



## BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 7/11/2023

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Hennesy Mechanical Sales LLC. (Headquarters: Phoenix, AZ)

**\*Project Title/Description:**

Fairbanks Morse and Moyno Pumps and Parts

**\*Purpose:**

Award: Master Agreement No. MA-PO-23-212. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$380,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Regional Wastewater Reclamation

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 23-232 is recommended to Hennesy Mechanical Sales LLC, which has accepted the terms of the County's Offer Agreement.

PRCUID: 486392

Attachment: Master Agreement

**\*Program Goals/Predicted Outcomes:**

To obtain a contract source for pumps and parts to maintain operations at County water treatment facilities.

**\*Public Benefit:**

Processing and return of 2-3 million gallons daily of treated water reclaimed for municipal irrigation and reutilization.

**\*Metrics Available to Measure Performance:**

Department will monitor on time delivery and billing to ensure contract compliance.

**\*Retroactive:**

No.

TO: COB 6-16-23<sup>(1)</sup>  
Vers: 1  
pgs: 14

**THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED**

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-212  
 Commencement Date: 8/2/2023 Termination Date: 8/1/2024 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount \$ 380,000.00 \* ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required: WW Ops Fund**

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

**Amendment / Revised Award Information**

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

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required: \_\_\_\_\_**

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

**Grant/Amendment Information (for grants acceptance and awards)**

☐ Award ☒ Amendment

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

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required: \_\_\_\_\_**

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

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

\*Funding Source: \_\_\_\_\_

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

Contact: Procurement Officer, Michael Warren Digitally signed by Michael Warren Date: 2023.06.08 16:41:19 -07'00' Division Manager, Ana Wilber Digitally signed by Ana Wilber Date: 2023.06.08 16:48:27 -07'00'

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2023.06.08 17:25:06 -07'00'


Telephone: 724-3730

Department Director Signature: 

Date: 6/14/23

Deputy County Administrator Signature: 

Date: 6/14/2023

County Administrator Signature: 

Date: 6/15/2023



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 23000000000000000212

MA Version: 1

Page: 1 of 3

Description: Fairbanks Morse and Moyno Pumps and Parts

I	Pima County Procurement Department
S	150 W. Congress St. 5th Fl
S	Tucson AZ 85701
U	
E	Issued By: MICHAEL WARREN
R	Phone: 5207243730
	Email: michael.warren@pima.gov

T	Initiation Date: 08-02-2023
E	Expiration Date: 08-01-2024
R	
M	
S	

NTE Amount:	\$380,000.00
Used Amount:	\$0.00

V	HENNESY MECHANICAL SALES LLC	Contact:	BECKY ANTHONY
E	201 S 26TH ST	Phone:	602-996-3444
N		Email:	sales@hennesymech.com
D	PHOENIX AZ 85034	Terms:	0.00 %
O		Days:	30
R			

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Allowed
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$380,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

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



# MASTER AGREEMENT DETAILS

Master Agreement No: 23000000000000000212

MA Version: 1

Page: 2 of 3

Line	Description					
1	Pump, Vertical Dry Pit 12in, Fairbanks-Morse, E5574CT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$63,154.00			
2	Pump, Vertical, 10hp, Fairbanks Nijhuis, B5443					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36,390.00	33077		
3	Pump, Rotating Assy, Fairbanks Nijhuis, MB063036X01					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$15,003.30	17593		
4	Bearing Set, Fairbanks-Morse HYD60A149380					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23.66	27344		
5	Impeller, Fairbanks-Morse, CW,2VN,L12A1BW 0420F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9,090.90	27344		
6	Coupling, Fairbanks-Morse HYD36AF9906F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$152.88	17589		
7	Impeller w/Wear Ring, Fairbanks-Morse T4B1LZ0420F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,657.38	17586		
8	Seal, Mechanical, Fairbanks-Morse HYD1CX19906F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,193.01	17578		
9	Sleeve, Shaft, Fairbanks-Morse T40D14A 9610F					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$545.09	18140		
10	Packing Set, Fairbanks-Morse FMB063033D01					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$186.55	18114		
11	Pump, 15HP, Moyno 1F065G1SSQX3DBA					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30,064.80	27344		
12	Pump, 15HP, Moyno EZ, Z3AKC11RPB/E					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27,592.86	27344		
13	Stator, Urethane w/Probe Moyno 4254045004					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$13,650.00	33677		
14	Stator, Flouroelastomer, Moyno 2WB090 4252963002					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16,120.00	34646		
15	Stator, Moyno 2H175G1 4251858002					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,703.25	34129		
16	Stator, Moyno C320GQ 4074000402					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,535.82	16551		
17	Stator, Moyno Z1AKC11RPAA RRE10K2205					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,817.06	34021		
18	Rotor, Moyno 2H175G1 4240212007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$12,736.74	34710		
19	Rotor, Moyno C81EF2 4053010515					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,098.30	16522		





