

**REQUEST FOR LEGISLATIVE ACTION**

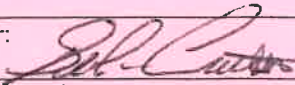
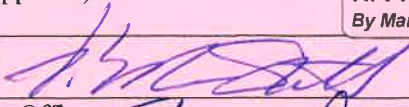
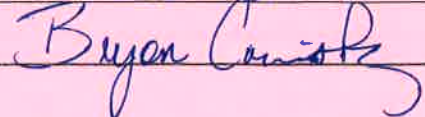
Completed by County Counselor's Office:

Res~~Ord~~ No.: 20409

Sponsor(s): Charlie Franklin

Date: April 20, 2020

<p>SUBJECT</p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract with one Twelve Month Option to Extend for the furnishing of MRO (Maintenance, Repair and Operational) Supplies for use by Various County Departments to WW Grainger of Lake Forest, Illinois under the terms and conditions of the City of Tucson, Arizona Contract No. 192163, an existing competitively bid government contract.</u></p>																								
<p>BUDGET INFORMATION  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:</p> <table border="1"> <thead> <tr> <th>Department</th> <th>Estimated Annual Usage</th> </tr> </thead> <tbody> <tr> <td>Parks + Rec Department</td> <td>\$ 37,500</td> </tr> <tr> <td>Facilities Management</td> <td>\$ 30,000</td> </tr> <tr> <td>Public Works</td> <td>\$ 15,000</td> </tr> <tr> <td>Department of Corrections</td> <td>\$ 2,500</td> </tr> <tr> <td>Sheriff's Office</td> <td>\$ 1,000</td> </tr> <tr> <td>Total</td> <td>\$ 86,000</td> </tr> </tbody> </table> <p>Requesting approval of the Term and Supply Contract; funds were already appropriated through the annual budget adoption. Estimated figures are for informational purposes only.</p> <p>Prior Year Budget (if applicable):                  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:		Department	Estimated Annual Usage	Parks + Rec Department	\$ 37,500	Facilities Management	\$ 30,000	Public Works	\$ 15,000	Department of Corrections	\$ 2,500	Sheriff's Office	\$ 1,000	Total	\$ 86,000
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date):                  Prior resolutions and (date): 18861 June 22, 2015</p>																								
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, &amp; phone): Barbara Casamento, Purchasing Administrator, 881-3253</p>																								
<p>REQUEST SUMMARY</p>	<p>The Parks + Rec Department, Facilities Management, Public Works Department, Department of Corrections and Sheriff's Office all require a Term and Supply Contract for MRO (Maintenance, Repair and Operational) Supplies and would like to utilize the National Contract awarded to WW Grainger of Lake Forest, Illinois by the City of Tucson, Arizona Contract No. 192163.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Purchasing Department recommends the Award of a Twelve Month Term and Supply Contract, with a Twelve Month Option to Extend, for the furnishing of MRO (Maintenance, Repair and Operational) Supplies to WW Grainger of Lake Forest, Illinois under the terms and conditions of the City of Tucson, Arizona Contract No. 192163, an existing competitively bid government contract due to the higher volume discounts offered to larger entities on National Contracts.</p>																								
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>																								

COMPLIANCE	<input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals      No goals assigned <input type="checkbox"/> VBE Goals	
ATTACHMENTS	The pertinent pages of the City of Tucson, Arizona's Contract No. 192163 and emails from the using departments	
REVIEW	Department Director: 	Date: 4-6-2020
	Finance (Budget Approval): <i>If applicable</i>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>APPROVED</b>  By Mark Lang at 4:12 pm, Apr 06, 2020 </div>
	Division Manager: 	Date: 4-16-2020
	County Counselor's Office: 	Date: 4/15/20

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**Barbara J. Casamento**

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**From:** John L. Johnson  
**Sent:** Thursday, March 26, 2020 2:12 PM  
**To:** Barbara J. Casamento  
**Cc:** Brian P. Nowotny; Dianne L. Kimzey; Kay D. Norris  
**Subject:** RE: MRO Contract with Grainger - Parks reply

Barb,

Here you go, thank you!!

1602-7230	\$30,000
1605-7230	\$1,500
1624-7230	\$1,500
1653-7230	\$2,000
1666-7230	\$2,500

Total = \$37,500

**From:** Barbara J. Casamento  
**Sent:** Thursday, March 26, 2020 1:12 PM  
**To:** Ana R. Maghe <AMaghe@jacksongov.org>; Deloris M. Wells <DWells@jacksongov.org>; David D. Epperson <DEpperson@jacksongov.org>; John L. Johnson <jljohnson@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>; Rick W. Gerla <RGerla@jacksongov.org>; Courtney L. Henderson <CHenderson@jacksongov.org>; Brian Gaddie <BGaddie@jacksongov.org>; Caroline Deihl <CDeihl@jacksongov.org>; Matt E. Willier <MWillier@jacksongov.org>; Carolyn Barnett <Carolyn.Barnett@jacksongov.org>; Gwendolyn Cogshell <GCogshell@jacksongov.org>; Kerri L. Moore <klmoore@jacksongov.org>; Kandi L. Brooke <KBrooke@jacksongov.org>  
**Subject:** MRO Contract with Grainger

Good Afternoon:

We finally have an updated MRO Contract with Grainger via the City of Tucson, AZ. I am prepared to do a RLA and take it forward for Legislative approval at the first available opportunity. I need to know which departments will use this contract and how much money they anticipate using annually.

Please email me back as quickly as you can, this may be a very important source of supplies in the coming weeks. Feel free to forward to this email to any other County department that may want to use it.

Thanks, stay safe and let me know if you need anything.

