

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

Award COontract CGrant

Requested Board Meeting Date: 12/17/2024

\* = Mondatory, Information must be provided

or Procurement Director Award:

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

Sun Mechanical Contracting (Headquarters: Tucson, AZ).

#### \*Project Title/Description:

Kino Service Center Air Cooled Chiller Replacement

#### \*Purpose:

Award: Purchase Order No. PO2400016906. This contract is for a one-time award in the discrete amount of \$595,776.09 (including sales tax). Administering Department: Facilities Management.

#### \*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB2400010147 was conducted. Four (4) responses were received, one (1) of which was a no bid response. Award is to the lowest, responsive and responsible bidder.

#### RQUID: 2400010147

Attachments: Notice of Recommendation for Award and Purchase Order.

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

County seeks a qualified, skilled vendor with adequate experience to replace two (2) existing air-cooled chillers located at 2797 E. Ajo Way.

#### \*Public Benefit:

Kino Service Center is home to several Pima County departments and programs that provide a variety of services for the public. Improving and modernizing the building HVAC system with reliable and efficient units would benefit those who use the facility, and the employees who provide these services.

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

Pima County will have qualified representatives or a designated project coordinator who will oversee the project from start to finish. The project coordinator will ensure that the project specifications and overall scope of work are achieved.

#### \*Retroactive:

No.

TO: COB 12-10-24(1) Addendum Vers: 0 Paps: 45

Click or tap the boxes	THE APPLICABLE SECTION(S) BELOV to enter text. If not applicable, indicate (	V MUST BE COMPLETED /N/A". Make sure to complete mandatory (*) fields	
Contract / Award Information		· · · · · · · · · · · · · · · · · · ·	
Document Type: <u>PO</u>	Department Code: <u>PO</u>	Contract Number (i.e., 15-123): PO2400016906	
Commencement Date: 12/17/2024			
Expense Amount \$ <u>595,776.09</u> *	Reve	nue Amount: \$	· .
*Funding Source(s) required: <u>Energy</u>	/ Efficiency and Conservation Block G	ant (EECBG)	
Funding from General Fund?	′es 🖲 No 🛛 If Yes \$	% <u>0</u>	
Contract is fully or partially funded w	ith Federal Funds? 🦉 🤅 Yes 🤅 No		
If Yes, is the Contract to a vendor o	or subrecipient? Supplier		
Were insurance or indemnity clauses If Yes, attach Risk's approval.	modified? C Yes @ No		·
Vendor is using a Social Security Num If Yes, attach the required form per Adn			
Amendment / Revised Award Infor	mation		-
Document Type:	Department Code:	Contract Number (i.e., 15-123):	
Amendment No.:	AM	S Version No.:	
Commencement Date:	Nev	v Termination Date:	
	Pric	r Contract No. (Synergen/CMS):	
C Expense C Revenue C Incr	rease C Decrease		
Is there revenue included?	Am	punt This Amendment: \$	
*Funding Source(s) required:			
Funding from General Fund? CY	'es (` No If Yes \$	%	
Grant/Amendment Information (fo	or grants acceptance and awards)	C Award C Amendment	
Document Type:	Department Code:	Grant Number (i.e., 15-123):	
Commencement Date:	Termination Date:	Amendment Number:	
Match Amount: \$	C Revenu	Je Amount: \$	
*All Funding Source(s) required:	· · · · · · · · · · · · · · · · · · ·		
*Match funding from General Fund	d? C Yes C No If Yes \$	<u>%</u>	
*Match funding from other source *Funding Source:		%	
*If Federal funds are received, is fu	unding coming directly from the Federa	I government or passed through other organization(	s)?
Contact: Procurement Offier: Steph	nen Romero Romero Diglally signed by Stephen Date: 2024 12:09 09:49:43 - 07:00 Acting	Division Manager: Troy McMaster	County, surProcure , c=US
Department: Procurement Director		Telephone: <u>520-724-3021</u>	a
Department Director Signature:	7.2.	Date: 12. 9.2024	
Deputy County Administrator Signature		11. 6 2111	
Deputy County Automistrator Instrator	e:	Date: 12-9-LOLY	



# NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: December 9, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB2400010147 for Kino Service Center Air Cooled Chiller Replacement 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 December 17, 2024.

Award is recommended to the lowest, responsive and responsible Bidder.