# MASTER AGREEMENT DETAILS

Master Agreement No: 23000000000000000212

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Line	Description					
20	Rotor, Moyno C72FG1 4064000402					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,637.74	16550		
21	Rotor, Moyno CDQ-3, C71J41, 4240649007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$14,776.35	33509		
22	Rotor, Moyno 2STG090 3653103015, 2WB090					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16,770.00	34006		
23	Kit, Seal Joint, H-Size, Moyno KPH88Q 4221064001					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$149.80	33140		
24	Kit, Seal Joint, H-Size, Moyno KPH952 4221058000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,159.16	33141		
25	Kit, Gear Joint Moyno KPE952 4221055000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$897.36	33454		
26	Kit, Gear Joint Moyno KPF952 4221056000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,516.02	33455		
27	Kit, Gear Joint Moyno KPJ952 4221059000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,014.75	33511		
28	Gear Joint Shell, Moyno PF0911 4240007004					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$395.40	33814		
29	Gear Joint Shell, Moyno PH0911 4240073004					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$728.12	33815		
30	Gear Joint Shell, Moyno PJ0911 4240022004					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,119.20	33816		
31	Gear Joint Shell, Moyno PF0911 4240007007					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$395.40	27344		
32	Bearing Kit, Moyno KPE291 4220105000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$511.34	33458		
33	Bearing Kit, Moyno KPF291 4220106000					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$549.51	33459		
34	Connecting Rod, Moyno PF0251 4230098001					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$597.05	33810		
35	Connecting Rod, Moyno PF0252 4230571001					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$597.05	33811		
36	Freeform					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT****1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with Fairbanks Morse and Moyno Pumps and Parts on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS**

The MA 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 MA 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**

Contractor certifies that it is licensed, competent, willing, and responsible for providing the products herein in accordance with the requirements of this contract. **(Include one (1) copy of business license with response)**

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK**

**4.1. General Specifications.** Contractor will provide County with Fairbanks Morse and Moyno Pumps and Parts including, but not limited to, those listed in Exhibit A - Sample Pricing. County will obtain quotes to purchase the required items. Contractor will quote products as specified in Section 8.1.

**4.2. Item Specifications.** This is a "**no substitute**" contract. Contractor must provide new OEM products that conform to the specifications and requirements listed herein. Substitution of any OEM item with an aftermarket product must first be approved by County. Contractor will enter sample prices in Exhibit A for contract funding purposes.

**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; bio-diesel; 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 MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract 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 (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

## 8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. The sum total of County payments to Contractor cannot exceed the established NTE Amount. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

### 8.1. Price Terms (see Exhibit A – Sample Pricing)

Contractor will enter Net List Prices for products listed in Exhibit A – Sample Pricing to calculate the current Sell Price based on the following formulas for OEM and non-OEM products:

- OEM Pumps - **Net List Price each x 1.35 = Sell Price**
- OEM and Non-OEM Parts less than \$9,999.00 – **Cost each x 1.30 = Sell Price**
- OEM and Non-OEM Parts greater than \$10,000.00 - **Cost each x 1.26 = Sell Price**

Sell prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Condition. Contractor will provide County with the manufacturer's list price catalog upon request. Contractor quotes shall express the applicable formula(s) stated above.

Purchase quantities in Exhibit A 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.

All pricing will be F.O.B. Destination & Freight Prepaid/Add ("F.O.B. Destination"). County will pay separate freight costs when added to the invoice. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates.

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

Contractor guarantees all quoted prices will be expressed in the pricing formulas above and remain fixed for 30 days. Quoted prices will not change at any time after an order is placed except where Contractor may give County the benefit of any price reduction before actual time of shipment.

