

COB - BOSAIR FORM

08/14/2025 10:21 AM (MST)



Welcome to the Board of Supervisors Agenda Item Report (BOSAIR) Form.

This form is used to submit agenda items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC PO SC2500000520

Award Type: Award

Requested Board Meeting Date: 09/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Climatec, LLC dba Climatec (Headquarters: Phoenix, AZ)

Project Title / Description: Edwards Fire Panels and Related Equipment

Purpose: Award: Supplier Contract No. SC2500000520. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options.
Administering Department: Facilities Management.

Procurement Method: Other

Insert additional Procurement Method Info, if applicable: Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB2500013187 was conducted. One (1) response was received. Award is to the responsive and responsible bidder.

RQID: 2500013187

Attachments: Notice of Recommendation for Award and Supplier Contract.

Program Goals/Predicted Outcomes: To provide Facilities Management with EST Edwards fire panel equipment, service, and repairs. The outcome will be properly functioning critical life safety fire panel systems. Proper maintenance will ensure the safety of County employees and visitors.

Public Benefit and Impact: Maintaining fire panel systems is critical to the safety of the public who utilize County building. Proper maintenance will assist in the prevention of costly repairs and will be cost savings for County constituents

Budget Pillar: • N/A

Support of Prosperity Initiative: N/A

Provide information that explains N/A

BOS Mtg 9/16

31 pgs (v)

how this activity supports the
selected Prosperity Initiative

Metrics Available to Measure
Performance:

County will request written quotes that will be reviewed for accuracy and compliance with all terms of the supplier contract by County personnel. Each invoice will be carefully reviewed before being processed for payment.

Retroactive:

NO

Contract / Award Information

Record Number: SC PO SC2500000520

Document Type: SC

Department Code: PO

Contract Number: SC2500000520

Commencement Date: 09/16/2025

Termination Date: 09/15/2026

Total Expense Amount:

\$500,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s)
Required: General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$500,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department: Procurement

Name:

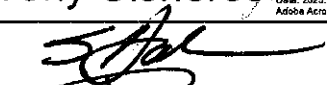
Stephen Romero

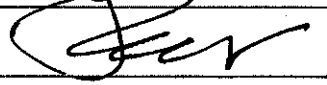
Telephone: 520-724-3021

Acting Division Manager Signature: Troy McMaster Digitally signed by Troy McMaster
DN: cn=Troy McMaster, o=Pima County, ou=Procurement,
email=troy.mcmaster@pima.gov, c=US
Date: 2025.08.14 17:39:10 -0700 Date: _____

Procurement Director Signature: Bruce D Collins Digitally signed by Bruce D Collins
Date: 2025.08.20 10:52:32 -07'00' Date: _____ Department _____

Director Signature: Tony Cisneros Digitally signed by Tony Cisneros
DN: cn=Tony Cisneros, o=Pima County, ou=Facilities
Management, email=Tony.Cisneros@pima.gov, c=US
Date: 2025.08.20 11:12:37 -07'00'
Adobe Acrobat version: 2025.001.20630 Date: _____ Deputy _____

County Administrator Signature:  Date: 8-20-2025 County _____

Administrator Signature:  Date: 8/20/25.



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: August 20, 2025

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB2500013187 for Edwards Fire Panels and Related Equipment that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after September 16, 2025.

Award is recommended to the responsive and responsible Bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Climatec. LLC dba Climatec	\$240,246.46	\$500,000.00 (including sales tax)

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

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

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

PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000520
Contract Start Date	09-16-2025
Contract End Date	09-15-2026
Contract Type	Warrant/Check
Contract Buyer	Stephen Romero
Contract Number	
Contract Email	

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Supplier	Contract Name
Climatec LLC 3895 N Business Ctr Dr Ste 185 Tucson, AZ 85705	Edwards Fire Panels and Related Equipment

Supplier Contact and Payment Terms	Shipping Method	Delivery Type	FOB
Phone: +1 (520) 5716805 Email: Tucsonservice@climatec.com Terms: Net 30 Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NET Amount	Used Amount
	USD	500,000.00	0.00

Contract/Amendment Description:

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$500,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

