisition RQM 15-190 to William L. Eastman dba Eastman Distributing (*Headquarters:* Tucson, AZ) for Milk and Dairy Products for the Pima County Adult Detention Center in the annual award amount of \$349,143.98. The recommendation of award is to low bid. Contract is for a one-year term and includes four one-year renewal periods.

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010 (Competitive sealed bidding)

IFB 172843 was published on 3/12/2015 and opened on 4/9/2015. Attached are the Notice of Recommendation of Award (NORFA) published 4/22/2015 and contract #MA-PO 15-0306.

**Program Goals/Predicted Outcomes:**

To provide meals to the inmate population that meet daily dietary and caloric requirements.

**Public Benefit:**

Cost, milk is an inexpensive way to provide dietary and caloric requirements.

**Metrics Available to Measure Performance:**

**Retroactive:**

NO

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 15\*0306 ✓  
Effective Date: 5/12/2015 Termination Date: 5/11/2016 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 349,143.98 ✓ ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): General Fund

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
☐ Expense   ☐ Revenue   ☐ Increase   ☐ Decrease   Amount This Amendment: \$ \_\_\_\_\_  
 Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund:

Contact: Hazel D. Houston *Hazel D. Houston* *PH* *4/28/15*  
 Department: Procurement *X. A. Williams* Telephone: 724-8168  
 Department Director Signature/Date: *Bennett Wright, CHIEF*  
 Deputy County Administrator Signature/Date: *Jon Bunker* *4-29-15*  
 County Administrator Signature/Date: *C. R. Helms* *4/29/15*  
 (Required for Board Agenda/Addendum Items)

## NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 22, 2015

The Procurement Department hereby issues formal notice to respondents to Solicitation **#172843** for **Milk & Dairy Products** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 12, 2015.

Award is recommended to the Respondent submitting the Low.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
WILLIAM L. EASTMAN dba EASTMAN DISTRIBUTING	\$349,143.98	\$349,143.98

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Lively Distributing, LLC	\$463,502.10

NON-RESPONSIVE NAMES  
Shamrock Foods Co. dba Shamrock Farms

Issued by: Hazel D. Houston

Telephone Number: 520-742-8168

This notice is in compliance with Pima County Procurement Code:  
§11.12.010, §11.20.010C



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1500000000000000306

MA Version: 1

Page: 1

Description: Dairy Products for the Pima County Jail

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: HAZEL HOUSTON  
Phone: 5207248168  
Email: hazel.houston@pima.gov

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Initiation Date: 05-12-2015  
Expiration Date: 05-11-2016

NTE Amount: \$349,143.98  
Used Amount: \$0.00

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WILLIAM L. EASTMAN  
  
PO BOX 5827  
  
TUCSON AZ 85703

Contact: WILLIAM  
Phone: 520-408-2969  
Email: lechehombre1@aol.com  
Terms: 0.0000 %  
Days: 30

Shipping Method: Airborne Express  
Delivery Type: STANDARD GROUND  
FOB: FOB Dest, Freight Allowed

Modification Reason

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.

Number of Attachments: 1

Attachment Names: 172843 Milk & Dairy Response Eastman all.pdf



# MASTER AGREEMENT DETAILS

Master Agreement No: 15000000000000000306

MA Version: 1

Page: 2

Line	Description					
1	1% Milkfat Milk, 1/2 Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.1735			
2	Ice Cream, 3oz Cup					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.32			
3	2% Milkfat, Milk 1/2 Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.1865			
4	1% Milkfat, Choc. 1/2 Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.1936			
5	Nonfat Milk, 1/2 Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.1649			
6	Whole Milk, 1/2 Pint					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.2023			
7	Whole Milk, 5 Gallons					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.94			
8	Yogurt, 6oz					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.87			
9	2% Milkfat, Cottage Cheese					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.11			
10	FREE FORM or DISCOUNT LINE					
	Service Contract Amt			Service From	Service To	
	\$0.00			—	—	
11	1% Milkfat Milk, 1 Gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.51			
12	Sour Cream, 5 Pounds					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.47			
13	Half/Half Milk, 1 Quart					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.39			
14	Cheddar Cheese					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.48			

