



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: September 1, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Green Valley-Marana Auto Parts DBA Napa Marana (Headquarters: Marana, AZ) - Primary
Elliot Auto Supply Co Inc. DBA Factory Motor Parts (Headquarters: Eagan, MN) - Secondary

***Project Title/Description:**

Aftermarket Automotive, Truck and Equipment Parts

***Purpose:**

Award: Master Agreement No. MA-PO-21-35. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$401,500.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Fleet Services

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, competitive sealed bidding, Solicitation No. IFB-PO-2000101 was conducted. Seven (7) responses were received. One (1) response was deemed non-responsive. Award is to lowest, responsive and responsible bidders.

PRCUID: 378848

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

To provide County with aftermarket replacement parts required to repair and maintain County owned vehicles and equipment.

***Public Benefit:**

Using quality aftermarket parts is a cost effective way to maintain and repair vehicles and equipment to ensure they remain efficient and in safe operating condition.

***Metrics Available to Measure Performance:**

Contractor's performance measured by the availability of product and delivery times of parts. Delivery Order (DO) will be issued for each purchase. Fleet Service staff will monitor invoices for accuracy and to assure compliance is within the terms of this contract.

***Retroactive:**

No.

TO: COB 8-19-20

Vers: 1

Pgs: 59

Procure Dept 08/19/20 PM01:58

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-35
Commencement Date: 09/15/20 Termination Date: 09/14/21 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 401,500.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Fleet Services Ops

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

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

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

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

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

*All Funding Source(s) required: _____

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

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

*Funding Source: _____

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

Contact: Maricruz Lopez, Procurement Officer Lopez Digitally signed by Maricruz Lopez
Date: 2020.08.17 14:50:03 -0700 Division Manager: Denise D Waldo Digitally signed by Denise D Waldo
DN: cn=Denise D Waldo, o=Pima County,
ou=Procurement Dept,
email=denise.waldo@pima.gov, c=US
Date: 2020.08.17 14:57:16 -0700

Department: Procurement Mary Jo Furphy Digitally signed by Mary Jo Furphy
DN: cn=Mary Jo Furphy, o=Pima County, ou=Procurement,
email=mary.j.furphy@pima.gov, c=US
Date: 2020.08.18 09:25:00 -0700 Telephone: 724-3736

Department Director Signature/Date: [Signature] 8-18-2020

Deputy County Administrator Signature/Date: [Signature] 8-18-2020

County Administrator Signature/Date: [Signature] 8/19/2020
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 4, 2020

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2000101 for Aftermarket Automotive, Truck and Equipment Parts that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after August 17, 2020.

Award is recommended to the lowest, responsive and responsible bidders, which will share an annual award amount of \$401,500.00 (including sales tax).

AWARDEE NAMES

BID AMOUNT

Elliot Auto Supply Co Inc.
dba Factory Motor Parts

\$331,859.01

Green Valley – Marana Auto Supply
dba Napa Marana

\$334,195.60

OTHER RESPONDENT NAMES

BID AMOUNT

Autozone Parts, Inc.

\$338,421.25

Merles Automotive Supply

\$340,698.07

Auto Safety House

\$402,944.31

O'Rielly Chevrolet

\$459,108.09*

AAPAK

Non-Responsive

*Bid amount includes corrections.

Issued by: Maricruz Lopez, Procurement Officer

Telephone Number: 520-724-3736

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

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

AW



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2100000000000000035

MA Version: 1

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Description: Aftermarket Automotive, Truck and Equipment Parts

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701 Issued By: MARICRUZ LOPEZ Phone: 5207248161 Email: maricruz.lopez@pima.gov
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T E R M S	Initiation Date: 09-15-2020 Expiration Date: 09-14-2021 <table><tr><td>NTE Amount:</td><td></td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:		Used Amount:	\$0.00
NTE Amount:					
Used Amount:	\$0.00				

V E N D O R	GREEN VALLEY-MARANA AUTO SUPPL DBA: NAPA AUTO PARTS PO BOX 2367 CORTARO AZ 85652	Contact: KENT CROTTS Phone: 520-682-3031 Email: kentcrotts@yahoo.com Terms: 10.00 % Days: 10
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Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$401,500.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment:	Offer Agreement

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



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Line	Description					
1	1234YF FREON R1234YF10					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$580.90			
2	12v AMBER WARNING LIGHT - 76223					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$126.96			
3	200 AMP CIRCUIT BREAKER - SGP90200					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34.10			
4	3/4" LED LIGHT - 33050R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.79			
5	3/8 CLEVIS HOOK - 61082					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.60			
6	3000 WATT POWER INVERTER - PKCOAW					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$249.99			
7	A/C COMPRESSOR - 1522303					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$384.19			
8	A/C COMPRESSOR - YCC392					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$201.96			
9	A/C COMPRESSOR - 78377					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$189.44			
10	A/C DRYER - 83232					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.38			
11	A/C DRYER - YL212					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.41			
12	A/C DRYER - 1511096					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.76			
13	AIR DRYER FILTER - 24374					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.89			
14	AIR FILTER - 46496					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.68			
15	AIR FILTER - 42487					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.64			
16	AIR FILTER - 42725					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.11			
17	AIR FILTER - 42731					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.51			
18	AIR FILTER - 42803					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34.80			
19	AIR FILTER - 42808					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.52			



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Line	Description					
20	AIR FILTER - 42809 Discount 0.0000 %	UOM EA	Unit Price \$33.31	Stock Code	VPN	MPN
21	AIR FILTER - 42812 Discount 0.0000 %	UOM EA	Unit Price \$53.11	Stock Code	VPN	MPN
22	AIR FILTER - 42941 Discount 0.0000 %	UOM EA	Unit Price \$38.34	Stock Code	VPN	MPN
23	AIR FILTER - 46458 Discount 0.0000 %	UOM EA	Unit Price \$47.79	Stock Code	VPN	MPN
24	AIR FILTER - 46562 Discount 0.0000 %	UOM EA	Unit Price \$18.43	Stock Code	VPN	MPN
25	AIR FILTER - 46617 Discount 0.0000 %	UOM EA	Unit Price \$41.15	Stock Code	VPN	MPN
26	AIR FILTER - 46744 Discount 0.0000 %	UOM EA	Unit Price \$21.57	Stock Code	VPN	MPN
27	AIR FILTER - 46836 Discount 0.0000 %	UOM EA	Unit Price \$28.32	Stock Code	VPN	MPN
28	AIR FILTER - 46870 Discount 0.0000 %	UOM EA	Unit Price \$30.49	Stock Code	VPN	MPN
29	AIR FILTER - 49088 Discount 0.0000 %	UOM EA	Unit Price \$37.74	Stock Code	VPN	MPN
30	AIR FILTER - 46981 Discount 0.0000 %	UOM EA	Unit Price \$9.60	Stock Code	VPN	MPN
31	AIR FILTER - 49082 Discount 0.0000 %	UOM EA	Unit Price \$8.82	Stock Code	VPN	MPN
32	AIR FILTER - 49262 Discount 0.0000 %	UOM EA	Unit Price \$10.95	Stock Code	VPN	MPN
33	AIR FILTER - 49288 Discount 0.0000 %	UOM EA	Unit Price \$14.16	Stock Code	VPN	MPN
34	AIR FILTER - 42330 Discount 0.0000 %	UOM EA	Unit Price \$20.96	Stock Code	VPN	MPN
35	AIR FILTER - 42331 Discount 0.0000 %	UOM EA	Unit Price \$12.74	Stock Code	VPN	MPN
36	AIR FILTER - 49636 Discount 0.0000 %	UOM EA	Unit Price \$41.96	Stock Code	VPN	MPN
37	AIR FILTER - 49886 Discount 0.0000 %	UOM EA	Unit Price \$33.58	Stock Code	VPN	MPN
38	AIR FILTER - WA10039 Discount 0.0000 %	UOM EA	Unit Price \$8.83	Stock Code	VPN	MPN



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39	AXLE SHAFT- GM8228					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$57.12			
40	BALL JOINT- K500007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.38			
41	BEARING - 513067					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.04			
42	BELT - 5030335					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.29			
43	BELT - 5040378					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.68			
44	BELT - 5060923					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.90			
45	BELT - 5060935					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.01			
46	BELT - 5061080					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.28			
47	BELT - E040357					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.19			
48	BRAKE CALIPER - 14166051					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.79			
49	BRAKE CALIPER - 14166052					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.79			
50	BRAKE PADS - 10511610					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
51	BRAKE PADS - 10511640					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
52	BRAKE PADS - 10513630					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
53	BRAKE PADS - 10608980					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
54	BRAKE PADS - 10610660					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.37			
55	BRAKE PADS - 10611590					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
56	BRAKE PADS - 10612730					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
57	BRAKE PADS - 10613340					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			



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58	BRAKE PADS - 10614140					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.99			
59	BRAKE PADS - 10615650					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.99			
60	BRAKE QUIET - BG860					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.49			
61	BRAKE ROTOR - 12066057					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.11			
62	BRAKE ROTOR - 12061072					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.75			
63	BRAKE ROTOR - 12061073					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.14			
64	BRAKE ROTOR - 12065119					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.79			
65	BRAKE ROTOR - 12066065					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.06			
66	BRAKE ROTOR - 12067053					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34.60			
67	BRAKE ROTOR - 12067054					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.22			
68	BRAKE ROTOR - 12065080					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$54.64			
69	BRAKE SHOES - 11109600					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.88			
70	BULB - 1157					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.27			
71	BULB - 9005					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.58			
72	BULB - 9006					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.58			
73	BULB - 9008					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.64			
74	BULB - H11					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.78			
75	CABIN FILTER - 24191					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.97			
76	CABIN FILTER - 24211					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.15			