Catalog Items					
Line #	Item Description	UOM	Unit Price	Stock Code	INVTN
1	Booster Power Supply	Each	647.39		
2	Door Holder	Each	97.25		
3	Duct System Sensor	Each	253.33		
4	EST i064 Panel	Each	1,072.01		
5	EST- 3 LCD Board	Each	761.68		
6	EST- 3RS-485A Network Communication Card	Each	1,108.76		
7	EST- Annunciator Module W/LCD Display	Each	2,194.96		
8	EST- Control Relay SIGA-CR	Each	119.57		
9	EST- Detector Base	Each	17.06		
10	EST- Pull Station SIGA-270	Each	128.15		
11	EST- Remote Alarm Indicator SIGA-LED	Each	28.61		

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

PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000520
Contract Start Date	09-16-2025
Contract End Date	09-15-2026
Contract Type	Warrant/Check
Contract Officer	Stephen Romero
Contract Number	

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Catalog Item					
Line	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
12	EST- Serial Port	Each	124.73		
13	EST- Super Duct Smoke Detector SIGA-SD	Each	326.15		
14	EST- Super Duct, Air Sampler Tube SD-T8	Each	11.26		
15	EST- Universal Class A/ B Module	Each	169.55		
16	EST- Water Flow/ Tamper Module SIGA-WTM	Each	146.75		
17	EST-Class A Adapter Module SA-CLA	Each	124.73		
18	EST-FACP 1 Loop 64NPT, 2 Class B, NAC W/Dialer IO64RD	Each	1,072.01		
19	EST-Pull Station	Each	136.61		
20	EST4-CPU Panel	Each	1,589.63		
21	Genesis-Remote Annunciator LCD Red	Each	610.29		
22	Sample Tubes	Each	26.58		
23	Service Labor Rate After Hours (5:00 PM to 8:00 AM)	Hour	210.00		
24	Service Labor Rate Per Hour (Monday thru Friday)	Hour	140.00		
25	Service Labor Rate Weekend/Holiday	Hour	315.00		
26	Trip Charge for Service over 25 Miles from Downtown 150 W. Congress	Mile	0.50		

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PIMA COUNTY

Pima County Procurement Department
150 W. Congress St. 5th Fl
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000520
Contract Start Date	09-16-2025
Contract End Date	09-15-2026
Contract Type	Warrant/Check
Contract Officer	Stephen Romero
Contract Manager	
Contract Email	

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Supplier	Contract Name
Climatec LLC 3895 N Business Ctr Dr Ste 185 Tucson, AZ 85705	Edwards Fire Panels and Related Equipment

Supplier Contact and Payment Terms:	Shipping Method	Delivery Type	FOB
Phone: +1 (520) 5716805 Email: Tucsonserservice@climatec.com Terms: Net 30 Days:	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	Currency	NTE Amount	Used Amount
	USD	500,000.00	0.00

Contract/Amendment Description:

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PIMA COUNTY

Pima County Procurement Department
 150 W. Congress St. 5th Fl
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000520
Contract Start Date	09-16-2025
Contract End Date	09-15-2026
Payment Type	Warrant/Check
Buyer	Stephen Romero
Phone Number	
Email	

Page

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Contract Items					
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12	EST- Serial Port	Each	124.73		
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26	Trip Charge for Service over 25 Miles from Downtown 150 W. Congress	Mile	0.50		

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

OFFER AGREEMENT**1. PURPOSE**

This contract establishes a system-generated form Supplier Contract ("SC") for Contractor to provide Pima County ("County") with Edwards Fire Panels and Repair on an "as required basis" by issue of Delivery Order ("DO").

2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The SC will document the commencement date of the contract and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised SC document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract.

Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:

1	Contractor is a factory authorized EST fire alarm equipment dealer. Include documentation of proof with the Offer Agreement.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
2	Contractor employs EST certified technicians on staff. Include copies of technician certifications with the Offer Agreement.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
3	Contractor possesses all necessary permits and licenses and has been in the business providing Edwards Fire Panels and Related Equipment for a minimum of five (5) consecutive years. Include one (1) copy of licenses with the Offer Agreement.	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

