

# Professional Grade Tools & Diagnostic Equipment

## CONTRACT OVERVIEW

(automotive-related needs)

### STATE OF IDAHO

Each Contractor will have contract specific overviews created. The information in this document is the generic information provided for all Contractors. Please see each PADD Contractor Info Sheet for information specific to each Contractor.

## CATEGORY DESCRIPTIONS

### **Mandatory Use Categories:**

Professional Grade Tools & Diagnostic equipment

These Contracts will be predominantly for the purchase of goods. The **Participating Entity must utilize the Contract for the purchase of professional grade tools and diagnostic equipment that will be used for automotive-related needs.** For the purchase of professional grade tools and diagnostic equipment that will be used for facility maintenance, repair, or operations, items must be purchased under the state of Idaho's contracts for Facilities MRO: SBPO19200186, SBPO19200187, SBPO19200188, SBPO19200189, SBPO19200190, SBPO19200191, SBPO19200192, SBPO20200087, or any future contracts that provide the same services. In the event of any dispute, the State will make the final determination of how any given item is to be categorized.

### **MANDATORY USE CATEGORIES:**

**Professional Grade Tools** – used here as a term to distinguish from general use or consumer Grade products. It is intended to communicate a more durable product with the expectation that it will work better and longer in an environment where it is used more regularly. Built for extended heavy and repeated use, more rugged and tends to not malfunction as quickly. Also associated with better features and options which result in a high-end result. Excellent and extended warranties for product repairs are usually in place versus throw away and replace options.

Types of Tools included can be: wrenches, screwdrivers, pliers, pliers, saws, drills, masonry /concrete/ woodworking tools, hammers, bits, vises, heat/glue/caulking/staple guns, scythes/ sickles, shovels, rakes, hoes, grinders, lathes, chisels, brooms, files, awls, levels, stud finders, pipe bending tools, picks, axes, hatchets, machetes, chainsaws, post-holers, utility knives, and clamps. This includes various types of the above list including hand, hydraulic, powder actuated, and power versions. Battery Powered options are also included. No installation, maintenance or repair services are included.

**Diagnostic Equipment** – used for discovering what is wrong with things that do not work properly. Non-medical equipment. Can include automotive, electrical, plumbing, and other specialized areas which require unique diagnostic analysis for evaluation and repair.

# CONTRACT INFORMATION

## CATALOGS

Supplier shall have web-based catalog(s) and may deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Purchasing Entity upon request. Supplier should provide Lead State with electronic copy of its most recent catalog within five (5) business days of publication.

## PAYMENT

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different interest percentage is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

## COST, PRICES, AND RATES

Prices and rates shall include all anticipated charges including, but not limited to, standard freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Contractor's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No line item billing for travel will be allowed under this Master Agreement. Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to pre-approval of the Lead State and shall be subject to other applicable restrictions with respect to the frequency or amount of such adjustment. Additional terms related to pricing are set forth in Exhibit A, Section 11.

## SUPPLIER OUTSOURCING

All suppliers outsourcing of products which are not currently listed in the supplier's catalog or on-line ordering system must be direct line extension products. A product which has a similar item is an established and awarded product category, and supplier has a publicly recognized business partnership with the brand/or manufacturer.

## DELIVERY

Standard orders must be delivered to end users within 5 business days after receipt of order, unless product is a special-order item. Rush orders to end users must be delivered next day after receipt of order. 4.3.1. Acceptable hours for deliveries vary by location, and some facilities do not accept palletized deliveries. It is the Supplier's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the order is placed.

## NON-DELIVERY

After notification of impending short or out-of-stock items, Purchasing Entity may cancel balance of incomplete deliveries without penalty. Purchasing Entity may purchase shorted items that cannot be supplied by the Supplier by date required to the next awarded contractor, if this solicitation results in a multi-award situation.

## PAYMENT OPTIONS

After notification of impending short or out-of-stock items, Purchasing Entity may cancel balance of incomplete deliveries without penalty. Purchasing Entity may purchase shorted items that cannot be supplied by the Supplier by date required to the next awarded contractor, if this solicitation results in a multi-award situation.

#### **FREIGHT POLICY**

All shipments should be F.O.B. Destination to the specified location, with inside delivery. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier will pay title and risk of loss or damage charges.

#### **RETURN OF PRODUCT**

Any materials delivered in poor condition, or in excess of the amount authorized by purchase order may, at the discretion of the Purchasing Entity, be returned by the Supplier at the Supplier's expense within 5 days. Credit for returned goods shall be made immediately once the Supplier receives the returned goods. If any product is returned to a Supplier for failure of performance, the Supplier will, at the State's discretion, refund all amounts paid to the Supplier for such product or replace the product, and the following shall apply:

- Within five (5) days of written notification by the Purchasing Entity, the Supplier will make arrangements for the return of the product.
- The Supplier shall bear all shipping and insurance costs.
- Supplier shall be liable for damages to the product, unless caused by fault or negligence of the Purchasing Entity that occur during the return process.

#### **RETURN DUE TO USER ERROR**

Supplier shall provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free of charge as long as they occur at a regularly scheduled delivery time. Otherwise, Purchasing Entity may be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Supplier's nearest service location for such returns; no additional charges are allowed, including restocking fees. Supplier shall issue a credit to Purchasing Entity's account as soon as items have been received by the Supplier.

#### **PRICE VERIFICATION**

The Supplier should be able to provide manufacturer price lists and its own price lists at the State's request in order for the State to verify pricing. The Supplier should have its own Auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Supplier records in order to identify discrepancies. If Discrepancies are found, at a minimum, the Supplier will refund the State the difference and may be subject to other legal remedies.

#### **REBATES**

Offerors should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

#### **RECEIVING PROCEDURES AND ORDER INSPECTION**

Purchasing Entity shall inspect and verify deliveries, upon receipt of order. Products shall be matched against the packing slip and other specifications. Any cases damaged during loading, or delivery will

be rejected. Supplier shall replace with like or acceptable product at no charge within two business days of notice.