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77	CABIN FILTER - 24316					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.02			
78	CABIN FILTER - 24367					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.06			
79	CABIN FILTER - 24419					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.40			
80	CABIN FILTER - 24483					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.06			
81	CABIN FILTER - 24780					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.99			
82	CONTROL ARM - 524075					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$53.94			
83	COOLANT FILTER - 24088					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34.40			
84	CRANKCASE FILTER - 904418					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$64.99			
85	DC SOLENOID - 24213BX					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$48.65			
86	DOOR HANDLE - 81701					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.00			
87	DOOR HANDLE - 81702					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.52			
88	EXHAUST FLANGE AND NUT - 03133					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.36			
89	EXHAUST GASKET - 61323					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.09			
90	EXHAUST GASKET - 61089					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.35			
91	EXPANSION VALVE - YG834					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.04			
92	EXPANSION VALVE - YG433					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13.40			
93	EXPANSION VALVE - 1551317					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.59			
94	FLAT BLACK SPRAY PAINT - 51602					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.99			
95	FLAT WHITE SPRAY PAINT - 51502					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.69			



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Line	Description					
96	FUEL FILTER - 33007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.70			
97	FUEL FILTER - 33031					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.98			
98	FUEL FILTER - 33032					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.89			
99	FUEL FILTER - 33033					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.26			
100	FUEL FILTER - 33440					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.41			
101	FUEL FILTER - 33813					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.95			
102	FUEL PUMP - FG2244					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$395.00			
103	FUEL PUMP - SP2520M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$208.12			
104	GLOSS BLACK SPRAY PAINT - 51601					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.99			
105	GLOSS WHITE SPRAY PAINT - 51501					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.99			
106	HI-TEMP GREASE - JT6HT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.89			
107	HUB BEARING ASSEMBLY - FW435					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$125.05			
108	HUB BEARING ASSEMBLY - 29515159					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$110.34			
109	IDLER PULLEY - 89006					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.67			
110	IGNITION WIRE SET - 6718062					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$47.85			
111	IGNITION WIRE SET - 6716083					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.15			
112	IGNITION WIRE SET - 6718187					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$51.71			
113	KOOL CUSHION - 231805					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.49			
114	LED LIGHT - 44222R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$54.06			



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Line	Description					
115	LICENSE PLATE LIGHT HOUSING - 68163					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.32			
116	LICENSE PLATE LIGHT HOUSING - 68168					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.28			
117	LIFT SUPPORT - 900207					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19.99			
118	LUG NUT - 611236					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.20			
119	LUG NUT - 611303					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.99			
120	LUG NUT - 611199					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.93			
121	MIRROR - 8137049					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26.99			
122	OIL FILTER - 51494					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26.68			
123	OIL FILTER - 51495					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22.24			
124	OIL FILTER - 51748					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19.27			
125	OIL FILTER - 51791					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.50			
126	OIL FILTER - 51971					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.43			
127	OIL FILTER - 57082					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.30			
128	OIL FILTER - 57213					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.44			
129	OIL FILTER - 57909					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.92			
130	OIL FILTER - WL10181					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.17			
131	OIL PRESSURE SWITCH - PS508					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35.95			
132	PB BLASTER - 16PB					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.22			
133	PIGTAIL - 68580					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.99			



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Line	Description					
172	WIPER BLADE - A15M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.32			
173	WIPER BLADE - A17M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.56			
174	WIPER BLADE - A18M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.74			
175	WIPER BLADE - A19M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.92			
176	WIPER BLADE - A20M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.09			
177	WIPER BLADE - A21M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.25			
178	WIPER BLADE - A22M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.25			
179	WIPER BLADE - A24M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.59			
180	WIPER BLADE - A26M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.11			
181	WIPER BLADE - A28M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.27			
182	WIPER BLADE - A16M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.49			
183	WORK LAMP - 64931					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.15			
184	WORK LAMP - 631815					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$31.21			
185	WORK LAMP LED - 63991					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$133.94			



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Line	Description					
153	SPRAY TIP - H3/8U8040					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.99			
154	STEP MOTOR - 379147/676061					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$119.99			
155	STROBE LAMP - 6570A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$175.99			
156	TAIL LAMP - 52770					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.76			
157	TIE ROD END - EV800084					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$62.07			
158	TRAILER BOX BATTERY - ES512					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.18			
159	TRAILER CONNECTOR - TCP701M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.56			
160	TRAILER CONNECTOR - TCP701F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.59			
161	TRAILER LIGHT KIT - 533DK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.73			
162	TRANSMISSION FILTER - 57740XE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.54			
163	TRANSMISSION FILTER - 57750S					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.02			
164	TRANS-X 30oz - 402032					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.06			
165	VALVE-4 WAY TOGGLE - US6028					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$40.69			
166	WARM WINCH CONTROLLER - 3354644					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$87.49			
167	WATER PUMP - WPT111					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.31			
168	WHEEL SEAL - 370003A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.53			
169	WINDOW REGULATOR - 741664					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$61.72			
170	WIPER BLADE - 3113					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.10			
171	WIPER BLADE - 3114					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.10			



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Line	Description					
134	PILLOW BLOCK - VPS220					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$98.87			
135	QUICK STRUT ASSEMBLY - 139104					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$158.71			
136	R134A FREON - R134A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$95.00			
137	RADIATOR - 13398					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$187.60			
138	RADIATOR - RAD120					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$162.00			
139	RAIN CAP 5" - WKE35910					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.03			
140	REAR AXLE KIT - 630413					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$168.19			
141	REAR WIPER BLADE - 11G					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.15			
142	REAR WIPER BLADE - 12E					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.27			
143	REAR WIPER BLADE - AR16A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.27			
144	SEALD BEAM - 4537					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.95			
145	SEAL-REAR AXLE - 4762N					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.96			
146	SPARK PLUG - 41110					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.05			
147	SPARK PLUG - 41114					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.05			
148	SPARK PLUG - 5574					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.37			
149	SPARK PLUG - 7599					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.24			
150	SPARK PLUG - 863					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.71			
151	SPOT LIGHT HANDLE - 67010101					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.99			
152	SPOTLIGHT ASSEMBLY - 2060100002					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$204.63			

Generation No. 10 2000101 Title: Aftermarket Automotive, Truck, and Equipment Parts

OFFER AGREEMENT

1. INTENT:

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Aftermarket Automotive, Truck and Equipment parts on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). **County intends to award to a Primary vendor and Secondary vendor, if available. Primary award will be to lowest, responsive, and responsible bidder. Secondary award will be to the next lowest, responsive, and responsible bidder.**

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must have been in the business of selling Aftermarket Automotive, Truck and Equipment Parts for a minimum of three (3) consecutive years including current year. <i>Attach the copy of business license/documentation with the submission of the bid.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of parts. Provide address of local facility: <u>13750 N Sandario Road Marana 85653</u> _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

4.1. Product Specifications:

- 4.1.1. **Parts.** Contractor will provide aftermarket parts for various makes and models of cars, trucks and equipment including, but not limited to, those listed in **Exhibit A – Aftermarket Automotive, Truck, and Equipment Parts List**. All parts must meet or exceed manufacturer's OEM specifications and be in new, unused condition. Remanufactured parts may be purchased at County's discretion. SDS (Safety Data Sheets) must be provided upon the request from the County.
- 4.1.2. **Brand Names.** Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for describing and/or establishing the quality, design and performance required. Any such references are not intended to limit or restrict an offer by any bidder but are only enumerated in order to advise potential bidders of the requirements of the County. Any alternative product which is equivalent or better quality, design or performance will be considered. Please do not submit an alternate product unless the item is the manufacturer's first line and is comparable to the sample item given.

4.2. Scope:

- 4.2.1. **Inventory.** Pima County has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor must maintain sufficient inventory in-stock to meet delivery requirements, as described in the "Delivery" section.
- 4.2.2. **Warranty.** Contractor will guarantee that all parts purchased include Manufacturer's warranty. Contractor must replace all defective, incorrect or missing parts within the next delivery period. The cost of transportation, unpacking, inspection, re-packing will be at the expense of the Contractor.
- 4.2.3. **Returns.** All products can be returned with no fees within twelve (12) months of purchase. Proof of will be attempted but shall not be required. Contractor shall provide credit for any parts, core returns or obsolete product with no restocking fee. A full refund (credit) shall be issued within ten (10) business days for all unused products/cores returned to the Contractor.
- 4.2.4. **Discounts.** Contractor will indicate what percentage discount off the manufacturers published price sheet will apply to purchase made by Pima County. The same discount structure shall be used to determine unit prices for the manufacturer's complete line, not just the sample provided in the group. The samples are reflective of the parts necessary however not exclusive to that manufacturer.
- 4.2.5. Contractor will notify Pima County of any special pricing or programs available from the Contractor during the special pricing/program period.
- 4.2.6. **Orders.** Delivery Order (DO) number must be printed on invoice at time of authorization. Standard payment terms are Net 30 from date the invoice received.
- 4.2.7. All pricing quoted F.O.B. destination. Do not add sales tax to any pricing. Sales tax is added to invoices as an additional line item and paid, if applicable. No additional fees (surcharges for fuel, hazardous /shop/ environment fees, etc.) will be allowed

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

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract

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

6. ACCEPTANCE OF GOODS & SERVICES:

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

7. COMPENSATION & PAYMENT:

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

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

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

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

UNIT PRICES – Refer to Exhibit A: Aftermarket Automotive, Truck, and Equipment Parts List.