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

4.1. General Specifications

- 4.1.1.** All equipment will be genuine EST brand new in box fire alarm equipment. The County will not accept used equipment or parts. All work will be performed in a professional and workmanlike manner. The County's authorized representative(s) will decide all questions that may arise as to the quality and acceptability of any work performed under this contract.
- 4.1.2.** Contractor shall have and maintain minimum office hours Monday through Friday from 8:00AM to 4:00PM MST to receive calls by County personnel for service and materials requests. Holidays excluded. Contractor will respond to requests for parts and regular service within one (1) business day. Contractor will provide and respond to emergency service calls within two (2) hours.
- 4.1.3.** Requests for material or service will be made by phone or email. Contractor will provide written quotes for all services and will require approval by County and accompanied by a purchase order (PO). No parts shall be ordered, or services performed without receiving approval and PO. In addition, Contractor will meet with the County's authorized representative(s) before work can begin on any FACP in use at any County facilities.
- 4.1.4.** Service(s) can be requested at any County owned or leased buildings throughout Pima County. Additional fees or travel charges are not allowable for travel within twenty-five (25) miles of 150 W. Congress, Tucson, AZ 85701.
- 4.1.5.** Contractor will adhere to all industry safety standards. Contractor will be solely responsible for initiating, maintaining, and supervising all safety procedures for its staff and crews. Contractor must take all necessary precautions necessary to prevent damage or injuries to County employees and/or the public due to work related tasks. Contractor will provide the necessary protection measures to prevent damages to County

buildings and surroundings structures. It will be the sole responsibility of Contractor to repair damages back to original condition or reimburse County for repairs due to negligence or accidental damages.

- 4.1.6. All work performed will comply with all local, state, federal code regulations and standards.
- 4.1.7. Contractor shall be financially responsible for obtaining all required licenses to comply with pertinent municipal, county, state, and federal laws, and assume liability for all applicable taxes including but not restricted to sales, and personal property. Contractor is responsible for obtaining all required permits.
- 4.1.8. County will not pay for any additional charges, such as, including, but not limited to, fuel surcharges, environmental fees, trip charges, overtime and delivery unless previously negotiated.
- 4.1.9. Background checks may be required for all employees of Contractor personnel providing service in restricted areas such as detention facilities, court buildings, and many other restricted areas. This requirement will be completed by the Pima County Sheriff's Department at no cost to Contractor. Contractor may be required to sign in and out at restricted facilities. Contractor may require escort by County staff. At all times, Contractor employees must wear proper identification visible on outer clothing while working on County sites.

4.2. Item Specifications

- 4.2.1. This is a **"no substitute"** contract. Contractor must provide items that conform to the specifications and requirements herein. Substitution of any item for an equivalent item is not permitted, and County will not allow any deviations.
- 4.2.2. Items listed in Bidnet do not represent all items that will be requested for this contract. Additional items will be sent to Contractor to quote as needed.
- 4.2.3. Items should be free of damage. Damaged items will be returned to the Contractor and replacement items will be delivered at no additional cost to the County. Damaged items will be immediately brought to the attention of the Contractor.
- 4.2.4. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.
- 4.2.5. Contractor will not be held responsible for any unforeseen delays caused beyond Contractor's control, provided prompt notice of delay is given as soon as Contractor has knowledge of said delays.
- 4.2.6. Contractor will provide a minimum of one (1) year warranty for all equipment, parts, and services provided pursuant to this contract.
- 4.2.7. Contractor will utilize premium freight method at no additional cost to County.
- 4.2.8. All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by 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 safety data sheets (SDS).

4.3. Requirements for Contractor's and Sub-Contractors to do business with Wastewater Reclamation Facilities:

- 4.3.1. All Contractor and subcontractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- 4.3.2. Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- 4.3.3. RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- 4.3.4. Contractor must wear an ID pass at all times while on plant site and return ID pass upon leaving the facility to Plant Site Administration Office.
- 4.3.5. Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of work ticket(s).
- 4.3.6. Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- 4.3.7. Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor's name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.

- 4.3.8. Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- 4.3.9. Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- 4.3.10. The County is not responsible for theft or damage to Contractor's property.
- 4.3.11. All possible safety hazards to workers or the public shall be corrected immediately. Work site shall be left in a safe condition at the end of each workday.
- 4.3.12. Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County.
- 4.3.13. Contractor must have OSHA compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- 4.3.14. Contractor shall be responsible for the safety of their employees at all times.
- 4.3.15. All chemicals used on RWRD Treatment Facilities require the Contractor to submit the SDS to the RWRD Treatment Point of Contact for approval prior to application.

5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse.
- ☐ Alternative energy/fuels (such as solar/wind energy; biodiesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- ☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- ☒ Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an SC (recurring requirements) to be effective on the document's date of issue without further action by either party. The SC will include the term of the contract.