**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (1 of 7 pages)****1. INTENT:**

This document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of milk and dairy products as the County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. It is the intent of the County to award to one vendor for all items listed. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. AGREEMENT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

**3. SUPPLIER MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.

- 1) Supplier has been in the business of providing this product for a minimum of three consecutive years including the current year.
- 2) Supplier currently possesses all required licenses and certifications to meet the requirements of this solicitation. Supplier shall continuously maintain said licenses and certifications for the term of the contract.
- 3) Supplier participates in "green" programs as listed under BOS Resolution 2007-84.

**CHECKLIST FOR MINIMUM QUALIFICATIONS - MARK RESPONSE** (Failure to mark answer may result in the offer being deemed non-responsive).

This supplier certifies they are competent, willing and responsible for providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

☒ Yes No

Supplier currently possesses all required licenses and certifications to meet the requirements of this solicitation. Supplier shall continuously maintain said licenses and certifications for the term of the contract.

☒ Yes No

Supplier should include what "green" programs they have implemented per *BOS Resolution 2007-84* below.

☒ Yes No

The following are examples from *Specifications for BOS Resolution 2007-84* and Vendor should include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be

**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (2 of 7 pages)**

limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and post-consumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation should include:

- Supplier should dispose of chemicals appropriately so as not to disrupt the ecology of the soil, water, or air in the area.
- Supplier shall recycle as many items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier should use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier should provide to the consumer as many environmentally preferable products as possible.
- Supplier should modify business practices to decrease air, water and ground pollution.
- Supplier should modify business practices to conserve energy and water use,
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

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

Any brand names, models or numbers used in the specifications are for the purpose of describing and/or establishing the level of quality, equivalent performance and dimensional specifications required. Any such reference is not intended to limit or restrict any offer. Any offer, which proposes like quality, design or performance, will be considered. Pima County will have final determination on equivalency. If alternate product name is not listed it will designate that vendor is bidding per specifications, no alternate.

Product must be fresh and expiration dates must be placed in a conspicuous place on each carton. Delivered product shall not have expired dates. If product is bad a replacement will be delivered within 24 hours. The Pima County Sheriff's Department Adult Detention Center will be utilizing this contract and packaging must comply with their policies and procedures.

**Minimum Specifications**

1	MILK, 1% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D
2	MILK, 1% MILKFAT, 1 GALLON, HOMOGENIZED, ADDED VITAMIN A & D
3	MILK, 1% MILKFAT, 1/2 PINT, CHOCOLATE, HOMOGENIZED, ADDED VITAMIN A & D
4	MILK, 2% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D
5	MILK, HALF/HALF, 1 QUART
6	MILK, NONFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D
7	MILK, WHOLE, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D
8	MILK, WHOLE, 5 GALLONS, HOMOGENIZED, ADDED VITAMIN A & D
9	CHEESE, CHEDDAR, SHREDED, 5 POUNDS
10	COTTAGE CHEESE, 2% MILKFAT, 5 POUNDS
11	ICE CREAM, 3 OUNCE CUP, MINIMUM VARIETY OF THREE FLAVORS AVAILABLE
12	SOUR CREAM, 5 POUNDS
13	YOGURT, 6 OUNCES, MINIMUM VARIETY OF SIX FLAVORS AVAILABLE

In the event similar items are required that are not listed, they may be ordered at a mutually agreed upon price. The mutually agreed upon unit price shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the Instructions to Bidders, Standard Terms and

**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (3 of 7 pages)**

Conditions and Offer Agreement. All items added to the contract will be subject to the same terms and conditions as the original solicitation.