BJC

## Barbara J. Casamento

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**From:** Courtney L. Henderson  
**Sent:** Thursday, March 26, 2020 4:23 PM  
**To:** Rick W. Gerla; Barbara J. Casamento; Jennifer Lambros  
**Subject:** RE: MRO Contract with Grainger

Hi Barb,

FMD would request \$30,000 annually for this contract.

Thank you,

Courtney Henderson

**From:** Rick W. Gerla  
**Sent:** Thursday, March 26, 2020 1:14 PM  
**To:** Barbara J. Casamento; Courtney L. Henderson; Jennifer Lambros  
**Subject:** RE: MRO Contract with Grainger  
**Importance:** High

GREAT NEWS BARBARA!!!

FMD will get you our annual number to you very soon.

**Rick Gerla**  
Facilities Management Administrator  
Jackson County, Missouri  
816-881-3748

**From:** Barbara J. Casamento <[BCasamento@jacksongov.org](mailto:BCasamento@jacksongov.org)>  
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Thanks, stay safe and let me know if you need anything.

## Barbara J. Casamento

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**From:** Matt E. Willier  
**Sent:** Friday, March 27, 2020 8:07 AM  
**To:** Barbara J. Casamento; Ana R. Maghe; Deloris M. Wells; David D. Epperson; John L. Johnson; Brian P. Nowotny; Rick W. Gerla; Courtney L. Henderson; Brian Gaddie; Caroline Deihl; Carolyn Barnett; Gwendolyn Cogshell; Kerri L. Moore; Kandi L. Brooke  
**Subject:** Re: MRO Contract with Grainger

Barbara,  
Public Works Road & Bridge will use this contract. I anticipate that we will use \$15,000 annually. Thanks.

Matt

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**From:** Barbara J. Casamento <BCasamento@jacksongov.org>  
**Sent:** Thursday, March 26, 2020 1:12 PM  
**To:** Ana R. Maghe <AMaghe@jacksongov.org>; Deloris M. Wells <DWells@jacksongov.org>; David D. Epperson <DEpperson@jacksongov.org>; John L. Johnson <jljohnson@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>; Rick W. Gerla <RGerla@jacksongov.org>; Courtney L. Henderson <CHenderson@jacksongov.org>; Brian Gaddie <BGaddie@jacksongov.org>; Caroline Deihl <CDeihl@jacksongov.org>; Matt E. Willier <MWillier@jacksongov.org>; Carolyn Barnett <Carolyn.Barnett@jacksongov.org>; Gwendolyn Cogshell <GCogshell@jacksongov.org>; Kerri L. Moore <klmoore@jacksongov.org>; Kandi L. Brooke <KBrooke@jacksongov.org>  
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BJC

## Barbara J. Casamento

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**From:** David D. Epperson  
**Sent:** Thursday, March 26, 2020 1:42 PM  
**To:** Barbara J. Casamento  
**Subject:** RE: MRO Contract with Grainger

We spend around \$1,000 yearly.

Captain David Epperson #07/0258  
Staff Services Division  
4001 NE Lakewood Court  
Lee's Summit, MO 64064  
(816) 541-8017  
depperson@jacksongov.org

**From:** Barbara J. Casamento  
**Sent:** Thursday, March 26, 2020 1:12 PM  
**To:** Ana R. Maghe <AMaghe@jacksongov.org>; Deloris M. Wells <DWells@jacksongov.org>; David D. Epperson <DEpperson@jacksongov.org>; John L. Johnson <jljohnson@jacksongov.org>; Brian P. Nowotny <BPNowotny@jacksongov.org>; Rick W. Gerla <RGerla@jacksongov.org>; Courtney L. Henderson <CHenderson@jacksongov.org>; Brian Gaddie <BGaddie@jacksongov.org>; Caroline Deihl <CDeihl@jacksongov.org>; Matt E. Willier <MWillier@jacksongov.org>; Carolyn Barnett <Carolyn.Barnett@jacksongov.org>; Gwendolyn Cogshell <GCogshell@jacksongov.org>; Kerri L. Moore <kimoore@jacksongov.org>; Kandi L. Brooke <KBrooke@jacksongov.org>  
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BJC

## Barbara J. Casamento

---

**From:** Deloris M. Wells  
**Sent:** Thursday, March 26, 2020 1:28 PM  
**To:** Barbara J. Casamento  
**Cc:** David D. Epperson; Ana R. Maghe  
**Subject:** RE: MRO Contract with Grainger

2019-JCDC spent \$2,202  
2019-Sherif's Office spent \$946

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**Sent:** Thursday, March 26, 2020 1:12 PM  
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BJC



CITY OF  
TUCSON

BUSINESS  
SERVICES  
DEPARTMENT

June 21, 2019

Sent via electronic mail, this day

Ron Price  
Sr. Government Sales Manager  
W.W. Grainger, Inc.  
100 Grainger Parkway  
Lake Forest, IL 60045  
Ron.Price@grainger.com

**Subject: Contract No. 192163 – Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services**

Dear Mr. Price:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Maintenance Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services** during the time period of **July 1, 2019 through December 31, 2020**.

Please find attached your pdf copy of the contract, purchase order and the designation of contract representative memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at 520.837.4137.

The City wishes to thank you for your interest and submittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenn Myers".

Jenn Myers, CPPB  
Principal Contract Officer



6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
8. **PRICE ADJUSTMENT:** The City will review fully documented requests for **Market Basket product** price adjustment at the end of the Contract's first year. Subsequent fully documented requests for price adjustment **for Market Basket products** may be made at the end of each Contract year that the Contract is in effect. Price adjustments may be a consideration in the continuance and/or renewal of the contract. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City.
9. **INSURANCE:** The Contractor agrees to:
- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable:

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

## SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with OMNIA Partners or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, OMNIA Partners, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.
3. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
4. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.