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

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

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)
www.napaprolink.com			
user ID: pimacountymarana			
password:pima6430			Lists all equal

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

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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

Optional Early Payment Discount Percent: 1 % if payment tendered within 10 Days as indicated above.

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

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

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

8. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

Delivery may be at any Pima County location within a forty-mile radius of Pima County Fleet Services, 1291 S. Mission Road, Tucson, 85713.

- 8.1. Jobs-in-progress (Pima County equipment torn down and awaiting parts): Contractor stock items(s) deliveries must be within two (2) business hours from time of order by Pima County.
- 8.2. Pima County Inventory Stock Order: Stock order deliveries shall be made within eight (8) hours (one business day) of order placement.
- 8.3. Pima County Non-Stock Order: Non-stock items(s), deliveries shall be made within sixteen (16) hours (two business days) from the time the order is placed unless Pima County has been notified and other arrangements have been made.
- 8.4. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

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

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance,

license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2000101 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

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

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

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

Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

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

Additional Insurance Requirements:

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

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

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

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

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.

Verification of Coverage:

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

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

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

12. PERFORMANCE BOND:

Not applicable.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
None					

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

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

If Yes, have you included your certification document? Yes ☐ No ☒
(select one)

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

15. **BID/OFFER CERTIFICATION:**

CONTRACTOR LEGAL NAME: Green Valley - Marana Auto Supply

BUSINESS ALSO KNOWN AS: Napa Marana

MAILING ADDRESS: Po Box 2367

CITY/STATE/ZIP: Cortaro AZ 85652

REMIT TO ADDRESS: PO Box 2367

CITY/STATE/ZIP: Cortaro, AZ 85652

CONTACT PERSON NAME/TITLE: Kent Crotts

PHONE: 520-909-2504 **FAX:** 520-682-9448


CONTACT PERSON EMAIL ADDRESS: kentcrotts@gmail.com

EMAIL ADDRESS FOR ORDERS & CONTRACTS: kentcrotts@gmail.com

CORPORATE HEADQUARTERS ADDRESS: 13750 N Sandario Road

WEBSITE: www.napaprolink.com

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

SIGNATURE:  **DATE:** 7-20-20

Kent A. Crotts
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-682-3031 kentcrotts@gmail.com

County Attorney Contract Approval "As to Form".

PIMA COUNTY STANDARD TERMS AND CONDITIONS

1. OPENING:

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

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

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

8. **WARRANTY:**

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

9. **QUANTITY:**

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

10. **PACKING:**

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

11. **DELIVERY:**

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

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

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

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

12. **SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. **INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. **SHIPPING TERMS:**

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

15. **PAYMENT TERMS:**

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

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

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising

out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

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

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

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. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITION

Parts

Exhibit A: Aftermarket Automotive, Truck, and Equipment Parts List**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	PART/MODEL NUMBER	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	1234YF FREON	R1234YF10	20	EA	\$ 580.90	\$ 11,618.00
2	12v AMBER WARNING LIGHT	76223	12	EA	\$ 126.96	\$ 1,523.52
3	200 AMP CIRCUIT BREAKER	SGP90200	12	EA	\$ 34.10	\$ 409.20
4	3/4" LED LIGHT	33050R	26	EA	\$ 10.79	\$ 280.54
5	3/8 CLEVIS HOOK	61082	20	EA	\$ 12.60	\$ 252.00
6	3000 WATT POWER INVERTER	PKC0AW	12	EA	\$ 249.99	\$ 2,999.88
7	A/C COMPRESSOR	1522303	18	EA	\$ 384.19	\$ 6,915.42
8	A/C COMPRESSOR	YCC392	18	EA	\$ 201.96	\$ 3,635.28
9	A/C COMPRESSOR	78377	36	EA	\$ 189.44	\$ 6,819.84
10	A/C DRYER	83232	18	EA	\$ 20.38	\$ 366.84
11	A/C DRYER	YL212	12	EA	\$ 21.41	\$ 256.92
12	A/C DRYER	1511096	12	EA	\$ 24.76	\$ 297.12
13	AIR DRYER FILTER	24374	18	EA	\$ 24.89	\$ 448.02
14	AIR FILTER	46496	15	EA	\$ 21.68	\$ 325.20
15	AIR FILTER	42487	900	EA	\$ 8.64	\$ 7,776.00
16	AIR FILTER	42725	32	EA	\$ 10.11	\$ 323.52
17	AIR FILTER	42731	20	EA	\$ 30.51	\$ 610.20
18	AIR FILTER	42803	16	EA	\$ 34.80	\$ 556.80
19	AIR FILTER	42808	28	EA	\$ 36.52	\$ 1,022.56
20	AIR FILTER	42809	16	EA	\$ 33.31	\$ 532.96
21	AIR FILTER	42812	60	EA	\$ 53.11	\$ 3,186.60
22	AIR FILTER	42941	18	EA	\$ 38.34	\$ 690.12
23	AIR FILTER	46458	20	EA	\$ 47.79	\$ 955.80
24	AIR FILTER	46562	24	EA	\$ 18.43	\$ 442.32
25	AIR FILTER	46617	20	EA	\$ 41.15	\$ 823.00
26	AIR FILTER	46744	20	EA	\$ 21.57	\$ 431.40
27	AIR FILTER	46836	24	EA	\$ 28.32	\$ 679.68
28	AIR FILTER	46870	24	EA	\$ 30.49	\$ 731.76
29	AIR FILTER	49088	18	EA	\$ 37.74	\$ 679.32
30	AIR FILTER	46981	36	EA	\$ 9.60	\$ 345.60
31	AIR FILTER	49082	65	EA	\$ 8.82	\$ 573.30
32	AIR FILTER	49262	18	EA	\$ 10.95	\$ 197.10
33	AIR FILTER	49288	48	EA	\$ 14.16	\$ 679.68
34	AIR FILTER	42330	24	EA	\$ 20.96	\$ 503.04
35	AIR FILTER	42331	245	EA	\$ 12.74	\$ 3,121.30
36	AIR FILTER	49636	36	EA	\$ 41.96	\$ 1,510.56
37	AIR FILTER	49886	46	EA	\$ 33.58	\$ 1,544.68
38	AIR FILTER	WA10039	36	EA	\$ 8.83	\$ 317.88
39	AXLE SHAFT	GM8228	36	EA	\$ 57.12	\$ 2,056.32
40	BALL JOINT	K500007	48	EA	\$ 24.38	\$ 1,170.24
41	BEARING	513067	36	EA	\$ 21.04	\$ 757.44
42	BELT	5030335	24	EA	\$ 13.29	\$ 318.96
43	BELT	5040378	36	EA	\$ 17.68	\$ 636.48
44	BELT	5060923	48	EA	\$ 27.90	\$ 1,339.20
45	BELT	5060935	100	EA	\$ 23.01	\$ 2,301.00
46	BELT	5061080	36	EA	\$ 27.28	\$ 982.08
47	BELT	E040357	60	EA	\$ 18.19	\$ 1,091.40
48	BRAKE CALIPER	14166051	36	EA	\$ 49.79	\$ 1,792.44
49	BRAKE CALIPER	14166052	24	EA	\$ 49.79	\$ 1,194.96

Parts

50	BRAKE PADS	10511610	48	EA	\$	29.99	\$	1,439.52
51	BRAKE PADS	10511640	60	EA	\$	29.99	\$	1,799.40
52	BRAKE PADS	10513630	50	EA	\$	29.99	\$	1,499.50
53	BRAKE PADS	10608980	36	EA	\$	29.99	\$	1,079.64
54	BRAKE PADS	10610660	24	EA	\$	49.37	\$	1,184.88
55	BRAKE PADS	10611590	30	EA	\$	29.99	\$	899.70
56	BRAKE PADS	10612730	40	EA	\$	29.99	\$	1,199.60
57	BRAKE PADS	10613340	48	EA	\$	29.99	\$	1,439.52
58	BRAKE PADS	10614140	30	EA	\$	9.99	\$	299.70
59	BRAKE PADS	10615650	36	EA	\$	29.99	\$	1,079.64
60	BRAKE QUIET	BG860	60	EA	\$	8.49	\$	509.40
61	BRAKE ROTOR	12066057	350	EA	\$	41.11	\$	14,388.50
62	BRAKE ROTOR	12061072	24	EA	\$	41.75	\$	1,002.00
63	BRAKE ROTOR	12061073	18	EA	\$	21.14	\$	380.52
64	BRAKE ROTOR	12065119	18	EA	\$	49.79	\$	896.22
65	BRAKE ROTOR	12066065	140	EA	\$	45.06	\$	6,308.40
66	BRAKE ROTOR	12067053	12	EA	\$	34.60	\$	415.20
67	BRAKE ROTOR	12067054	16	EA	\$	30.22	\$	483.52
68	BRAKE ROTOR	12065080	18	EA	\$	54.64	\$	983.52
69	BRAKE SHOES	11109600	16	EA	\$	41.88	\$	670.08
70	BULB	1157	120	EA	\$	0.27	\$	32.40
71	BULB	9005	16	EA	\$	2.58	\$	41.28
72	BULB	9006	24	EA	\$	2.58	\$	61.92
73	BULB	9008	36	EA	\$	9.64	\$	347.04
74	BULB	H11	170	EA	\$	8.78	\$	1,492.60
75	CABIN FILTER	24191	32	EA	\$	12.97	\$	415.04
76	CABIN FILTER	24211	18	EA	\$	11.15	\$	200.70
77	CABIN FILTER	24316	24	EA	\$	11.02	\$	264.48
78	CABIN FILTER	24367	50	EA	\$	6.06	\$	303.00
79	CABIN FILTER	24419	16	EA	\$	6.40	\$	102.40
80	CABIN FILTER	24483	24	EA	\$	5.06	\$	121.44
81	CABIN FILTER	24780	36	EA	\$	5.99	\$	215.64
82	CONTROL ARM	524075	36	EA	\$	53.94	\$	1,941.84
83	COOLANT FILTER	24088	36	EA	\$	34.40	\$	1,238.40
84	CRANKCASE FILTER	904418	24	EA	\$	64.99	\$	1,559.76
85	DC SOLENOID	24213BX	36	EA	\$	48.65	\$	1,751.40
86	DOOR HANDLE	81701	24	EA	\$	37.00	\$	888.00
87	DOOR HANDLE	81702	36	EA	\$	28.52	\$	1,026.72
88	EXHAUST FLANGE AND NUT	03133	34	EA	\$	9.36	\$	318.24
89	EXHAUST GASKET	61323	100	EA	\$	5.09	\$	509.00
90	EXHAUST GASKET	61089	100	EA	\$	5.35	\$	535.00
91	EXPANSION VALVE	YG834	18	EA	\$	23.04	\$	414.72
92	EXPANSION VALVE	YG433	18	EA	\$	13.40	\$	241.20
93	EXPANSION VALVE	1551317	18	EA	\$	18.59	\$	334.62
94	FLAT BLACK SPRAY PAINT	51602	20	EA	\$	4.99	\$	99.80
95	FLAT WHITE SPRAY PAINT	51502	36	EA	\$	6.69	\$	240.84
96	FUEL FILTER	33007	12	EA	\$	1.70	\$	20.40
97	FUEL FILTER	33031	24	EA	\$	1.98	\$	47.52
98	FUEL FILTER	33032	36	EA	\$	1.89	\$	68.04
99	FUEL FILTER	33033	30	EA	\$	2.26	\$	67.80
100	FUEL FILTER	33440	36	EA	\$	7.41	\$	266.76
101	FUEL FILTER	33813	24	EA	\$	16.95	\$	406.80
102	FUEL PUMP	FG2244	60	EA	\$	395.00	\$	23,700.00
103	FUEL PUMP	SP2520M	60	EA	\$	208.12	\$	12,487.20
104	GLOSS BLACK SPRAY PAINT	51601	36	EA	\$	4.99	\$	179.64
105	GLOSS WHITE SPRAY PAINT	51501	36	EA	\$	4.99	\$	179.64
106	HI-TEMP GREASE	JT6HT	75	EA	\$	4.89	\$	366.75
107	HUB BEARING ASSEMBLY	FW435	30	EA	\$	125.05	\$	3,751.50

