



PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: **165013** Title: **OEM Automotive/Light Duty Truck Replacement Parts**

DUE IN AND OPENS: FEBRUARY 6, 2015 AT OR BEFORE 1:00 P.M. LOCAL AZ TIME (MST)

Submit Bid to:

Pima County Procurement Department
130 West Congress, 3rd Floor, Receptionist
Tucson, Arizona 85701

Pre-Bid Conference: JANUARY 27, 2015 AT 1:00 P.M. local AZ time (MST)

Pima County Procurement Department
130 West Congress, 3rd Floor
Tucson, Arizona 85701

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

GENERAL DESCRIPTION: The Pima County Fleet Services Department requires Original Equipment Manufacturer (OEM) automotive/light duty truck replacement parts for the following manufacturers: Ford, General Motors/Chevrolet, Chrysler/Jeep, Dodge, Toyota, Hyundai, Kia, Nissan, and Volkswagen. All parts must be **new** and must be OEM – no substitution.

You may download a full copy of this solicitation by selecting the solicitation number. **Bidders are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda.** Prospective Bidders may also pick up a copy, Monday through Friday excluding legal Holidays, 8 am to 5 pm local Arizona time, MST, at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective bidder questions. It is the responsibility of Prospective Bidder to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. **Attendance is optional but encouraged.**

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for sixty (60) days after opening except as allowed by Pima County Procurement Code.

BIDDERS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURES THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to the Procurement Department, Attention: Nancy Page. All submittals shall reference the Solicitation Number and Title: Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 838-7553 email: nancy.page@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

Nancy Page
Commodity/Contracts Officer

Publish: The Territorial: January 15, 16, 20 and 21, 2015

INSTRUCTIONS TO BIDDERS

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

1. PREPARATION OF RESPONSES

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

2. OFFER AGREEMENT (Contract) OEM Automotive/Light Duty Truck Replacement Parts (Pages 1- 5)

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

Supplier Minimum Qualifications:

Supplier Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Supplier Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

Unit Prices & Bid Certification:

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 14. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

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

3. SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

INSTRUCTIONS TO BIDDERS (continued)

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 12. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and supplier documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

4. SUBMISSION OF BIDS

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

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one original and one copy of the following bid documents:

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

5. COMPLIANCE WITH AGREEMENT

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

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

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department.

INSTRUCTIONS TO BIDDERS (continued)

No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS

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

8. VENDOR RECORD MAINTENANCE

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

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

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which may be acquired from the City of Tucson; Office of Equal Opportunity Programs, (520) 791-4593 (520) 791-2639 TTY, 201 N. Stone Ave., 3rd Floor North, Tucson, AZ 85701. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: <http://cms3.tucsonaz.gov/office-equal-opportunity-programs-small-business-enterprise-program>

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

END OF INSTRUCTIONS TO BIDDERS
(Revised April 23, 2014)

OFFER AGREEMENT: OEM Automotive/Light Duty Truck Replacement Parts (Page 1 of 5)**1. INTENT:**

This document is intended to establish indefinite delivery/indefinite quantity Master Agreements (MA) to provide Pima County ("County") with such quantities of new OEM Automotive/Light Duty Truck Replacement Parts (no substitute) as the County may order from time to time by issue of Delivery Orders (DO) pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. It is the intent of Pima County to award a contract to one vendor per group (except for Ford & GM/Chevrolet) as follows:

- Group A – Ford (a primary & secondary will be awarded)
- Group B – General Motors/Chevrolet (a primary & secondary will be awarded)
- Group C – Chrysler/Jeep
- Group D – Dodge
- Group E – Toyota
- Group F – Hyundai
- Group G – Kia
- Group H – Nissan
- Group I – Volkswagen

Bidders may submit a bid for any Groups for which they are authorized to provide OEM replacement parts. County reserves the right to request proof of OEM replacement part authorization. The Ford and General Motors/Chevrolet groups that have the lowest response per group meeting all specifications, terms and conditions will be awarded to a primary vendor, the next lowest response meeting all specifications, terms and conditions will be awarded the secondary vendor.