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

Offer(s) will be accepted and executed by the County by issue of a Master Agreement (MA) (Recurring requirements) and effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to an executed Master Agreement will be made by COUNTY by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.**

**Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Delivery Order (DO) or Delivery Order Maximo (DOM).**

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF SERVICES AND PRODUCTS:**

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction. **Supplier shall not accept orders, or provide services or products that cumulatively exceed the amount.**

Standard payment terms are **net 30** from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

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



**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (4 of 7 pages)**

The Master Agreement (MA) or Purchase Order (PO) issued to accept Supplier offer will define the not to exceed amount of the agreement.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed* ("*F.O.B. Destination*"), delivered to and unloaded at the destination(s) defined by the delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item unit price.

**Price Warranty.** Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

**Price Escalation.** It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement after which the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

Supplier will provide detailed documentation in support of payment requests which shall document, be consistent with and not exceed the COUNTY's order. Supplier shall bill COUNTY within one month after the date on which Supplier's right to payment accrues ("Payment Accrual Date"), which, unless this agreement specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of the COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to the COUNTY's order. County will refuse to pay any amount billed more than six months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

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

**All unit prices shall be filled in for both sections.** Failure to do so shall be cause for rejection as non-responsive.

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	MILK, 1% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	1,500,000	EA	.1735	260,250.00
2	MILK, 1% MILKFAT, 1 GALLON, HOMOGENIZED, ADDED VITAMIN A & D	220	EA	2.51	552.20
3	MILK, 1% MILKFAT, 1/2 PINT, CHOCOLATE, HOMOGENIZED, ADDED VITAMIN A & D	50,000	EA	.1936	9,680.00
4	MILK, 2% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	157,000	EA	.1865	29,280.50

**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (5 of 7 pages)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
5	MILK, HALF/HALF, 1 QUART	312	EA	2.39	745.68
6	MILK, NONFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	22,000	EA	.1649	3,627.80
7	MILK, WHOLE, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	20,000	EA	.2023	4,046.00
8	MILK, WHOLE, 5 GALLONS, HOMOGENIZED, ADDED VITAMIN A & D	550	EA	15.94	8,767.00
9	CHEESE, CHEDDAR, SHREDED, 5 POUNDS	60	EA	15.48	928.80
10	COTTAGE CHEESE, 2% MILKFAT, 5 POUNDS	200	EA	7.11	1,422.00
11	ICE CREAM, 3 OUNCE CUP, MINIMUM VARIETY OF THREE FLAVORS AVAILABLE	75,000	EA	.32	24,000.00
12	SOUR CREAM, 5 POUNDS	200	EA	7.47	1,494.00
13	YOGURT, 6 OUNCES, MINIMUM VARIETY OF SIX FLAVORS AVAILABLE	5,000	EA	.87	4,350.00
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>  <b>Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			<b>TOTAL BID</b>	<b>\$349,143.98</b>

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

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

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract.

The Pima County Sheriff Department's Adult Detention Center has a standard receiving dock for normal trucks. Unless requested from the vendor our hours of operation are 0500-1500 hours M-F (including holidays). Other arrangements can be made for delivery, contact department for other delivery times and dates.

All Milk and Milk products must be delivered before 5 a.m. including weekends and holidays.

**OFFER AGREEMENT: MILK & DAIRY PRODUCTS (6 of 7 pages)**

Supplier guarantees delivery of product or service in less than three (3) calendar days after issue date of order. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

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

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 172843 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The SUPPLIER'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and SUPPLIER;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Supplier shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

**12. PERFORMANCE BOND:**

NO PERFORMANCE BOND REQUIRED.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	3/27/2015				

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

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes ☐ No ☒ (Select one)

If 'Yes', have you included your certification document? Yes ☐ No ☐ (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