	<u>D AMOUNT</u> 64,562.35	<u>AWARD AMOUNT</u> \$595,776.09 (including sales tax)
OTHER RESPONDENT NAMES	BID AMOUN	<u>\Т</u>
Pueblo Mechanical and Controls, LL	C \$797,185.00	)
Zona Mechanical, LLC	\$687,272.22	2
Border States Industries	No Bid	

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 <u>SBE@pima.gov</u>.

# OFFER AGREEMENT

#### 1. PURPOSE

This contract establishes a Purchase Order ("PO") for Contractor to provide Pima County ("County") with Kino Service Center Air Cooled Chiller Replacement.

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

The PO will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised PO document setting forth the requested changes.

#### 3. CONTRACTOR MINIMUM QUALIFICATIONS

The Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products 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 must possess and maintain, at a minimum, the ROC license C-79 (Air Conditioning and Refrigeration including Solar) <u>OR</u> CR-39 (Air Conditioning and Refrigeration) Contractor's license. Include copies of license with the Offer Agreement.	x	Yes	l.,	No
2	Contractor has been in the business of retrofitting and replacing like units in similar conditions including all necessary controls, wiring, and associated construction to achieve a desirable and acceptable outcome with minimal impact to the building users <u>AND</u> be experienced in installing energy efficient HVAC units. Include two (2) completed references with the Offer Agreement. See Exhibit E.	אז	Yes	<b>1</b>	No
3	Contractor must be registered with Systems for Award Management (SAM.gov). Provide proof of registration.	کا کا	Yes	Г	No

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

This Offer Agreement and attachments establish the requirements under which the Contractor will provide County the Kino Service Center building chiller replacements, as described herein.

#### 4.1. General Specifications

The Ino Service Center requires the replacement of one (1) 60-ton and one (1) 30-ton air cooled chillers with two (2) 70-ton air cooled chillers (Daiken AGZ070E or equivalent). The goal will be to schedule the unit replacements one at a time during business hours without interruption to the HVAC service to the building.

#### 4.2. Item Specifications

Refer to Exhibit A- Scope of Work (5 pages).

Refer to Exhibit B- Construction Drawings Kino Sports Complex (KSC) Chiller (8 pages).

Refer to Exhibit C- Pima County Facilities Management Design and Construction Standards (83 pages).

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. Grant Conditions

As applicable, at no additional cost to County, Contractor agrees to comply with all requirements included in the attached Exhibit D- Grants Documents (7 pages).

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### 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:

- IX 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 an offer and execute this contract by issuing a PO (discrete requirement) without further action by either party. The PO will document the term of the contract. The PO will include the delivery dates for the items and/or services.

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 PO 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.

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

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.

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.

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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/manufacturer'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		
N/A					

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.

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#### 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:** 

N/A % if payment tendered within

Days as indicated above.

N/A

#### 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.

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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. IFB2400010147 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.

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#### 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, Workers' Compensation 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 wavier 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.

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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 of the
#1	12/2/24		· · ·		

## 15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Yes No K Section 7.1? (select one)

If Yes, have you included your certification document? Yes

(select one)

No 🔳

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

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Solicitation No. IFB2400010147

Title: Kino Service Center Alr Cooled Chiller Replacement

16. BID/OFFER CERTIFICATION		
CONTRACTOR LEGAL NAME: Sun Mechanical Contracting	1	
BUSINESS ALSO KNOWN AS:		
MAILING ADDRESS: 3951 E. Columbia St.		
CITY/STATE/ZIP:Tucson AZ 85714		
REMIT TO ADDRESS: Same		
CITY/STATE/ZIP:		÷,
CONTACT PERSON NAME/TITLE: Chuck Spanyard/ Account Manager		
PHONE: (480)320-8575 FAX:	(520)790-5513	
CONTACT PERSON EMAIL ADDRESS:cspanyard@sunmechanical.net	· · · · · · · · · · · · · · · · · · ·	*
EMAIL ADDRESS FOR ORDERS & CONTRACTS:CSpanyard@sunmechanica	al.net	
CORPORATE HEADQUARTERS ADDRESS: 3951 E. Columbia St. Tucson A	Z 85714	

WEBSITE: www.sunmechanical.net

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. 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 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 this Offer Agreement.

SIGNATURE: Thu	ek Sponyard	DATE:	12/02/24	· · ·
PRINTED NAME & TIT	LE OF AUTHORIZED CONTRAC	Manage TOR REPRESENT	ATIVE EXECUTING OF	FER
PHONE AND EMAIL:	(480)320-8575/ cspanyuard@	sunmechancial.net		• •

County Attorney Contract Approval "As to Form".

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### 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 to 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.