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

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

2. AGREEMENT TERM, RENEWALS & REVISIONS:

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

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

3. SUPPLIER MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

- a. Vendor **must be an authorized dealer/reseller or dealership** for the manufacturer of parts being proposed to Pima County. Upon request by Pima County vendor must provide proof of this authorization within one (1) day of initial request.
- b. Vendor must be currently providing twice a day delivery of parts to Tucson with the same or similar type of entity as Pima County for at least three (3) years. See the Delivery article on Page 7 for additional information.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Equipment **brand names, models and numbers**, when given are intended to identify a level of quality. After-market parts are purchased under a different Offer Agreement/Master Agreement.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

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

OFFER AGREEMENT: OEM Automotive/Light Duty Truck Replacement Parts (Page 2 of 5)

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

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

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

Any items provided in excess of that stated in the agreement shall be at the Supplier's own risk.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

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

7. COMPENSATION & PAYMENT:

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

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

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

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

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

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

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

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

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

OFFER AGREEMENT: OEM Automotive/Light Duty Truck Replacement Parts (Page 3 of 5)

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

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

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

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

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

8. DELIVERY:

Fleet Services authorized personnel will issue a Delivery Order (DO) for the parts required/ordered. DO's will be emailed or faxed to successful vendors. **Pima County requires at least a 90% fill rate.**

Successful vendors must be able to deliver parts to Fleet Services, Monday-Friday (except Holiday's) a minimum of two times per day; a morning delivery and an afternoon delivery. Please state these delivery times on Attachment A – Pricing Page for the group(s) you will be submitting. **Vendors shall submit** with their bid response proof that they currently have/provide this same type of delivery service in Tucson for the same or similar type entity as Pima County with a Fleet of vehicles and light duty trucks. Proof shall be a submittal of the # of drivers, # of trucks, customers currently receiving your delivery service, (active client references to contact).

Vendors shall submit with their bid response the ordering deadlines for these 2 (minimum) delivery times stated on your Attachment A – Pricing Page sheet(s) as noted above. (Pima County needs to know the cut-off time to meet the afternoon delivery or the morning delivery). All orders would be placed and received by Pima County Fleet Services authorized personnel.

Vendors shall submit with their bid response an “emergency” plan describing how your company will be able to deliver twice a day to Pima County if, 1) the Interstate is shut down due to an accident or material spill, 2) delivery truck breakdown/accident, drivers out ill or on vacation, etc. Pima County needs to know how your company will still meet your obligations for delivery.

Vendor shall state how missing parts or incorrect part deliveries will be resolved along with a timeframe for the resolution.

Delivery shall be to: Pima County Fleet Services, 1291 S. Mission Road (Main Shop), Tucson, AZ 85713 and 4700 S. Houghton Road, Tucson, AZ 85730. Delivery to the Pima County Fleet Services shop in Ajo, Arizona will be listed as an option for delivery services. Fleet Services address in Ajo is 1137 S. Wells Road, Ajo, AZ 85321. Please contact Bob Charlton (724-2614) prior to delivery. Additional contacts/information will be supplied to successful vendors. All pricing shall be F.O.B. destination. The unit price for parts shall include delivery – no additional charge for delivery, driver, drive time, fuel, shop charges, environmental fees, etc. will be allowed. Deliveries will be accepted between 7 a.m. – 4:00 p.m.