Parts

108	HUB BEARING ASSEMBLY	29515159	60	EA	\$	110.34	\$	6,620.40
109	IDLER PULLEY	89006	15	EA	\$	16.67	\$	250.05
110	IGNITION WIRE SET	6718062	18	EA	\$	47.85	\$	861.30
111	IGNITION WIRE SET	6716083	222	EA	\$	23.15	\$	5,139.30
112	IGNITION WIRE SET	6718187	12	EA	\$	51.71	\$	620.52
113	KOOL CUSHION	231805	10	EA	\$	17.49	\$	174.90
114	LED LIGHT	44222R	12	EA	\$	54.06	\$	648.72
115	LICENSE PLATE LIGHT HOUSING	68163	12	EA	\$	7.32	\$	87.84
116	LICENSE PLATE LIGHT HOUSING	68168	10	EA	\$	10.28	\$	102.80
117	LIFT SUPPORT	900207	10	EA	\$	19.99	\$	199.90
118	LUG NUT	611236	12	EA	\$	3.20	\$	38.40
119	LUG NUT	611303	200	EA	\$	4.99	\$	998.00
120	LUG NUT	611199	200	EA	\$	0.93	\$	186.00
121	MIRROR	8137049	15	EA	\$	26.99	\$	404.85
122	OIL FILTER	51494	24	EA	\$	26.68	\$	640.32
123	OIL FILTER	51495	24	EA	\$	22.24	\$	533.76
124	OIL FILTER	51748	40	EA	\$	19.27	\$	770.80
125	OIL FILTER	51791	36	EA	\$	5.50	\$	198.00
126	OIL FILTER	51971	65	EA	\$	8.43	\$	547.95
127	OIL FILTER	57082	50	EA	\$	3.30	\$	165.00
128	OIL FILTER	57213	12	EA	\$	12.44	\$	149.28
129	OIL FILTER	57909	15	EA	\$	17.92	\$	268.80
130	OIL FILTER	WL10181	12	EA	\$	11.17	\$	134.04
131	OIL PRESSURE SWITCH	PS508	20	EA	\$	35.95	\$	719.00
132	PB BLASTER	16PB	30	EA	\$	5.22	\$	156.60
133	PIGTAIL	68580	16	EA	\$	12.99	\$	207.84
134	PILLOW BLOCK	VPS220	12	EA	\$	98.87	\$	1,186.44
135	QUICK STRUT ASSEMBLY	139104	12	EA	\$	158.71	\$	1,904.52
136	R134A FREON	R134A	35	EA	\$	95.00	\$	3,325.00
137	RADIATOR	13398	75	EA	\$	187.60	\$	14,070.00
138	RADIATOR	RAD120	75	EA	\$	162.00	\$	12,150.00
139	RAIN CAP 5"	WKE35910	15	EA	\$	16.03	\$	240.45
140	REAR AXLE KIT	630413	10	EA	\$	168.19	\$	1,681.90
141	REAR WIPER BLADE	11G	25	EA	\$	8.15	\$	203.75
142	REAR WIPER BLADE	12E	150	EA	\$	6.27	\$	940.50
143	REAR WIPER BLADE	AR16A	50	EA	\$	627.00	\$	31,350.00
144	SEALD BEAM	4537	80	EA	\$	9.95	\$	796.00
145	SEAL-REAR AXLE	4762N	16	EA	\$	6.96	\$	111.36
146	SPARK PLUG	41110	300	EA	\$	7.05	\$	2,115.00
147	SPARK PLUG	41114	150	EA	\$	7.05	\$	1,057.50
148	SPARK PLUG	5574	25	EA	\$	2.37	\$	59.25
149	SPARK PLUG	7599	18	EA	\$	3.24	\$	58.32
150	SPARK PLUG	863	25	EA	\$	1.71	\$	42.75
151	SPOT LIGHT HANDLE	67010101	24	EA	\$	37.99	\$	911.76
152	SPOTLIGHT ASSEMBLY	2060100002	12	EA	\$	204.63	\$	2,455.56
153	SPRAY TIP	H3/8U8040	24	EA	\$	45.99	\$	1,103.76
154	STEP MOTOR	379147/676061	10	EA	\$	119.99	\$	1,199.90
155	STROBE LAMP	6570A	18	EA	\$	175.99	\$	3,167.82
156	TAIL LAMP	52770	80	EA	\$	6.76	\$	540.80
157	TIE ROD END	EV800084	36	EA	\$	62.07	\$	2,234.52
158	TRAILER BOX BATTERY	ES512	48	EA	\$	28.18	\$	1,352.64
159	TRAILER CONNECTOR	TCP701M	40	EA	\$	7.56	\$	302.40
160	TRAILER CONNECTOR	TCP701F	32	EA	\$	8.59	\$	274.88
161	TRAILER LIGHT KIT	533DK	20	EA	\$	36.73	\$	734.60
162	TRANSMISSION FILTER	57740XE	60	EA	\$	41.54	\$	2,492.40
163	TRANSMISSION FILTER	57750S	28	EA	\$	8.02	\$	224.56
164	TRANS-X 30oz	402032	18	EA	\$	9.06	\$	163.08
165	VALVE-4 WAY TOGGLE	US6028	18	EA	\$	40.69	\$	732.42

Parts

166	WARM WINCH CONTROLLER	3354644	24	EA	\$	87.49	\$	2,099.76
167	WATER PUMP	WPT111	12	EA	\$	29.31	\$	351.72
168	WHEEL SEAL	370003A	50	EA	\$	37.53	\$	1,876.50
169	WINDOW REGULATOR	741664	48	EA	\$	61.72	\$	2,962.56
170	WIPER BLADE	3113	40	EA	\$	3.10	\$	124.00
171	WIPER BLADE	3114	60	EA	\$	3.10	\$	186.00
172	WIPER BLADE	A15M	120	EA	\$	7.32	\$	878.40
173	WIPER BLADE	A17M	80	EA	\$	7.56	\$	604.80
174	WIPER BLADE	A18M	220	EA	\$	7.74	\$	1,702.80
175	WIPER BLADE	A19M	125	EA	\$	7.92	\$	990.00
176	WIPER BLADE	A20M	400	EA	\$	8.09	\$	3,236.00
177	WIPER BLADE	A21M	100	EA	\$	8.25	\$	825.00
178	WIPER BLADE	A22M	2800	EA	\$	8.25	\$	23,100.00
179	WIPER BLADE	A24M	150	EA	\$	8.59	\$	1,288.50
180	WIPER BLADE	A26M	600	EA	\$	9.11	\$	5,466.00
181	WIPER BLADE	A28M	150	EA	\$	9.27	\$	1,390.50
182	WIPER BLADE	A16M	70	EA	\$	7.49	\$	524.30
183	WORK LAMP	64931	12	EA	\$	12.15	\$	145.80
184	WORK LAMP	631815	32	EA	\$	31.21	\$	998.72
185	WORK LAMP LED	63991	24	EA	\$	133.94	\$	3,214.56
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.							TOTAL BID	\$ 334,195.60

DISCOUNT:

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. **The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.**