Offer Agreement Revised June 2024 Page 9 of 15

### 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, 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.

Offer Agreement Revised June 2024

Page 10 of 15

#### 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**

<u>Disclosure</u>. 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.

Offer Agreement Revised June 2024

### Solicitation No. IFB2400010147

Title: Kino Service Center Air Cooled Chiller Replacement

# 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.

Offer Agreement Revised June 2024

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#### 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. COUNTEPARTS

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.

Offer Agreement Revised June 2024

### 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; 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.

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## 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

Offer Agreement Revised June 2024 Page 15 of 15

Solicitation No. IFB-240000389

Title: Replace chillers at Kino Service Center

# **ATTACHMENT 1: REFERENCE REQUEST (1 PAGE)**

Name of Supplier for whom reference is given: Sun Mechanical Contracting

- 1. Complete the following reference information requested for the above mentioned Contractor.
- 2. Contractor must have been awarded a project with a similar scope of work as specified in this solicitation within the last five (5) years.

Customer/Company Name:	Contact Name (first, last):	Contact Title:	
Daikin Applied	Nick Tilley	Project Man	ager
Company Address:	Contact Phone Number:	Date of Servi	ce(s):
3922 E. University Drive Suite #7 Phoenix AZ 85034	602-997-0622	03/24	· · · · ·
Description of Project(s): Install 4 air cooled chillers for Sierra Vi	sta Schools		<b>NAN 1999 YANG MANANG MANAN</b> ANG MANANANA MANANA MA
			· · ·
			· .
	· · ·		
•			
Did the project(s) require the instal	ation of energy efficient HVAC	units?	
Yes			
·	· .		· · ·

\*Pima County reserves the right to check references provided by the firm prior to upon submission of bid. Substantial negative feedback may be reason for firm's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

Solicitation No. IFB-240000389

Title: Replace chillers at Kino Service Center

# **ATTACHMENT 1: REFERENCE REQUEST (1 PAGE)**

Name of Supplier for whom reference is given: \_\_\_\_Sun Mechanical Contracting

- 1. Complete the following reference information requested for the above mentioned Contractor.
- 2. Contractor must have been awarded a project with a similar scope of work as specified in this solicitation within the last five (5) years.

Customer/Company Name:	Contact Name (first, last):	Contact Title:	
Pima County Facilities Management	Robert Lablue		
Company Address:	Contact Phone Number:	Date of Service(s):	
150 S. Church	520-204-6919	10/2022	
Description of Project(s):	· · ·	<b>i</b>	
Install 2 york chillers in the baseme	nt of the pennington plant, replace	6 pumps in same location	
	· .		
	•		
	· · · · ·		
Did the project(s) require the instal	ation of energy efficient HVAC	units?	· .
Yes No			

\*Pima County reserves the right to check references provided by the firm prior to upon submission of bid. Substantial negative feedback may be reason for firm's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

Solicitation No. IFB-240000389

Title: Replace chillers at Kino Service Center

# **ATTACHMENT 1: REFERENCE REQUEST (1 PAGE)**

Name of Supplier for whom reference is given: Sun Mechanical Contracting

- 1. Complete the following reference information requested for the above mentioned Contractor,
- 2. Contractor must have been awarded a project with a similar scope of work as specified in this solicitation within the last five (5) years.

Customer/Company Name: Pima Community College	Contact Name (first, last): Lee Heller	Contact Title: Facílities Manager
Company Address: 1255 N. Stone Ave. Tucson AZ 85709	Contact Phone Number: 520-490-0963	Date of Service(s): 10/2023
Description of Project(s): Install 2 air cooled chillers at dow	ntown campus new building.	
Did the project(s) require the inst	allation of energy efficient HVAC	units?
Yes × No		

\*Pima County reserves the right to check references provided by the firm prior to upon submission of bid. Substantial negative feedback may be reason for firm's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

		Ombudsman-Citizens <sup>®</sup> Aide			AZ.Gov (https://az.gov/search/google)	2	{https://az.gov/i
	Visit OpenBooks (https://openbooks.az.gov/) (https://www.azoca.gov/)	•	Get the facts or	COVID-19 (https://azdhs.gov/covid19/index.php)			
, . 	Arizona Registrar of Contractors (https://roc.az.gov/)		Home	Contractor Search (https://azroc.my.site.com	n/AZRoc/s/contractor-search)	Faq	Login/Register (https://azroc.my

### **Contractor Search**

To find out if a contractor's ROC license is current and see other information related to the license, enter their 6 digit license number or their name below. If searching by a person's name, be sure to use first then last - for example: 'John Doe' instead of 'Doe, John'. You can also use the ADVANCED SEARCH functions by clicking the gray "Advanced Search" button below to search by City, Classification, Status and more. Click to read the complete instructions.