### 8.3. Price Escalation

Contractor 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. **Price formulas will remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term no later than 90 days prior to the contract renewal date.** Parties may request an adjustment to the pricing formulas, up or down, based on market changes recorded in the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) **CUURS48ASAG, CUUSS48ASAG, Other goods and services** with the Base Index being the contract effective month/year. County may analyze BLS Producer Price Index (PPI) **WPU 11410212, Industrial Pumps (except hydraulic fluid power pumps), and WPU30120201, Long-distance motor carrying** for the same period to justify list price increase or decreases. County will only consider market activity occurring on or after the contract effective date.

### 8.4. Living Wage

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

**8.5. Additional Items and/or Services**

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 DO or DOM 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 30 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 DO or DOM document. Invoices must include product description, part number and quantity.

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

**9. VENDOR RECORD MAINTENANCE**

Contractor must establish and maintain a complete Pima County Vendor 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 <http://www.pima.gov/procure/venreg.htm>.

**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 specified in the "SHIP TO" field of the DO or DOM document, or as directed by County requestor.

Contractor guarantees immediate shipment of product upon availability and will notify requestor of the estimated delivery date within 10 (ten) business days after receipt of order, and provide shipment tracking and carrier information. County may request express shipping if desired.

**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. RFO-PO-486392-NSSS including the 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, Technology E&O, Network Security & Privacy Liability 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, Workers' Compensation and Technology E&O Policies 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. PERFORMANCE BOND (Not Required)****15. 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:

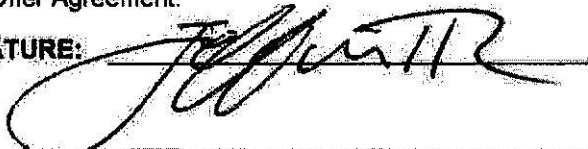
Amendment #	Date	Amendment #	Date	Amendment #	Date

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION (Not Applicable.)**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**17. BID/OFFER CERTIFICATION****CONTRACTOR LEGAL NAME: HENNESSY MECHANICAL SALES, LLC****BUSINESS ALSO KNOWN AS:****MAILING ADDRESS: 201 S. 26TH STREET****CITY/STATE/ZIP: PHOENIX, AZ 85034****REMIT TO ADDRESS: SAME AS ABOVE****CITY/STATE/ZIP:****CONTACT PERSON NAME/TITLE: JEFFERSON (JEFF) PALS - PRESIDENT****PHONE: 602-996-3444 FAX: 602-996-9408****FAX:****CONTACT PERSON EMAIL ADDRESS: jeff@hennesymech.com****EMAIL ADDRESS FOR ORDERS & CONTRACTS: CORPORATEWEBSITE: www.hennesymech.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 a MA or PO 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 his Offer Agreement.

**SIGNATURE:****DATE: June 8, 2023****PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL: JEFFERSON PALS - President 602-996-3444 - jeff@hennesymech.com**



**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 authorize 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 MA or Purchase Order ("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 a MA, 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 Proposer 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 MA, 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 MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**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 MA, 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, 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 MA, PO, Delivery Order, DOM 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: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, 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 MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**27. AUTHORITY TO CONTRACT**

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

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

**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. § 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. 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**