Manufacturer Name: _____ Discount: _____

Manufacturer Name: _____ Discount: _____

Manufacturer Name: _____ Discount: _____

Manufacturer Name: _____ Discount: _____

Price checks at : www.napaprolink.com user: pimacountymarana
password: pima6430



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2100000000000000035

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Description: Aftermarket Automotive, Truck and Equipment Parts

I	Pima County Procurement Department
S	130 W. Congress St. 3rd Fl
S	Tucson AZ 85701
U	Issued By: MARICRUZ LOPEZ
E	Phone: 5207248161
R	Email: maricruz.lopez@pima.gov

T	Initiation Date: 09-15-2020
E	Expiration Date: 09-14-2021
R	
M	NTE Amount:
S	Used Amount: \$0.00

V	Elliott Auto Supply Co Inc	Contact:	Bill Litzau
E	DBA: Factory Motor Parts	Phone:	602-451-8728
N	580 W Ventura St	Email:	g.litzau@fmpco.com
D	Tucson AZ 85705	Terms:	0.00 %
O		Days:	30
R			

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$401,500.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

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



MASTER AGREEMENT DETAILS

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Line	Description					
1	1234YF FREON - R1234YF10					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$583.10			
2	12v AMBER WARNING LIGHT - 76223					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$75.74			
3	200 AMP CIRCUIT BREAKER - SGP90200					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$43.75			
4	3/4" LED LIGHT - 33050R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.43			
5	3/8 CLEVIS HOOK - 61082					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.24			
6	3000 WATT POWER INVERTER - PKC0AW					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$499.99			
7	A/C COMPRESSOR - 1522303					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$228.37			
8	A/C COMPRESSOR - YCC392					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$258.70			
9	A/C COMPRESSOR - 78377					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$155.18			
10	A/C DRYER - 83232					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19.31			
11	A/C DRYER - YL212					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26.18			
12	A/C DRYER - 1511096					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12.41			
13	AIR DRYER FILTER - 24374					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.02			
14	AIR FILTER - 46496					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.05			
15	AIR FILTER - 42487					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.91			
16	AIR FILTER - 42725					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9.26			
17	AIR FILTER - 42731					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.22			
18	AIR FILTER - 42803					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$32.19			
19	AIR FILTER - 42808					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$33.79			



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Line	Description					
20	AIR FILTER - 42809 Discount 0.0000 %	UOM EA	Unit Price \$30.81	Stock Code	VPN	MPN
21	AIR FILTER - 42812 Discount 0.0000 %	UOM EA	Unit Price \$49.13	Stock Code	VPN	MPN
22	AIR FILTER - 42941 Discount 0.0000 %	UOM EA	Unit Price \$35.47	Stock Code	VPN	MPN
23	AIR FILTER - 46458 Discount 0.0000 %	UOM EA	Unit Price \$44.20	Stock Code	VPN	MPN
24	AIR FILTER - 46562 Discount 0.0000 %	UOM EA	Unit Price \$17.05	Stock Code	VPN	MPN
25	AIR FILTER - 46617 Discount 0.0000 %	UOM EA	Unit Price \$38.07	Stock Code	VPN	MPN
26	AIR FILTER - 46744 Discount 0.0000 %	UOM EA	Unit Price \$19.95	Stock Code	VPN	MPN
27	AIR FILTER - 46836 Discount 0.0000 %	UOM EA	Unit Price \$26.19	Stock Code	VPN	MPN
28	AIR FILTER - 46870 Discount 0.0000 %	UOM EA	Unit Price \$28.20	Stock Code	VPN	MPN
29	AIR FILTER - 49088 Discount 0.0000 %	UOM EA	Unit Price \$34.91	Stock Code	VPN	MPN
30	AIR FILTER - 46981 Discount 0.0000 %	UOM EA	Unit Price \$8.88	Stock Code	VPN	MPN
31	AIR FILTER - 49082 Discount 0.0000 %	UOM EA	Unit Price \$8.16	Stock Code	VPN	MPN
32	AIR FILTER - 49262 Discount 0.0000 %	UOM EA	Unit Price \$10.13	Stock Code	VPN	MPN
33	AIR FILTER - 49288 Discount 0.0000 %	UOM EA	Unit Price \$12.97	Stock Code	VPN	MPN
34	AIR FILTER - 42330 Discount 0.0000 %	UOM EA	Unit Price \$19.39	Stock Code	VPN	MPN
35	AIR FILTER - 42331 Discount 0.0000 %	UOM EA	Unit Price \$11.79	Stock Code	VPN	MPN
36	AIR FILTER - 49636 Discount 0.0000 %	UOM EA	Unit Price \$38.82	Stock Code	VPN	MPN
37	AIR FILTER - 49886 Discount 0.0000 %	UOM EA	Unit Price \$31.06	Stock Code	VPN	MPN
38	AIR FILTER - WA10039 Discount 0.0000 %	UOM EA	Unit Price \$8.09	Stock Code	VPN	MPN



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Line	Description					
39	AXLE SHAFT - GM8228					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$68.15			
40	BALL JOINT - K500007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.31			
41	BEARING - 513067					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.77			
42	BELT - 5030335					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.98			
43	BELT - 5040378					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.58			
44	BELT - 5060923					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.58			
45	BELT - 5060935					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.34			
46	BELT - 5061080					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.08			
47	BELT - E040357					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.59			
48	BRAKE CALIPER - 14166051					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$48.80			
49	BRAKE CALIPER - 14166052					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$48.80			
50	BRAKE PADS - 10511610					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$32.80			
51	BRAKE PADS - 10511640					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.64			
52	BRAKE PADS - 10513630					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$49.77			
53	BRAKE PADS - 10608980					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$41.58			
54	BRAKE PADS - 10610660					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$71.61			
55	BRAKE PADS - 10611590					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$48.48			
56	BRAKE PADS - 10612730					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.85			
57	BRAKE PADS - 10613340					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$52.75			



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Line	Description					
58	BRAKE PADS - 10614140 Discount 0.0000 %	UOM EA	Unit Price \$65.94	Stock Code	VPN	MPN
59	BRAKE PADS - 10615650 Discount 0.0000 %	UOM EA	Unit Price \$61.32	Stock Code	VPN	MPN
60	BRAKE QUIET - BG860 Discount 0.0000 %	UOM EA	Unit Price \$13.63	Stock Code	VPN	MPN
61	BRAKE ROTOR - 12066057 Discount 0.0000 %	UOM EA	Unit Price \$54.67	Stock Code	VPN	MPN
62	BRAKE ROTOR - 12061072 Discount 0.0000 %	UOM EA	Unit Price \$51.70	Stock Code	VPN	MPN
63	BRAKE ROTOR - 12061073 Discount 0.0000 %	UOM EA	Unit Price \$37.10	Stock Code	VPN	MPN
64	BRAKE ROTOR - 12065119 Discount 0.0000 %	UOM EA	Unit Price \$63.35	Stock Code	VPN	MPN
65	BRAKE ROTOR - 12066065 Discount 0.0000 %	UOM EA	Unit Price \$51.77	Stock Code	VPN	MPN
66	BRAKE ROTOR - 12067053 Discount 0.0000 %	UOM EA	Unit Price \$56.00	Stock Code	VPN	MPN
67	BRAKE ROTOR - 12067054 Discount 0.0000 %	UOM EA	Unit Price \$55.58	Stock Code	VPN	MPN
68	BRAKE ROTOR - 12065080 Discount 0.0000 %	UOM EA	Unit Price \$79.38	Stock Code	VPN	MPN
69	BRAKE SHOES - 11109600 Discount 0.0000 %	UOM EA	Unit Price \$35.32	Stock Code	VPN	MPN
70	BULB - 1157 Discount 0.0000 %	UOM EA	Unit Price \$0.32	Stock Code	VPN	MPN
71	BULB - 9005 Discount 0.0000 %	UOM EA	Unit Price \$4.15	Stock Code	VPN	MPN
72	BULB - 9006 Discount 0.0000 %	UOM EA	Unit Price \$4.37	Stock Code	VPN	MPN
73	BULB - 9008 Discount 0.0000 %	UOM EA	Unit Price \$10.78	Stock Code	VPN	MPN
74	BULB - H11 Discount 0.0000 %	UOM EA	Unit Price \$8.17	Stock Code	VPN	MPN
75	CABIN FILTER - 24191 Discount 0.0000 %	UOM EA	Unit Price \$11.88	Stock Code	VPN	MPN
76	CABIN FILTER - 24211 Discount 0.0000 %	UOM EA	Unit Price \$10.21	Stock Code	VPN	MPN



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Line	Description					
77	CABIN FILTER - 24316					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.19			
78	CABIN FILTER - 24367					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.55			
79	CABIN FILTER - 24419					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.87			
80	CABIN FILTER - 24483					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.63			
81	CABIN FILTER - 24780					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.48			
82	CONTROL ARM - 524075					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$66.72			
83	COOLANT FILTER - 24088					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$31.82			
84	CRANKCASE FILTER - 904418					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$71.93			
85	DC SOLENOID - 24213BX					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.52			
86	DOOR HANDLE - 81701					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.13			
87	DOOR HANDLE - 81702					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36.13			
88	EXHAUST FLANGE AND NUT - 03133					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.11			
89	EXHAUST GASKET - 61323					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.33			
90	EXHAUST GASKET - 61089					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.54			
91	EXPANSION VALVE - YG834					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.03			
92	EXPANSION VALVE - YG433					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.41			
93	EXPANSION VALVE - 1551317					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.41			
94	FLAT BLACK SPRAY PAINT - 51602					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.06			
95	FLAT WHITE SPRAY PAINT - 51502					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.06			