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS & SERVICES

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

8. COMPENSATION & PAYMENT

The SC will establish the contractual unit pricing and Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract, and neither the NTE Amount nor unit pricing can be altered without amendment. **Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.**

8.1. Unit Prices (Net 30-day Payment Terms)

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

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

Pricing- Complete unit prices in Documents and Items tab on Bidnet.

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

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

8.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

8.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

8.4. Living Wage

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL)

documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the supplier's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr. List Price – (List price x Discount %) = Discounted Unit Price
EST Pricelist	150	2025	25%

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

8.6. Standard Payment Term

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

8.7. Optional Early Payment Discount Term

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

Optional Early Payment Discount: 0 % if payment tendered within 0 Days as indicated above.

8.8. Invoicing

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

All Invoice documents will reference County's PO number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

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

9. SUPPLIER RECORD MAINTENANCE

9.1. Pima County Supplier Record

Contractor must establish and maintain a complete Pima County Supplier record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document

(Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through vendors@pima.gov.

9.2. BidNet Vendor Record

Contractor must establish and maintain an active BidNet Vendor record. The record must be registered with a valid and monitored email address for Contractor. Use of BidNet by Contractor may be governed by terms and conditions as determined by BidNet, and County is not a party to any agreement formed by Contractor's use of the BidNet platform.

10. DELIVERY

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

Equipment will be delivered to: 150 W. Congress, 3rd Floor.

Monday through Friday, 8:00AM to 5:00PM.

Equipment may also be picked up by County staff at Contractor's local branch.

Contractor guarantees delivery of product or service after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

11. TAXES, FEES, EXPENSES

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

12. OTHER DOCUMENTS

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB2500013187 including the IFB, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

13. INSURANCE

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

13.1. Minimum Scope and Limits of Insurance

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

13.1.1. Commercial General Liability (CGL)

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

13.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

13.1.3. Workers' Compensation (WC) and Employers' Liability

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

13.2. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

13.2.1. Claims-Made Insurance Coverage

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

13.2.2. Additional Insured Endorsement

The General Liability, Business Automobile policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

13.2.3. Subrogation Endorsement

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

13.2.4. Primary Insurance Endorsement

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

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

13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

13.3. Notice of Cancellation

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

13.4. Verification of Coverage

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

13.4.1. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

13.4.2. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

13.5. Approval and Modifications

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	7/31/25				

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Section 7.1? Yes ☐ No ☒

(select one)

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

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

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16.BID/OFFER CERTIFICATION**CONTRACTOR LEGAL NAME:** Climatec, LLC**BUSINESS ALSO KNOWN AS:** Climatec**MAILING ADDRESS:** 3895 N Business Center Drive, Suite 185**CITY/STATE/ZIP:** Tucson, AZ 85705**REMIT TO ADDRESS:** Climatec, LLC Dept 730047 PO Box 660919**CITY/STATE/ZIP:** Dallas, TX 75266-0919**CONTACT PERSON NAME/TITLE:** Luis Vasquez**PHONE:** (520) 649-2017 **FAX:** N/A**CONTACT PERSON EMAIL ADDRESS:** lvasquez@climatec.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** Tucsonservice@climatec.com**CORPORATE HEADQUARTERS ADDRESS:** 2851 West Kathleen Road, Phoenix, AZ 85053**WEBSITE:** www.climatec.com

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of an SC document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE:  **DATE:** 8/13/25Jeremy Crotinger - Tucson Branch Manager**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** (520) 784-9420 jcrotinger@climatec.com**County Attorney Contract Approval "As to Form".**

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

2. PACKING

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

3. DELIVERY

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

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

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery. Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

4. SPECIFICATION CHANGES

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

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

5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

6. ACCEPTANCE OF MATERIALS AND SERVICES

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

7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the SC or PO and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of God or of the government. If County cancels an SC, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

8. FRAUD AND COLLUSION

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

9. COOPERATIVE USE OF RESULTING CONTRACT

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the SC, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

10. INTELLECTUAL PROPERTY INDEMNITY

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any 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 contract and any SC, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

11. INDEMNIFICATION

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any SC, PO or associated orders. 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.

12. UNFAIR COMPETITION AND OTHER LAWS

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

13. COMPLIANCE WITH LAWS

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

14. ASSIGNMENT

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

15. CANCELLATION FOR CONFLICT OF INTEREST

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

16. NON-DISCRIMINATION

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

17. NON-APPROPRIATION OF FUNDS

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

18. PUBLIC RECORDS

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

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

Contractor agrees to waive confidentiality of any price terms.