As defined by the Standard Terms “On-Time” delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

OFFER AGREEMENT: OEM Automotive/Light Duty Truck Replacement Parts (Page 4 of 5)

9. TAXES, FEES, EXPENSES:

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

10. OTHER DOCUMENTS:

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 165013 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

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

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

12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

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

Addendum #	Date	Addendum #	Date	Addendum #	Date

13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:

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

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

THIS SECTION INTENTIONALLY LEFT BLANK

OFFER AGREEMENT: OEM Automotive/Light Duty Truck Replacement Parts (Page 5 of 5)

14. BID/OFFER CERTIFICATION:

SUPPLIER LEGAL NAME: _____

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: _____

PHONE: _____ **FAX:** _____

CONTACT PERSON EMAIL ADDRESS: _____

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED: _____

CORPORATE HEADQUARTERS LOCATION: ADDRESS: _____

CITY, STATE, ZIP: _____

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: _____

PIMA COUNTY STANDARD TERMS AND CONDITIONS (06/26/14)**1. OPENING:**

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

2. EVALUATION:

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

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

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

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

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

10. PACKING:

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

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

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

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

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

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

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

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government.

In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING AGREEMENT:

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

20. PATENT INDEMNITY:

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

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

23. COMPLIANCE WITH LAWS:

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

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

24. ASSIGNMENT:

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

25. CONFLICT OF INTEREST:

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

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

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

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work.

Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

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

35. INDEPENDENT CONTRACTOR:

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

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

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

38. AUTHORITY TO CONTRACT:

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

39. FULL AND COMPLETE PERFORMANCE:

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

40. SUBCONTRACTOR:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

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

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

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

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

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

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

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

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Attachment A – Pricing Page

GROUP A – Ford OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer’s published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
7C3Z9601A	Filter-Air	136	EA	\$ _____	\$ _____
AA5Z6714A	Filter-Oil	135	EA	\$ _____	\$ _____
BL3Z7A098A	Filter-Trans	130	EA	\$ _____	\$ _____
BL3Z2001C	Brake Pads-Frt	125	EA	\$ _____	\$ _____
CL3Z1125A	Brake Rotor-Frt	120	EA	\$ _____	\$ _____
CL3Z2200A	Brake Pads Rear	120	EA	\$ _____	\$ _____
CL3Z2C026D	Brake Rotor-Rear	120	EA	\$ _____	\$ _____
BL3Z18124C	Shock Absorber-Frt	100	EA	\$ _____	\$ _____
BL3Z18125C	Shock Absorber-Rear	100	EA	\$ _____	\$ _____
DS7Z10346H	Alternator	70	EA	\$ _____	\$ _____
BB5Z11002B	Starter	60	EA	\$ _____	\$ _____
7W7Z1007CCP	Wheel Assy	100	EA	\$ _____	\$ _____
DG9Z8005D	Radiator	50	EA	\$ _____	\$ _____
DG9Z19703C	A/C Compressor	50	EA	\$ _____	\$ _____
9L3Z9H307E	Fuel Pump Module	60	EA	\$ _____	\$ _____
BW7Z-6006-BRM	Engine	2	EA	\$ _____	\$ _____
AW7Z-7000-CRM	Transmission	2	EA	\$ _____	\$ _____

FORD TOTAL: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time:_____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time:_____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all “other” Ford parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD’s or thumb drives for the complete manufacturer’s Ford parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP B – General Motor/Chevrolet OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
20871244	Filter-Air	100	EA	\$ _____	\$ _____
55352643	Filter-Oil	100	EA	\$ _____	\$ _____
24208576	Filter-Trans	75	EA	\$ _____	\$ _____
25910430	Brake Pads-Frt	80	EA	\$ _____	\$ _____
22950037	Brake Rotor-Frt	80	EA	\$ _____	\$ _____
23112025	Brake Pads-Rear	80	EA	\$ _____	\$ _____
25832103	Brake Rotor-Rear	80	EA	\$ _____	\$ _____
20765171	Shock Absorber-Frt	100	EA	\$ _____	\$ _____
22811847	Shock Absorber-Rear	100	EA	\$ _____	\$ _____
22817848	Alternator	70	EA	\$ _____	\$ _____
19180529	Starter	70	EA	\$ _____	\$ _____
9596468	Wheel Assy.	70	EA	\$ _____	\$ _____
19256746	Radiator	65	EA	\$ _____	\$ _____
25940200	A/C Compressor	65	EA	\$ _____	\$ _____
19259393	Fuel Pump Module	70	EA	\$ _____	\$ _____
12632259	Engine	2	EA	\$ _____	\$ _____
19328890	Transmission	2	EA	\$ _____	\$ _____