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96	FUEL FILTER - 33007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.55			
97	FUEL FILTER - 33031					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.84			
98	FUEL FILTER - 33032					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.73			
99	FUEL FILTER - 33033					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.07			
100	FUEL FILTER - 33440					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.46			
101	FUEL FILTER - 33813					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.68			
102	FUEL PUMP - FG2244					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$408.97			
103	FUEL PUMP - SP2520M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$282.12			
104	GLOSS BLACK SPRAY PAINT - 51601					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.07			
105	GLOSS WHITE SPRAY PAINT - 51501					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.07			
106	HI-TEMP GREASE - JT6HT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.15			
107	HUB BEARING ASSEMBLY - FW435					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$148.47			
108	HUB BEARING ASSEMBLY - 29515159					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$189.33			
109	IDLER PULLEY - 89006					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15.37			
110	IGNITION WIRE SET - 6718062					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$42.96			
111	IGNITION WIRE SET - 6716083					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34.52			
112	IGNITION WIRE SET - 6718187					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$46.36			
113	KOOL CUSHION - 231805					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.74			
114	LED LIGHT - 44222R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$62.75			



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115	LICENSE PLATE LIGHT HOUSING - 68163					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.79			
116	LICENSE PLATE LIGHT HOUSING - 68168					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.14			
117	LIFT SUPPORT - 900207					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$17.02			
118	LUG NUT - 611236					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.44			
119	LUG NUT - 611303					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.05			
120	LUG NUT - 611199					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.38			
121	MIRROR - 8137049					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$33.74			
122	OIL FILTER - 51494					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24.57			
123	OIL FILTER - 51495					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.57			
124	OIL FILTER - 51748					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19.60			
125	OIL FILTER - 51791					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.60			
126	OIL FILTER - 51971					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.58			
127	OIL FILTER - 57082					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.02			
128	OIL FILTER - 57213					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.51			
129	OIL FILTER - 57909					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.58			
130	OIL FILTER - WL10181					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.33			
131	OIL PRESSURE SWITCH - PS508					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$44.46			
132	PB BLASTER - 16PB					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.67			
133	PIGTAIL - 68580					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8.53			



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Line	Description					
134	PILLOW BLOCK - VPS220					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$123.75			
135	QUICK STRUT ASSEMBLY - 139104					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$136.46			
136	R134A FREON - R134A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$98.70			
137	RADIATOR - 13398					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$170.04			
138	RADIATOR - RAD120					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$307.23			
139	RAIN CAP 5" - WKE35910					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21.74			
140	REAR AXLE KIT - 630413					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$134.74			
141	REAR WIPER BLADE - 11G					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.65			
142	REAR WIPER BLADE - 12E					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.65			
143	REAR WIPER BLADE - AR16A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.35			
144	SEALD BEAM - 4537					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$11.67			
145	SEAL-REAR AXLE - 4762N					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.89			
146	SPARK PLUG - 41110					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.55			
147	SPARK PLUG - 41114					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6.55			
148	SPARK PLUG - 5574					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.80			
149	SPARK PLUG - 7599					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.05			
150	SPARK PLUG - 863					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.07			
151	SPOTLIGHT HANDLE - 67010101					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$37.90			
152	SPOTLIGHT ASSEMBLY - 2060100002					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$233.74			



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Line	Description					
153	SPRAY TIP - H3/8U8040					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.78			
154	STEP MOTOR - 379147/676061					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$154.99			
155	STROBE LAMP - 6570A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$141.48			
156	TAIL LAMP - 52770					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4.30			
157	TIE ROD END - EV800084					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$52.80			
158	TRAILER BOX BATTERY - ES512					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14.49			
159	TRAILER CONNECTOR - TCP701M					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.83			
160	TRAILER CONNECTOR - TCP701F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.94			
161	TRAILER LIGHT KIT - 533DK					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$42.11			
162	TRANSMISSION FILTER - 57740XE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$38.43			
163	TRANSMISSION FILTER - 57750S					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7.42			
164	TRANS-X 30oz - 402032					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.24			
165	VALVE-4 WAY TOGGLE - US6028					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35.60			
166	WARM WINCH CONTROLLER - 3354644					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$124.95			
167	WATER PUMP - WPT111					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$61.48			
168	WHEEL SEAL - 370003A					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28.72			
169	WINDOW REGULATOR - 741664					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$60.56			
170	WIPER BLADE - 3113					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.94			
171	WIPER BLADE - 3114					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.94			



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Line	Description					
172	WIPER BLADE - A15M Discount 0.0000 %	UOM EA	Unit Price \$7.30	Stock Code	VPN	MPN
173	WIPER BLADE - A17M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
174	WIPER BLADE - A18M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
175	WIPER BLADE - A19M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
176	WIPER BLADE - A20M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
177	WIPER BLADE - A21M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
178	WIPER BLADE - A22M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
179	WIPER BLADE - A24M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
180	WIPER BLADE - A26M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
181	WIPER BLADE - A28M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
182	WIPER BLADE - A16M Discount 0.0000 %	UOM EA	Unit Price \$7.36	Stock Code	VPN	MPN
183	WORK LAMP - 64931 Discount 0.0000 %	UOM EA	Unit Price \$9.60	Stock Code	VPN	MPN
184	WORK LAMP - 631815 Discount 0.0000 %	UOM EA	Unit Price \$14.27	Stock Code	VPN	MPN
185	WORK LAMP LED - 63991 Discount 0.0000 %	UOM EA	Unit Price \$12.19	Stock Code	VPN	MPN

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Aftermarket Automotive, Truck and Equipment parts on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM"). County intends to award to a Primary vendor and Secondary vendor, if available. Primary award will be to lowest, responsive, and responsible bidder. Secondary award will be to the next lowest, responsive, and responsible bidder.

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

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

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

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:

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

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

3. CONTRACTOR MINIMUM QUALIFICATIONS:

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

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirement.
1	Contractor must have been in the business of selling Aftermarket Automotive, Truck and Equipment Parts for a minimum of three (3) consecutive years including current year. <i>Attach the copy of business license/documentation with the submission of the bid.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a local facility within the Tucson Metropolitan area for delivery and pick-up of parts. Provide address of local facility: <u>580 WEST VENTURA STREET TUCSON AZ 85705</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

4.1. Product Specifications:

- 4.1.1. **Parts.** Contractor will provide aftermarket parts for various makes and models of cars, trucks and equipment including, but not limited to, those listed in **Exhibit A – Aftermarket Automotive, Truck, and Equipment Parts List**. All parts must meet or exceed manufacturer's OEM specifications and be in new, unused condition. Remanufactured parts may be purchased at County's discretion. SDS (Safety Data Sheets) must be provided upon the request from the County.
- 4.1.2. **Brand Names.** Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for describing and/or establishing the quality, design and performance required. Any such references are not intended to limit or restrict an offer by any bidder but are only enumerated in order to advise potential bidders of the requirements of the County. Any alternative product which is equivalent or better quality, design or performance will be considered. Please do not submit an alternate product unless the item is the manufacturer's first line and is comparable to the sample item given.

4.2. Scope:

- 4.2.1. **Inventory.** Pima County has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor must maintain sufficient inventory in-stock to meet delivery requirements, as described in the "Delivery" section.
- 4.2.2. **Warranty.** Contractor will guarantee that all parts purchased include Manufacturer's warranty. Contractor must replace all defective, incorrect or missing parts within the next delivery period. The cost of transportation, unpacking, inspection, re-packing will be at the expense of the Contractor.
- 4.2.3. **Returns.** All products can be returned with no fees within twelve (12) months of purchase. Proof of will be attempted but shall not be required. Contractor shall provide credit for any parts, core returns or obsolete product with no restocking fee. A full refund (credit) shall be issued within ten (10) business days for all unused products/cores returned to the Contractor.
- 4.2.4. **Discounts.** Contractor will indicate what percentage discount off the manufacturers published price sheet will apply to purchase made by Pima County. The same discount structure shall be used to determine unit prices for the manufacturer's complete line, not just the sample provided in the group. The samples are reflective of the parts necessary however not exclusive to that manufacturer.
- 4.2.5. Contractor will notify Pima County of any special pricing or programs available from the Contractor during the special pricing/program period.
- 4.2.6. **Orders.** Delivery Order (DO) number must be printed on invoice at time of authorization. Standard payment terms are Net 30 from date the invoice received.
- 4.2.7. All pricing quoted F.O.B. destination. Do not add sales tax to any pricing. Sales tax is added to invoices as an additional line item and paid, if applicable. No additional fees (surcharges for fuel, hazardous /shop/ environment fees, etc.) will be allowed

5. OFFER ACCEPTANCE & ORDER RELEASES:

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract

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

6. **ACCEPTANCE OF GOODS & SERVICES:**

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

7. **COMPENSATION & PAYMENT:**

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

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

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

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

UNIT PRICES – Refer to Exhibit A: Aftermarket Automotive, Truck, and Equipment Parts List.

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

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

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price)
WEBSITE: WWW.FMPDELIVERS.COM			
LOGIN FMPNT1916			
PASSWORD NT1916			
FORD WEBSITE ASSISTANCE PLEASE CONTACT DWIGHT BURNS 520-240-7128			

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

Standard Payment Term Net (30) is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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

Optional Early Payment Discount Percent: _____ % if payment tendered within _____ Days as indicated above.

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

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

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

8. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

Delivery may be at any Pima County location within a forty-mile radius of Pima County Fleet Services, 1291 S. Mission Road, Tucson, 85713.