## EXHIBIT A - SAMPLE PRICING

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	EST PURCHASE QTY	UOM	NET LIST PRICE\$	MARK UP %	SELL PRICE\$
1	Pump, Vertical Dry Pit 12in, Fairbanks-Morse, E5574CT	1	EA	\$48,580.00	30%	\$63,154.00
2	Pump, Vertical, 10hp, Fairbanks Nijhuis, B5443	1	EA	\$27,993.00	30%	\$36,390.90
3	Pump, Rotating Assy, Fairbanks Nijhuis, MB063036X01	1	EA	\$11,541.00	30%	\$15,003.30
4	Bearing Set, Fairbanks-Morse HYD60A149380	1	EA	\$18.20	30%	\$23.66
5	Impeller, Fairbanks-Morse, CW,2VN,L12A1BW 0420F	1	EA	\$6,993.00	30%	\$9,090.90
6	Coupling, Fairbanks-Morse HYD36AF9906F	1	EA	\$117.60	30%	\$152.88
7	Impeller w/Wear Ring, Fairbanks-Morse T4B1LZ0420F	1	EA	\$3,582.60	30%	\$4,657.38
8	Seal, Mechanical, Fairbanks-Morse HYD1CX19906F	1	EA	\$917.70	30%	\$1,193.01
9	Sleeve, Shaft, Fairbanks-Morse T40D14A 9610F	1	EA	\$419.30	30%	\$545.09
10	Packing Set, Fairbanks-Morse FMB063033D01	1	EA	\$143.50	30%	\$186.55
11	Pump, 15HP, Moyno 1F065G1SSQX3DBA	1	EA	\$23,126.77	30%	\$30,064.80
12	Pump, 15HP, Moyno EZ, Z3AKC11RPB/E	1	EA	\$21,225.28	30%	\$27,592.86
13	Stator, Urethane w/Probe Moyno 4254045004	1	EA	\$10,500.00	30%	\$13,650.00
14	Stator, Flouroelastomer, Moyno 2WB090 4252963002	1	EA	\$12,400.00	30%	\$16,120.00
15	Stator, Moyno 2H175G1 4251858002	1	EA	\$5,925.58	30%	\$7,703.25
16	Stator, Moyno C320GQ 4074000402	1	EA	\$1,950.63	30%	\$2,535.82
17	Stator, Moyno Z1AKC11RPAA RRE10K2205	1	EA	\$2,936.20	30%	\$3,817.06
18	Rotor, Moyno 2H175G1 4240212007	1	EA	\$9,797.49	30%	\$12,736.74
19	Rotor, Moyno C81EF2 4053010515	1	EA	\$2,383.31	30%	\$3,098.30
20	Rotor, Moyno C72FG1 4064000402	1	EA	\$1,259.80	30%	\$1,637.74
21	Rotor, Moyno CDQ-3, C71J41, 4240649007	1	EA	\$11,366.42	30%	\$14,776.35
22	Rotor, Moyno 2STG090 3653103015, 2WB090	1	EA	\$12,900.00	30%	\$16,770.00
23	Kit, Seal Joint, H-Size, Moyno KPH88Q 4221064001	1	EA	\$115.23	30%	\$149.80
24	Kit, Seal Joint, H-Size, Moyno KPH952 4221058000	1	EA	\$1,660.89	30%	\$2,159.16
25	Kit, Gear Joint Moyno KPE952 4221055000	1	EA	\$690.28	30%	\$897.36
26	Kit, Gear Joint Moyno KPF952 4221056000	1	EA	\$1,166.17	30%	\$1,516.02
27	Kit, Gear Joint Moyno KPJ952 4221059000	1	EA	\$2,319.04	30%	\$3,014.75
28	Gear Joint Shell, Moyno PF0911 4240007004	1	EA	\$304.15	30%	\$395.40
29	Gear Joint Shell, Moyno PH0911 4240073004	1	EA	\$560.09	30%	\$728.12
30	Gear Joint Shell, Moyno PJ0911 4240022004	1	EA	\$860.92	30%	\$1,119.20
31	Gear Joint Shell, Moyno PF0911 4240007007	1	EA	\$304.15	30%	\$395.40
32	Bearing Kit, Moyno KPE291 4220105000	1	EA	\$393.34	30%	\$511.34
33	Bearing Kit, Moyno KPF291 4220106000	1	EA	\$422.70	30%	\$549.51
34	Connecting Rod, Moyno PF0251 4230098001	1	EA	\$459.27	30%	\$597.05
35	Connecting Rod, Moyno PF0252 4230571001	1	EA	\$459.27	30%	\$597.05
				<b>TOTAL BID AMOUNT</b>		<b>\$293,530.74</b>

**PRICE TERMS:** SELL PRICE = NET LIST PRICE + MARKUP. QUOTED PRICES ARE VALID FOR 30 DAYS AFTER SUBMITTAL DATE AND SUBJECT TO CHANGE THEREAFTER. **FREIGHT TERMS:** FOB DESTINATION/FREIGHT PREPAID AND ADDED TO INVOICE. **SALES TAX:** SELL PRICE MUST NOT INCLUDE SALES TAX. THIS COMPLETED DOCUMENT WILL BECOME PUBLIC RECORD UPON AWARD OF CONTRACT.