GM/CHEVROLET TOTAL: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" GM/Chevrolet parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's GM/Chevrolet parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP C – Chrysler/Jeep OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer’s published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
53034018AE	Filter-Air	7	EA	\$ _____	\$ _____
68079744AB	Filter-Oil	5	EA	\$ _____	\$ _____
52108325AA	Filter-Trans	5	EA	\$ _____	\$ _____
68003701AB	Brake Pads-Frt	3	EA	\$ _____	\$ _____
52060137AB	Brake Rotor-Frt	3	EA	\$ _____	\$ _____
68003776AA	Brake Pads-Rear	3	EA	\$ _____	\$ _____
52060147AA	Brake Rotor-Rear	3	EA	\$ _____	\$ _____
68047812AD	Shock Absorber-Frt	3	EA	\$ _____	\$ _____
68047814AB	Shock Absorber-Rear	3	EA	\$ _____	\$ _____
68078950AA	Alternator	3	EA	\$ _____	\$ _____
56029852AA	Starter	3	EA	\$ _____	\$ _____
1AH78PAKAE	Wheel Assy-Aluminium	3	EA	\$ _____	\$ _____
68143886AA	Radiator	3	EA	\$ _____	\$ _____
55111374AB	A/C Compressor W/Clutch	2	EA	\$ _____	\$ _____
68065575AA	Fuel Pump Module	2	EA	\$ _____	\$ _____

CHRYSLER/JEEP TOTAL: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all “other” Chrysler/Jeep parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD’s or thumb drives for the complete manufacturer’s Chrysler/Jeep parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP D – Dodge OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
68081249AC	Filter-Air	50	EA	\$ _____	\$ _____
68079744AA	Filter-Oil	55	EA	\$ _____	\$ _____
68018555AA	Filter-Trans	45	EA	\$ _____	\$ _____
V1018762AA	Brake Pads-Frt	45	EA	\$ _____	\$ _____
4721995AB	Brake Rotor-Frt	45	EA	\$ _____	\$ _____
68192439AB	Brake Pads-Rear	40	EA	\$ _____	\$ _____
4721996AB	Brake Rotor-Rear	40	EA	\$ _____	\$ _____
68039640AD	Shock Absorber-(Strut) Frt-RH	30	EA	\$ _____	\$ _____
486127344	Rear Motor Mount	15	EA	\$ _____	\$ _____
RL801624AD	Alternator	40	EA	\$ _____	\$ _____
RL801839AB	Starter	25	EA	\$ _____	\$ _____
INQ47SZ0AD	Wheel Assy-Aluminium	20	EA	\$ _____	\$ _____
55077107AK	Complete Rear Bumper	20	EA	\$ _____	\$ _____
68084914AB	A/C Compressor	25	EA	\$ _____	\$ _____
5145614AB	Fuel Pump Module	30	EA	\$ _____	\$ _____
DODGE:					\$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" Dodge parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's Dodge parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP E – Toyota OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
17801-37021	Filter-Air	30	EA	\$ _____	\$ _____
04152-YZZA6	Filter-Oil	23	EA	\$ _____	\$ _____
28800-21181	Battery	30	EA	\$ _____	\$ _____
04465-47070	Brake Pads-Frt	30	EA	\$ _____	\$ _____
43512-47040	Brake Rotor-Frt	30	EA	\$ _____	\$ _____
04466-47080	Brake Pads-Rear	30	EA	\$ _____	\$ _____
42431-12310	Brake Rotor-Rear	30	EA	\$ _____	\$ _____
48520-80265	Shock Absorber Frt-LH	30	EA	\$ _____	\$ _____
48530-80533	Shock Absorber -Rear	30	EA	\$ _____	\$ _____
42611-47110	Wheel Assy-Aluminium	30	EA	\$ _____	\$ _____
42607-33011	Sensor-TPMS	30	EA	\$ _____	\$ _____
16400-37230	Radiator	25	EA	\$ _____	\$ _____
88370-47080	A/C Compressor	25	EA	\$ _____	\$ _____
55900-47020	A/C Control Assy.	20	EA	\$ _____	\$ _____
23220-47011	Fuel Pump Module	20	EA	\$ _____	\$ _____