- 8.1. Jobs-in-progress (Pima County equipment torn down and awaiting parts): Contractor stock items(s) deliveries must be within two (2) business hours from time of order by Pima County.
- 8.2. Pima County Inventory Stock Order: Stock order deliveries shall be made within eight (8) hours (one business day) of order placement.
- 8.3. Pima County Non-Stock Order: Non-stock items(s), deliveries shall be made within sixteen (16) hours (two business days) from the time the order is placed unless Pima County has been notified and other arrangements have been made.
- 8.4. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

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

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance,

license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2000101 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance 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. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:

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

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

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

Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.

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

Additional Insurance Requirements:

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

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

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

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

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.

Verification of Coverage:

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

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

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

Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.

12. PERFORMANCE BOND:

Not applicable.

13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
NA	NA	NA	NA	NA	NA
NA	NA	NA	NA	NA	NA

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

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

If Yes, have you included your certification document? Yes ☐ No ☐
(select one)

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

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** ELLIOTT AUTO SUPPLY CO INC**BUSINESS ALSO KNOWN AS:** FACTORY MOTOR PARTS**MAILING ADDRESS:** 580 WEST VENTURA STREET**CITY/STATE/ZIP:** TUCSON AZ 85705**REMIT TO ADDRESS:** BIN 139107 PO BOX 9107**CITY/STATE/ZIP:** MINNEAPOLIS MN 55480-9107**CONTACT PERSON NAME/TITLE:** DANA CARNEY**PHONE:** 720 251 1776**FAX:** _____**CONTACT PERSON EMAIL ADDRESS:** d.carney@fmpco.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** d.burns@fmpco.com**CORPORATE HEADQUARTERS ADDRESS:** 1380 CORPORATE CENTER CURVE SUITE 200 EAGAN MN 55121**WEBSITE:** www.fmpdelivers.com

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

SIGNATURE: Dana Carney**DATE:** 7/17/2020

DANA CARNEY FLEET SALES AND OPERATIONS MANAGER

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**PHONE AND EMAIL:** 720 251 1776 d.carney@fmpco.com**County Attorney Contract Approval "As to Form".**

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

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

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION AND APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

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

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

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising

out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CANCELLATION FOR CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

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

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC RECORDS:

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOK AND RECORDS:

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

37. COUNTERPARTS:

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

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY COUNTY:

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

44. ISRAEL BOYCOTT CERTIFICATION:

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. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

END OF PIMA COUNTY STANDARD TERMS AND CONDITION

Parts

Exhibit A: Aftermarket Automotive, Truck, and Equipment Parts List**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	PART/MODEL NUMBER	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	1234YF FREON	R1234YF10	20	EA	\$ 583.10	\$ 11,662.00
2	12v AMBER WARNING LIGHT	76223	12	EA	\$ 75.74	\$ 908.88
3	200 AMP CIRCUIT BREAKER	SGP90200	12	EA	\$ 43.75	\$ 525.00
4	3/4" LED LIGHT	33050R	26	EA	\$ 9.43	\$ 245.18
5	3/8 CLEVIS HOOK	61082	20	EA	\$ 12.24	\$ 244.80
6	3000 WATT POWER INVERTER	PKC0AW	12	EA	\$ 499.99	\$ 5,999.88
7	A/C COMPRESSOR	1522303	18	EA	\$ 228.37	\$ 4,110.66
8	A/C COMPRESSOR	YCC392	18	EA	\$ 258.70	\$ 4,656.60
9	A/C COMPRESSOR	78377	36	EA	\$ 155.18	\$ 5,586.48
10	A/C DRYER	83232	18	EA	\$ 19.31	\$ 347.58
11	A/C DRYER	YL212	12	EA	\$ 26.18	\$ 314.16
12	A/C DRYER	1511096	12	EA	\$ 12.41	\$ 148.92
13	AIR DRYER FILTER	24374	18	EA	\$ 23.02	\$ 414.36
14	AIR FILTER	46496	15	EA	\$ 20.05	\$ 300.75
15	AIR FILTER	42487	900	EA	\$ 7.91	\$ 7,119.00
16	AIR FILTER	42725	32	EA	\$ 9.26	\$ 296.32
17	AIR FILTER	42731	20	EA	\$ 28.22	\$ 564.40
18	AIR FILTER	42803	16	EA	\$ 32.19	\$ 515.04
19	AIR FILTER	42808	28	EA	\$ 33.79	\$ 946.12
20	AIR FILTER	42809	16	EA	\$ 30.81	\$ 492.96
21	AIR FILTER	42812	60	EA	\$ 49.13	\$ 2,947.80
22	AIR FILTER	42941	18	EA	\$ 35.47	\$ 638.46
23	AIR FILTER	46458	20	EA	\$ 44.20	\$ 884.00
24	AIR FILTER	46562	24	EA	\$ 17.05	\$ 409.20
25	AIR FILTER	46617	20	EA	\$ 38.07	\$ 761.40
26	AIR FILTER	46744	20	EA	\$ 19.95	\$ 399.00
27	AIR FILTER	46836	24	EA	\$ 26.19	\$ 628.56
28	AIR FILTER	46870	24	EA	\$ 28.20	\$ 676.80
29	AIR FILTER	49088	18	EA	\$ 34.91	\$ 628.38
30	AIR FILTER	46981	36	EA	\$ 8.88	\$ 319.68
31	AIR FILTER	49082	65	EA	\$ 8.16	\$ 530.40
32	AIR FILTER	49262	18	EA	\$ 10.13	\$ 182.34
33	AIR FILTER	49288	48	EA	\$ 12.97	\$ 622.56
34	AIR FILTER	42330	24	EA	\$ 19.39	\$ 465.36
35	AIR FILTER	42331	245	EA	\$ 11.79	\$ 2,888.55
36	AIR FILTER	49636	36	EA	\$ 38.82	\$ 1,397.52
37	AIR FILTER	49886	46	EA	\$ 31.06	\$ 1,428.76
38	AIR FILTER	WA10039	36	EA	\$ 8.09	\$ 291.24
39	AXLE SHAFT	GM8228	36	EA	\$ 68.15	\$ 2,453.40
40	BALL JOINT	K500007	48	EA	\$ 38.31	\$ 1,838.88
41	BEARING	513067	36	EA	\$ 28.77	\$ 1,035.72
42	BELT	5030335	24	EA	\$ 11.98	\$ 287.52
43	BELT	5040378	36	EA	\$ 15.58	\$ 560.88
44	BELT	5060923	48	EA	\$ 25.58	\$ 1,227.84
45	BELT	5060935	100	EA	\$ 21.34	\$ 2,134.00
46	BELT	5061080	36	EA	\$ 27.08	\$ 974.88
47	BELT	E040357	60	EA	\$ 11.59	\$ 695.40
48	BRAKE CALIPER	14166051	36	EA	\$ 48.80	\$ 1,756.80
49	BRAKE CALIPER	14166052	24	EA	\$ 48.80	\$ 1,171.20

Parts

50	BRAKE PADS	10511610	48	EA	\$	32.80	\$	1,574.40
51	BRAKE PADS	10511640	60	EA	\$	38.64	\$	2,318.40
52	BRAKE PADS	10513630	50	EA	\$	49.77	\$	2,488.50
53	BRAKE PADS	10608980	36	EA	\$	41.58	\$	1,496.88
54	BRAKE PADS	10610660	24	EA	\$	71.61	\$	1,718.64
55	BRAKE PADS	10611590	30	EA	\$	48.48	\$	1,454.40
56	BRAKE PADS	10612730	40	EA	\$	45.85	\$	1,834.00
57	BRAKE PADS	10613340	48	EA	\$	52.75	\$	2,532.00
58	BRAKE PADS	10614140	30	EA	\$	65.94	\$	1,978.20
59	BRAKE PADS	10615650	36	EA	\$	61.32	\$	2,207.52
60	BRAKE QUIET	BG860	60	EA	\$	13.63	\$	817.80
61	BRAKE ROTOR	12066057	350	EA	\$	54.67	\$	19,134.50
62	BRAKE ROTOR	12061072	24	EA	\$	51.70	\$	1,240.80
63	BRAKE ROTOR	12061073	18	EA	\$	37.10	\$	667.80
64	BRAKE ROTOR	12065119	18	EA	\$	63.35	\$	1,140.30
65	BRAKE ROTOR	12066065	140	EA	\$	51.77	\$	7,247.80
66	BRAKE ROTOR	12067053	12	EA	\$	56.00	\$	672.00
67	BRAKE ROTOR	12067054	16	EA	\$	55.58	\$	889.28
68	BRAKE ROTOR	12065080	18	EA	\$	79.38	\$	1,428.84
69	BRAKE SHOES	11109600	16	EA	\$	35.32	\$	565.12
70	BULB	1157	120	EA	\$	0.32	\$	38.40
71	BULB	9005	16	EA	\$	4.15	\$	66.40
72	BULB	9006	24	EA	\$	4.37	\$	104.88
73	BULB	9008	36	EA	\$	10.78	\$	388.08
74	BULB	H11	170	EA	\$	8.17	\$	1,388.90
75	CABIN FILTER	24191	32	EA	\$	11.88	\$	380.16
76	CABIN FILTER	24211	18	EA	\$	10.21	\$	183.78
77	CABIN FILTER	24316	24	EA	\$	10.19	\$	244.56
78	CABIN FILTER	24367	50	EA	\$	5.55	\$	277.50
79	CABIN FILTER	24419	16	EA	\$	5.87	\$	93.92
80	CABIN FILTER	24483	24	EA	\$	4.63	\$	111.12
81	CABIN FILTER	24780	36	EA	\$	5.48	\$	197.28
82	CONTROL ARM	524075	36	EA	\$	66.72	\$	2,401.92
83	COOLANT FILTER	24088	36	EA	\$	31.82	\$	1,145.52
84	CRANKCASE FILTER	904418	24	EA	\$	71.93	\$	1,726.32
85	DC SOLENOID	24213BX	36	EA	\$	44.52	\$	1,602.72
86	DOOR HANDLE	81701	24	EA	\$	36.13	\$	867.12
87	DOOR HANDLE	81702	36	EA	\$	36.13	\$	1,300.68
88	EXHAUST FLANGE AND NUT	03133	34	EA	\$	7.11	\$	241.74
89	EXHAUST GASKET	61323	100	EA	\$	4.33	\$	433.00
90	EXHAUST GASKET	61089	100	EA	\$	5.54	\$	554.00
91	EXPANSION VALVE	YG834	18	EA	\$	25.03	\$	450.54
92	EXPANSION VALVE	YG433	18	EA	\$	17.41	\$	313.38
93	EXPANSION VALVE	1551317	18	EA	\$	17.41	\$	313.38
94	FLAT BLACK SPRAY PAINT	51602	20	EA	\$	5.06	\$	101.20
95	FLAT WHITE SPRAY PAINT	51502	36	EA	\$	5.06	\$	182.16
96	FUEL FILTER	33007	12	EA	\$	1.55	\$	18.60
97	FUEL FILTER	33031	24	EA	\$	1.84	\$	44.16
98	FUEL FILTER	33032	36	EA	\$	1.73	\$	62.28
99	FUEL FILTER	33033	30	EA	\$	2.07	\$	62.10
100	FUEL FILTER	33440	36	EA	\$	16.46	\$	592.56
101	FUEL FILTER	33813	24	EA	\$	15.68	\$	376.32
102	FUEL PUMP	FG2244	60	EA	\$	408.97	\$	24,538.20
103	FUEL PUMP	SP2520M	60	EA	\$	282.12	\$	16,927.20
104	GLOSS BLACK SPRAY PAINT	51601	36	EA	\$	5.07	\$	182.52
105	GLOSS WHITE SPRAY PAINT	51501	36	EA	\$	5.07	\$	182.52
106	HI-TEMP GREASE	JT6HT	75	EA	\$	3.15	\$	236.25
107	HUB BEARING ASSEMBLY	FW435	30	EA	\$	148.47	\$	4,454.10