19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT

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

20. AMERICANS WITH DISABILITIES ACT

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

21. NON-EXCLUSIVE AGREEMENT

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

22. TERMINATION

County may terminate any contract and any SC, PO, DO or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: SC or PO; DO; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an SC, PO, or DO, if applicable; any other solicitation documents.

24. INDEPENDENT CONTRACTOR

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

25. BOOK AND RECORDS

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

26. COUNTERPARTS

The parties may execute the SC or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the SC and PO, the signed offer of Contractor and the system-generated SC or other agreement document signed by County are each an original and together constitute a binding SC, if all other requirements for execution are present.

27. AUTHORITY TO CONTRACT

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

28. 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 contract and any SC, PO, or DO to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

29. SUBCONTRACTORS

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

30. SEVERABILITY

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

31. LEGAL ARIZONA WORKERS ACT COMPLIANCE

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees,

and with the requirements of A.R.S. §§ 41-4401 and 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

32. CONTROL OF DATA PROVIDED BY COUNTY

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

33. ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

34. FORCED LABOR OF ETHNIC UYGHURS

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

35. HEAT INJURY AND ILLNESS PREVENTION AND SAFETY PLAN

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

36. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

IMPORTANT NOTICE

YOU MUST:

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Climatec LLC
Climatec Building Technologies Group
140 Grand Street, Suite 300
White Plains, NY 10601

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: April 30, 2026
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Climatec LLC
Climatec Building Technologies Group
CONTRACTORS LICENSE NO. ROC 218713 CLASS C-16

Specialty Commercial
Fire Protection Systems

THIS CARD MUST BE
PRESENTED UPON DEMAND

Tom Cole, Director

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Tom Cole, Director



City of Tucson

Business License

Business Name and Mailing Address:

CLIMATEC LLC
C/O CT-BL
140 GRAND ST STE 300
WHITE PLAINS, NY 10601-4840

License Number: T0181395

Issue Date: December 03, 2024

Expiration Date: December 31, 2025

Owner:

CLIMATEC LLC

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

Doing Business As:

CLIMATEC LLC

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

City of Tucson, Arizona
LICENSE SECTION
Effective: January 01, 2025
Expiration Date: December 31, 2025



Business License

Non-Transferable

T0181395

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: CLIMATEC LLC

Located At: 3895 N BUSINESS CENTER DR TUCSON, AZ 85705

Please refer to license number in all correspondence.

BY: _____

CFO/Assistant City Manager

Corey Ogle
District Manager
Arizona, Utah & Nevada
M: 480.267.6151 | Email: Corey.Ogle@Carrier.com

EDWARDS Detection & Alarm
8985 Town Center Parkway
Bradenton, FL 34202



August 12, 2025

Re: Climatec Tucson | **Edwards Strategic Partner**

To whom it may concern:

Climatec Tucson is an authorized Edwards Partner with the ability to sell, order, install, maintain, and service all Edwards Fire & Life Safety systems. As an Edwards Strategic Partner since 2001 they also have exclusive access to many Edwards services including but not limited to 24/7 technical support, firmware upgrades, and of course factory training to certify and ensure their personnel have the knowledge and resources available to install and maintain an Edwards Fire Alarm system.

This letter is to confirm **Climatec Tucson** as a Factory Authorized Edwards Partner serving the Southern State of Arizona.

Please don't hesitate to contact me if you have any questions or concerns.

Regards,

Corey Ogle

Corey Ogle
Edwards District Manager

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Climatec LLC
Climatec Building Technologies Group
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Phoenix, AZ 85053-4053

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LICENSE EFFECTIVE THROUGH: June 30, 2025
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Climatec LLC
Climatec Building Technologies Group
CONTRACTORS LICENSE NO. ROC 209134 CLASS R-11

Specialty Residential
Electrical

THIS CARD MUST BE
PRESENTED UPON DEMAND

Martin J. Quezada
Martin J. Quezada, Director

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A MESSAGE ON ASBESTOS

Asbestos is a naturally occurring mineral substance that can be pulled into a fluffy consistency. Asbestos fibers are soft and flexible yet resistant to heat, electricity and chemical corrosion. Pure asbestos is an effective insulator and can be mixed into cloth, paper, cement, plastic and other materials to make them strong.

These qualities once made asbestos very viable, but unfortunately, they also make asbestos highly toxic.

This brochure should only be used as an introduction and should not be used for legal advice.