OFFER AGREEMENT: MILK & DAIRY PRODUCTS (7 of 7 pages)**15. BID/OFFER CERTIFICATION:**

SUPPLIER LEGAL NAME: WILLIAM L. EASTMAN  
BUSINESS ALSO KNOWN AS: EASTMAN DISTRIBUTING  
MAILING ADDRESS: P.O. BOX 5827  
CITY/STATE/ZIP: TUCSON AZ 85703  
REMIT TO ADDRESS: SAME  
CITY/STATE/ZIP: \_\_\_\_\_  
CONTACT PERSON NAME/TITLE: WILLIAM EASTMAN, OWNER  
PHONE: (520) 408-2969 FAX: (520) 882-5683  
CONTACT PERSON EMAIL ADDRESS: lechehombre1@aol.com  
EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:  
eastmandistributing@aol.com

**CORPORATE HEADQUARTERS LOCATION:**

STREET ADDRESS CITY, STATE, ZIP: 2450 N. JACKRABBIT TUCSON AZ 85703

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

SIGNATURE: W. L. Eastman DATE: 04/09/2015

WILLIAM L. EASTMAN, OWNER  
PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER  
PHONE AND E-MAIL: (520) 408-2969 eastmandistributing@aol.com

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

**(REMAINDER OF THIS PAGE LEFT BLANK)**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (02/17/15)****1. OPENING:**

Responses will be publicly opened and respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing Offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, the County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

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

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards shall be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of the COUNTY. Unless expressly agreed otherwise, resulting agreements are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

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

**7. INTERPRETATION and APPLICABLE LAW:**

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

**8. WARRANTY:**

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

**9. QUANTITY:**

The quantity of goods ordered shall not be exceeded or reduced without **written** permission in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and no guarantee regarding actual usage is provided.

**10. PACKING:**

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to the COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

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

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

**12. SPECIFICATION CHANGES:**

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

**15. PAYMENT TERMS:**

Payment terms are net 30, unless otherwise specified by the agreement documents.

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

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

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

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

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply

shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, proclaims and agrees that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the offer or resulting agreement. Additionally, during the conduct of business with COUNTY, the 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 at any time it shall be found that the awardee(s) has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then the agreement so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

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

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

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

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

**23. COMPLIANCE WITH LAWS:**

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in Pima County.

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

**24. ASSIGNMENT:**

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

**25. CONFLICT OF INTEREST:**

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant Master Agreement or Purchase Orders as if set forth in full herein.

**26. NON-DISCRIMINATION:**

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

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

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

**28. PUBLIC INFORMATION:**

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 information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

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

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The 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, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.



**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

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

**32. PROTESTS:**

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

**33. TERMINATION:**

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

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

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

**35. INDEPENDENT CONTRACTOR:**

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTOR:**

CONTRACTOR shall be 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 the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

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

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

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

COUNTY shall have 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, shall be deemed to be 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 shall 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.

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

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

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

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

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

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



# **PIMA COUNTY**

**PROCUREMENT**  
 130 W. CONGRESS ST., 3rd FLOOR  
 TUCSON, ARIZONA 85701-1317  
 TELEPHONE (520) 724-8161, FAX (520) 798-1484

March 27, 2015

## **IFB 172843: MILK & DAIRY PRODUCTS ADDENDUM 1**

The following clarifications shall be incorporated into **IFB #172843**:

### **1. Change on page 1: DUE IN AND OPENS: as follows:**

From: "...**APR. 2, 2015 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)**..."

To: "...**APR. 9, 2015 AT OR BEFORE 2:30 P.M. LOCAL ARIZONA TIME (MST)**..."

### **2. Change on page 8: UNIT PRICES (Net 30 day Payment Terms): as follows:**

From: "...**ESTIMATED ANNUAL USAGE QUANTITY, ITEM #1 - 1,000,000**..."

1	MILK, 1% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	1,000,000	EA		
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To: "...**ESTIMATED ANNUAL USAGE QUANTITY, ITEM #1 - 1,500,000**..."

1	MILK, 1% MILKFAT, 1/2 PINT, HOMOGENIZED, ADDED VITAMIN A & D	<b><u>1,500,000</u></b>	EA		
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### **3. Change on page 9: 8. DELIVERY: as follows:**

From: "...The Pima County Sheriff Department's Adult Detention Center has a standard receiving dock for normal trucks. Unless requested from the vendor our hours of operation are 0500-1500 hours M-F (Including holidays). Other arrangements can be made for delivery, contact department for other delivery times and dates.