Parts

108	HUB BEARING ASSEMBLY	29515159	60	EA	\$	189.33	\$	11,359.80
109	IDLER PULLEY	89006	15	EA	\$	15.37	\$	230.55
110	IGNITION WIRE SET	6718062	18	EA	\$	42.96	\$	773.28
111	IGNITION WIRE SET	6716083	222	EA	\$	34.52	\$	7,663.44
112	IGNITION WIRE SET	6718187	12	EA	\$	46.36	\$	556.32
113	KOOL CUSHION	231805	10	EA	\$	10.74	\$	107.40
114	LED LIGHT	44222R	12	EA	\$	62.75	\$	753.00
115	LICENSE PLATE LIGHT HOUSING	68163	12	EA	\$	5.79	\$	69.48
116	LICENSE PLATE LIGHT HOUSING	68168	10	EA	\$	8.14	\$	81.40
117	LIFT SUPPORT	900207	10	EA	\$	17.02	\$	170.20
118	LUG NUT	611236	12	EA	\$	3.44	\$	41.28
119	LUG NUT	611303	200	EA	\$	5.05	\$	1,010.00
120	LUG NUT	611199	200	EA	\$	1.38	\$	276.00
121	MIRROR	8137049	15	EA	\$	33.74	\$	506.10
122	OIL FILTER	51494	24	EA	\$	24.57	\$	589.68
123	OIL FILTER	51495	24	EA	\$	20.57	\$	493.68
124	OIL FILTER	51748	40	EA	\$	19.60	\$	784.00
125	OIL FILTER	51791	36	EA	\$	5.60	\$	201.60
126	OIL FILTER	51971	65	EA	\$	8.58	\$	557.70
127	OIL FILTER	57082	50	EA	\$	3.02	\$	151.00
128	OIL FILTER	57213	12	EA	\$	11.51	\$	138.12
129	OIL FILTER	57909	15	EA	\$	16.58	\$	248.70
130	OIL FILTER	WL10181	12	EA	\$	10.33	\$	123.96
131	OIL PRESSURE SWITCH	PS508	20	EA	\$	44.46	\$	889.20
132	PB BLASTER	16PB	30	EA	\$	4.67	\$	140.10
133	PIGTAIL	88580	16	EA	\$	8.53	\$	136.48
134	PILLOW BLOCK	VPS220	12	EA	\$	123.75	\$	1,485.00
135	QUICK STRUT ASSEMBLY	139104	12	EA	\$	136.46	\$	1,637.52
136	R134A FREON	R134A	35	EA	\$	98.70	\$	3,454.50
137	RADIATOR	13398	75	EA	\$	170.04	\$	12,753.00
138	RADIATOR	RAD120	75	EA	\$	307.23	\$	23,042.25
139	RAIN CAP 5"	WKE35910	15	EA	\$	21.74	\$	326.10
140	REAR AXLE KIT	630413	10	EA	\$	134.74	\$	1,347.40
141	REAR WIPER BLADE	11G	25	EA	\$	7.65	\$	191.25
142	REAR WIPER BLADE	12E	150	EA	\$	7.65	\$	1,147.50
143	REAR WIPER BLADE	AR16A	50	EA	\$	7.35	\$	367.50
144	SEAL BEAM	4537	80	EA	\$	11.67	\$	933.60
145	SEAL-REAR AXLE	4762N	16	EA	\$	5.89	\$	94.24
146	SPARK PLUG	41110	300	EA	\$	6.55	\$	1,965.00
147	SPARK PLUG	41114	150	EA	\$	6.55	\$	982.50
148	SPARK PLUG	5574	25	EA	\$	1.80	\$	45.00
149	SPARK PLUG	7599	18	EA	\$	3.05	\$	54.90
150	SPARK PLUG	863	25	EA	\$	2.07	\$	51.75
151	SPOT LIGHT HANDLE	67010101	24	EA	\$	37.90	\$	909.60
152	SPOTLIGHT ASSEMBLY	2060100002	12	EA	\$	233.74	\$	2,804.88
153	SPRAY TIP	H3/8U8040	24	EA	\$	18.78	\$	450.72
154	STEP MOTOR	379147/676061	10	EA	\$	154.99	\$	1,549.90
155	STROBE LAMP	6570A	18	EA	\$	141.48	\$	2,546.64
156	TAIL LAMP	52770	80	EA	\$	4.30	\$	344.00
157	TIE ROD END	EV800084	36	EA	\$	52.80	\$	1,900.80
158	TRAILER BOX BATTERY	ES512	48	EA	\$	14.49	\$	695.52
159	TRAILER CONNECTOR	TCP701M	40	EA	\$	30.83	\$	1,233.20
160	TRAILER CONNECTOR	TCP701F	32	EA	\$	18.94	\$	606.08
161	TRAILER LIGHT KIT	533DK	20	EA	\$	42.11	\$	842.20
162	TRANSMISSION FILTER	57740XE	60	EA	\$	38.43	\$	2,305.80
163	TRANSMISSION FILTER	57750S	28	EA	\$	7.42	\$	207.76
164	TRANS-X 30oz	402032	18	EA	\$	16.24	\$	292.32
165	VALVE-4 WAY TOGGLE	US6028	18	EA	\$	35.60	\$	640.80

Parts

166	WARM WINCH CONTROLLER	3354644	24	EA	\$	124.95	\$	2,998.80
167	WATER PUMP	WPT111	12	EA	\$	61.48	\$	737.76
168	WHEEL SEAL	370003A	50	EA	\$	28.72	\$	1,436.00
169	WINDOW REGULATOR	741664	48	EA	\$	60.56	\$	2,906.88
170	WIPER BLADE	3113	40	EA	\$	3.94	\$	157.60
171	WIPER BLADE	3114	60	EA	\$	3.94	\$	236.40
172	WIPER BLADE	A15M	120	EA	\$	7.30	\$	876.00
173	WIPER BLADE	A17M	80	EA	\$	7.36	\$	588.80
174	WIPER BLADE	A18M	220	EA	\$	7.36	\$	1,619.20
175	WIPER BLADE	A19M	125	EA	\$	7.36	\$	920.00
176	WIPER BLADE	A20M	400	EA	\$	7.36	\$	2,944.00
177	WIPER BLADE	A21M	100	EA	\$	7.36	\$	736.00
178	WIPER BLADE	A22M	2800	EA	\$	7.36	\$	20,608.00
179	WIPER BLADE	A24M	150	EA	\$	7.36	\$	1,104.00
180	WIPER BLADE	A26M	600	EA	\$	7.36	\$	4,416.00
181	WIPER BLADE	A28M	150	EA	\$	7.36	\$	1,104.00
182	WIPER BLADE	A16M	70	EA	\$	7.36	\$	515.20
183	WORK LAMP	64931	12	EA	\$	9.60	\$	115.20
184	WORK LAMP	631815	32	EA	\$	14.27	\$	456.64
185	WORK LAMP LED	63991	24	EA	\$	12.19	\$	292.56
FOB Destination/Unloaded; Include cost of freight in unit price. Although County will pay taxes <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.					TOTAL BID		\$	331,859.01

DISCOUNT:

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall list or submit documents, compact disc/thumb drive with filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Unit Price. The resulting Unit Prices shall be of similar discount as given for those items specifically defined above. **The same discount structure shall be used to determine unit prices for a manufacturer's complete line, not just the items listed above.**

r Name: WWW.FMPDELIVERS.COM Discount:

Manufacturer Name: _____ Discount: _____

Manufacturer Name: _____ Discount: _____

Manufacturer Name: _____ Discount: _____