TOYOTA: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" Toyota parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's Toyota parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP F – Hyundai OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
28113-2P100	Filter-Air	11	EA	\$ _____	\$ _____
2630035503	Filter-Oil	11	EA	\$ _____	\$ _____
546613Y150	Shock Absorber-Frt-RH	4	EA	\$ _____	\$ _____
581013XA00	Brake Pads-Frt	10	EA	\$ _____	\$ _____
517123X000	Brake Rotor-Frt	10	EA	\$ _____	\$ _____
583023XA30	Brake Pads-Rear	5	EA	\$ _____	\$ _____
584113X300	Brake Rotor -Rear	4	EA	\$ _____	\$ _____
546513Y150	Shock Absorber-Frt-LH	4	EA	\$ _____	\$ _____
553003X200	Shock Absorber-Rear	6	EA	\$ _____	\$ _____
373002E200	Alternator	4	EA	\$ _____	\$ _____
361002E500	Starter	4	EA	\$ _____	\$ _____
529103Y500	Wheel Assy	4	EA	\$ _____	\$ _____
253103X010	Radiator	4	EA	\$ _____	\$ _____
977013X100	A/C Compressor	4	EA	\$ _____	\$ _____
311103X500	Fuel Pump Module	4	EA	\$ _____	\$ _____
HYUNDAI:					\$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" Hyundai parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's Hyundai parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP G – Kia OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0K52Y-1333X	Filter-Air	7	EA	\$ _____	\$ _____
26300-35503	Filter-Oil	7	EA	\$ _____	\$ _____
46321-39010	Filter - Trans	5	EA	\$ _____	\$ _____
4K52Y-3323ZFFF	Brake Pads-Frt	5	EA	\$ _____	\$ _____
52Y33251FFF	Brake Rotor-Frt	5	EA	\$ _____	\$ _____
0K58A-2638Z	Brake Pads-Rear	5	EA	\$ _____	\$ _____
0K58A-26251	Brake Rotor -Rear	5	EA	\$ _____	\$ _____
1K52Y-34700B	Shock Absorber-Frt	3	EA	\$ _____	\$ _____
0K53A-2810XE	Shock Absorber-Rear	2	EA	\$ _____	\$ _____
37300-39435RU	Alternator	2	EA	\$ _____	\$ _____
36100-37210RU	Starter	2	EA	\$ _____	\$ _____
K9965-C36050	Wheel Assy-Aluminum	2	EA	\$ _____	\$ _____
0K52Y-15200D	Radiator	2	EA	\$ _____	\$ _____
RK52Y-6145OU	A/C Compressor	2	EA	\$ _____	\$ _____
OK52Y-1335XA	Fuel Pump Module	2	EA	\$ _____	\$ _____