All Milk and Milk products must be delivered before 5 a.m. including weekends and holidays..."

To: "... The Pima County Sheriff Department's Adult Detention Center has a standard receiving dock for normal trucks. **All Milk and Dairy products must be delivered Monday through Saturday, including holidays, between 2:00 a.m. and 5:00 a.m.**..."

### **All other terms and conditions remain the same.**

Hazel D. Houston  
 Commodity Contracts Officer  
 Pima County Procurement  
 Telephone: (520) 740-8168  
 Fax: (520) 791-6507  
[Hazel.houston@pima.gov](mailto:Hazel.houston@pima.gov)

## License to Operate

**PIMA COUNTY HEALTH DEPARTMENT  
ABRAMS PUBLIC HEALTH CENTER  
3950 S. COUNTRY CLUB ROAD, SUITE 2301  
TUCSON, AZ 85714**

**Name of Business:** EASTMAN DISTRIBUTING  
2450 N JACKRABBIT AVE  
TUCSON AZ 85705

**Type of Business:** FIXED FOOD ESTABLISHMENT

**Owner of Business:** WILLIAM EASTMAN  
DEBORAH EASTMAN

**License #:** 3007343 - 1657C

**Facility Id:** 1004642

**Valid From:** 10 / 01 / 2014  
**Expires On:** 09 / 30 / 2015

**Date Printed:** 09/16/2014

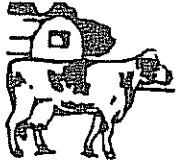
**THIS LICENSE TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS LICENSE IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON.**

**THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.  
THIS LICENSE MUST BE RENEWED BEFORE ITS EXPIRATION DATE.**

**EASTMAN DISTRIBUTING  
PO BOX 5827  
TUCSON, AZ 85703**



- Health Officer



## **EASTMAN DISTRIBUTING**

P.O. Box 5827  
Tucson, Arizona 85703  
(520) 408-2969  
Fax (520) 882-5683



### **BOS RESOLUTION 2007-84**

Eastman Distributing has implemented many "Green Programs.

The following is a list of some of these things:

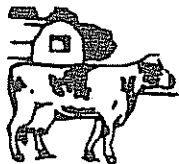
Re-cycle office paper as much as possible.

Purchase "green" cleaning supplies when possible.

Our Distribution supervisor's company pick up is an alternative fuel vehicle.

We strive to conserve energy in our work areas such as turning off lights and heat/cooling at night.

Paper products are purchased that contain the highest percentage of recovered materials.



**EASTMAN DISTRIBUTING**

P.O. Box 5827  
Tucson, Arizona 85703  
(520) 408-2969  
Fax (520) 882-5683



Eastman Distributing has an extensive product line of over 3000  
Items. Most of our items are under the Federal Milk Market Order  
For Arizona. The raw milk and butterfat costs are publicly announced via  
this order on a monthly basis.

Due to our cost changing monthly we are unable to furnish a Master  
price list.



## City of Tucson

### License Certificate

Business Name and Tucson Mailing Address:

EASTMAN DISTRIBUTING  
PO BOX 5827  
TUCSON AZ 85703-0827

License Number: 1071968

Type: Bus and Other Motor Vehicle Transit Syst

Issue Date: December 18, 2014

Expiration Date: December 31, 2015

Owner:

EASTMAN DEBORAH L

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

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

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2015



Non-Transferable

1071968

MUST BE DISPLAYED IN  
A CONSPICUOUS PLACE

### Business License

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

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

Issued To: EASTMAN DISTRIBUTING

Located At: 2450 N JACKRABBIT DR, TUCSON AZ  
85745

Effective: January 01, 2015

Please refer to license number in all correspondence.

By

Finance Director