INDUSTRIAL COMMISSION OF ARIZONA

ARIZONA DIVISION OF
OCCUPATIONAL SAFETY
AND HEALTH:

602.542.5795

WWW.AZICA.COM

ARIZONA REGISTRAR OF
CONTRACTORS:

602.542.1525

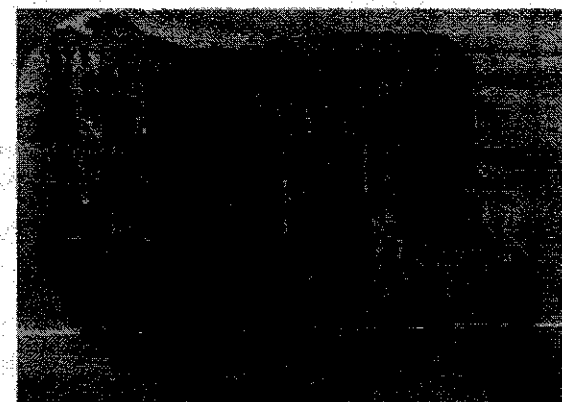
ROC.AZ.GOV

ARIZONA DEPARTMENT
OF ENVIRONMENTAL
QUALITY:

602.771.2300

WWW.AZDEQ.COM

THIS BROCHURE IS MEANT TO
BE AN INTRODUCTION TO
ASBESTOS AND SHOULD NOT BE
USED AS LEGAL ADVICE



ASBESTOS: THE SILENT CANCER

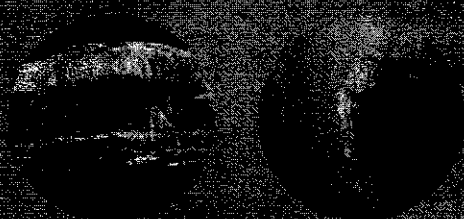
WHAT YOU
NEED TO KNOW

Pursuant with ARS 32-1128

IDENTIFY



CHRYSOCTILE



CROCIDOLITE



Chrysotile is the most commonly used asbestos and is used in cement, brake pads/linings and roofing material.

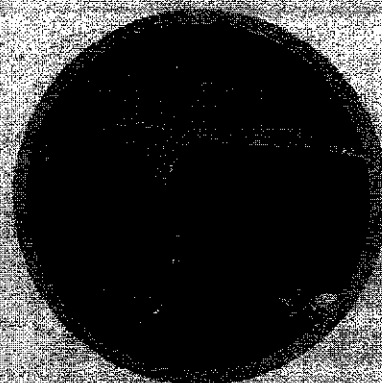
Crocidolite is mostly found in industrial manufacturing settings.

Amosite is found in cement sheet, plumbing insulation and electrical insulation.



ADEQ

HAZARDS



- Asbestos hazards may occur during manufacturing of asbestos-containing products; performing brake or clutch repairs; renovating or demolishing buildings; or cleanup from those activities.
- Asbestos workers have increased chances of getting two principal types of cancer: cancer of the lung tissue and mesothelioma.
- Some materials are presumed to contain asbestos if installed before 1981: thermal system insulation, roofing and siding shingles, vinyl floor tiles, plaster/cement/putties, ceiling tiles and spray coatings, industrial pipe wrapping, etc.



ICA

RULES

OSHA has rules for asbestos workers from the time they start depending on the type of work. General asbestos rules apply to all workers. Specific rules apply to workers who repair or maintain machinery that produces asbestos dust. Shipyard workers have special rules for asbestos removal. Asbestos workers must wear protective clothing and equipment. Asbestos workers must be trained and certified. Asbestos workers must follow strict rules for handling asbestos. Asbestos workers must use special equipment for cleaning up asbestos. Asbestos workers must follow strict rules for disposal of asbestos. Asbestos workers must follow strict rules for labeling and marking of asbestos-containing materials.



ROC

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Climatec LLC

CONTRACTORS LICENSE NO. ROC 318087 CLASS CR-67

Specialty Dual
Low Voltage Communication Systems

THIS CARD MUST BE
PRESENTED UPON DEMAND

Cynthia D. Casaus
Cynthia D. Casaus, Interim Director

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ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2025

ISSUED TO: CLIMATEC LLC
2851 W KATHLEEN RD
PHOENIX AZ 85053

ALL communications and
reports **MUST REFER** to
this LICENSE NO.