KIA: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" Kia parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____% ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's Kia parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP H – Nissan OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer's published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
16546-JA00B	Filter-Air	2	EA	\$ _____	\$ _____
15208-65F0E	Filter-Oil	2	EA	\$ _____	\$ _____
40700-CK002	Sensor-Tire Pressure	2	EA	\$ _____	\$ _____
D1061-2X60A	Brake Pads-Frt	2	EA	\$ _____	\$ _____
40206-JA00B	Brake Rotor-Frt	2	EA	\$ _____	\$ _____
D4060-9N00B	Brake Pads-Rear	2	EA	\$ _____	\$ _____
43206-JA00B	Brake Rotor -Rear	2	EA	\$ _____	\$ _____
E4302-JA02A	Shock Absorber-Strut-Frt-Rt	2	EA	\$ _____	\$ _____
E6210-JA01A	Shock Absorber-Rear	2	EA	\$ _____	\$ _____
23100-JA04D	Alternator	2	EA	\$ _____	\$ _____
23300-JA01ARE	Starter	2	EA	\$ _____	\$ _____
40300-JA007	Wheel Assy.	2	EA	\$ _____	\$ _____
21460-ZN50A	Radiator	2	EA	\$ _____	\$ _____
92600-ZX50A	A/C Compressor w/clutch	2	EA	\$ _____	\$ _____
17040-ZX00B	Fuel Pump Module	2	EA	\$ _____	\$ _____
NISSAN:					\$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all "other" Nissan parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%. No other items will incur a restocking fee.

*Successful bidder(s) shall provide two (2) each CD's or thumb drives for the complete manufacturer's Nissan parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.

Attachment A – Pricing Page

GROUP I – Volkswagen OEM Parts

The following list of parts are for evaluation purposes only and do not reflect the actual amount of parts or part numbers to be purchased during the duration of the contract. The percentage-off catalog pricing shall apply to all current and future part numbers supplied on manufacturer’s published price sheets as well as specific items listed on this price sheet. All items in this group must be bid.

<u>PART #</u>	<u>DESCRIPTION</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
07K129620	Filter-Air	4	EA	\$ _____	\$ _____
1K1819653B	Filter-Cab	4	EA	\$ _____	\$ _____
06D115562	Filter-Oil	4	EA	\$ _____	\$ _____
09G325429A	Filter-Trans	2	EA	\$ _____	\$ _____
3C0698151D	Brake Pads-Frt	2	EA	\$ _____	\$ _____
1K0615301T	Brake Rotor-Frt	2	EA	\$ _____	\$ _____
1K0698451G	Brake Pads-Rear	2	EA	\$ _____	\$ _____
1K0615601AC	Brake Rotor-Rear	2	EA	\$ _____	\$ _____
06F903023FX	Alternator	2	EA	\$ _____	\$ _____
02M911023SX	Starter	2	EA	\$ _____	\$ _____
1K0907253D	Sensor-TPMS	2	EA	\$ _____	\$ _____
1K0820808G	A/C Compressor	2	EA	\$ _____	\$ _____
1K0919051DA	Fuel Pump Module	2	EA	\$ _____	\$ _____
1T0413031GG	Shock Absorber-Strut-Frt	2	EA	\$ _____	\$ _____
1K0513029FT	Shock Absorber-Rear	2	EA	\$ _____	\$ _____

VOLKSWAGEN: \$ _____

Company Name: _____

Delivery Time Table- M-F: Morning Delivery Time: _____ Cut-Off time to make this morning delivery is _____.

Delivery Time Table- M-F: Afternoon Delivery Time: _____ Cut-Off time to make this afternoon delivery is _____.

Delivery Option: Will you make deliveries to Ajo, Arizona? Deliveries to the Ajo Fleet location could/would be once a week, if there are items to deliver. Would there be an additional charge for this Ajo delivery location? No ____ Yes ____ If yes, list a firm price that will be added to each order. \$ _____

Please list the discount Pima County will receive on all “other” Volkswagen parts not specifically listed here:

Percentage Off Catalog Price List ____%. Title/Date of Price List. _____ * (list a single discount percentage)

Special order items restocking fee ____% Obsolete items restocking fee ____%.

*Successful bidder(s) shall provide two (2) each CD’s or thumb drives for the complete manufacturer’s Volkswagen parts line or provide a web site to enable Pima County to acquire information directly as long as there is no subscription to join or a fee to pay to get this information.