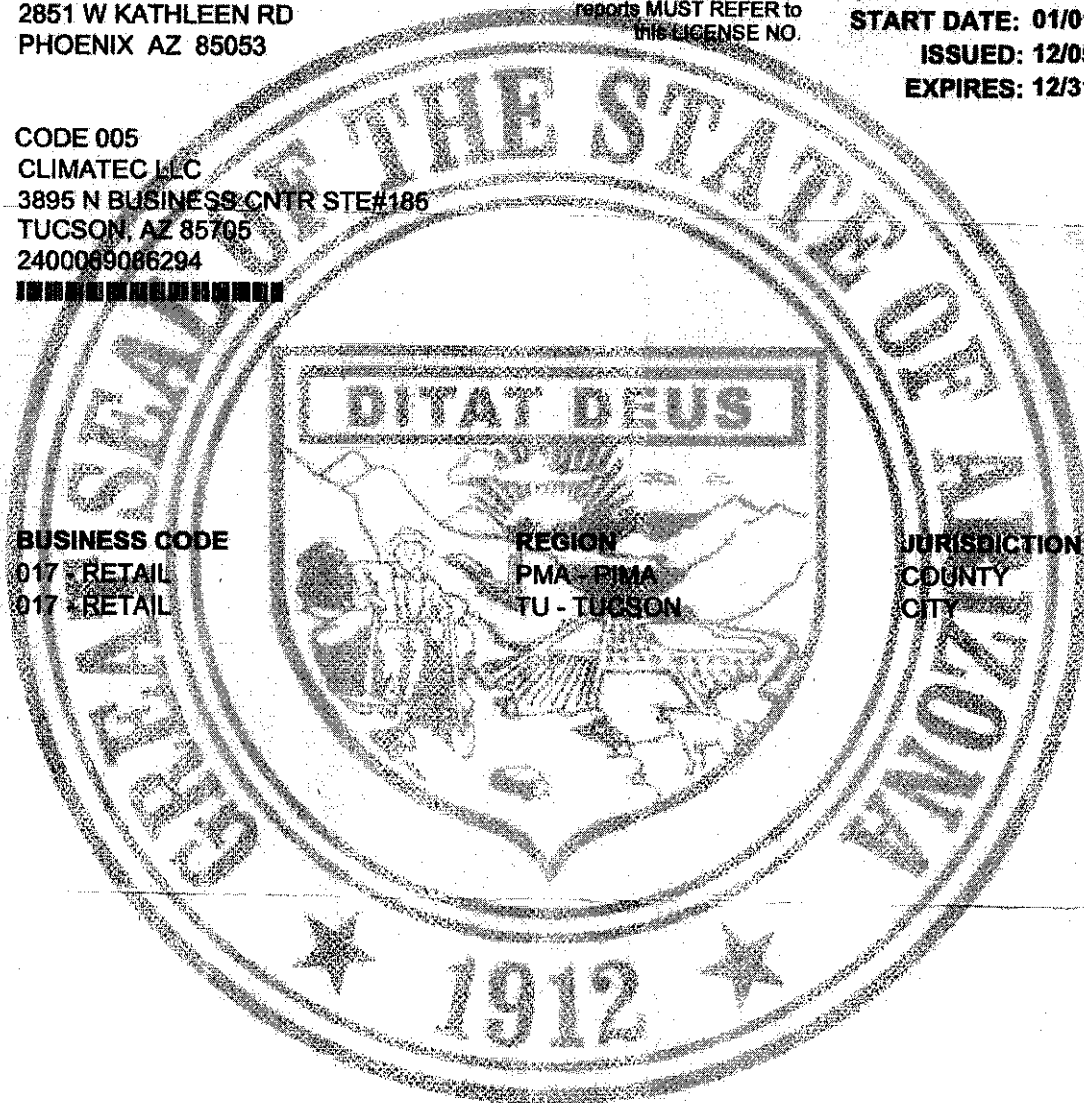
► **LICENSE:** 20005385
START DATE: 01/01/2004
ISSUED: 12/05/2024
EXPIRES: 12/31/2025

LOCATION: CODE 005
CLIMATEC LLC
3895 N BUSINESS CNTR STE#186
TUCSON, AZ 85705
2400069086294
[Barcode]

BUSINESS CODE
017 - RETAIL
017 - RETAIL

REGION
PMA - PIMA
TU - TUCSON

JURISDICTION
COUNTY
CITY



This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

002240202T0000P7068620300224