If you are looking for a complete list of our current contractors, we highly recommend using our Posting List (https://roc.az.gov/posting-list) page.

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sUN mECHANICAL cONTRACTING

Advanced Search

Search

IF YOU EXPERIENCE A TECHNICAL PROBLEM, PLEASE CLICK HERE (mailto:Webmaster@roc.az.gov).

BUSINESS	NAME AND TITLE	LICENSE NO.	CLASS	QUALIFYING PARTY	STATUS	CITY, STATE, ZIP	PHONE	MORE INFO
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Sun Mechanical Contracting Inc	Party) Gregory Joseph Hester (Secretary:Treasurer:Vice President) Steven Ray Crouse (President)	ROC 071040 (/AZRoc/s/contractor-search? ficenseld=a0ot000000Ngm3AAC1	<u>C-37</u> <u>Plumbios</u>	Steven Ray Crouse	<u>Active I/AZRoc/s/contractor-</u> <u>search?</u>   <u>icenseid=a0ot0000000Ngm3AAC)</u>	TUCSON, AZ, B5714	(520) 790- 3100	More Info J/AZRoc/s/contractor- search? licenseld=aGot0000000Ngm3AAC1
	R S Industries (Subsidiary) Kevin Allen Conklin (Officer)	RDC 165636 (/AZRoc/s/contractor-search2 licenseld=a0ot000000Nh5gAAC)	<u>C-4 Boilers.</u> <u>Steamfitting</u> and Process Piping	Steven Ray Crouse	Active i/AZRoc/s/contractor- search? licenseld=a0ot0000000Nh5gAAC)	1 - and 1.14 + monome hence	no on the state of the state	More Info (/AZRoc/s/contractor- search? licenseld=a0ot0000000Nh5gAAC)
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ARIZONA DEPARTMENT OF REVENUE ATTN: Customer Care and Outreach PO BOX 29032 Phoenix, AZ 85038-9032



001920206L0000P6978180200192

# 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.

2024

ALL communications and -

this LICENSE NO.

reports MUST REFER to

122, 319717-34,447

ISSUED TO: SUN MECHANICAL CONTRACTING INCORPORATED 10955 160TH ST DAVENPORT IA 52804 LICENSE: 10070922 START DATE: 01/01/1979 ISSUED: 12/22/2023 EXPIRES: 12/31/2024

LOCATION: CODE 001

SUN MECHANICAL CONTRACTING INC 3951 E COLUMBIA ST TUCSON, AZ 85714 2300066930600

		and the second
BUSINESS CODE	REGION	JURISDICTION
029 - USE TAX	MAH-GILA RIVER	RESERVATION
	(MARICOPA)	
030 - USE TAX FROM INVENTORY	MAH - GILA RIVER	RESERVATION
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029 - USE TAX	MAN - PASCUA-YAQUI	RESERVATION
	(MARICOPA)	
030 - USE TAX FROM INVENTORY	MAN - PASCUA-YAQUI	RESERVATION
	(MARICOPA)	
029 - USE TAX	MAT - TOHONO O'ODHAM	RESERVATION
	(MARICOPA)	
030 - USE TAX FROM INVENTORY	MAT - TOHONO O'ODHAM	RESERVATION
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015 - CONTRACTING - PRIME	PMT - TOHONO O'ODHAM	RESERVATION
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029 - USE TAX	(PIMA)	RESERVATION
030 - USE TAX FROM INVENTORY		RESERVATION
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029 - USE TAX	PNH - GILA RIVER (PINAL)	RESERVATION
	PNH - GILA RIVER (PINAL)	
030 - USE TAX FROM INVENTORY	FIND " GILA KIVER (FINAL)	RESERVATION

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.

# LICENSE: 10070922

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BUSINESS CODE	REGION	JURISDICTION
029 - USE TAX	PNT - TOHONO O'ODHAM	RESERVATION
	(PINAL)	
030 - USE TAX FROM INVENTORY	PNT - TOHONO O'ODHAM	RESERVATION
	(PINAL)	0011117/
015 - CONTRACTING - PRIME		COUNTY
029 - USE TAX	COC - COCONINO	COUNTY
030 - USE TAX FROM INVENTORY	COC - COCONINO	COUNTY
315 - MRRA AMOUNT	COC - COCONINO	COUNTY
015 - CONTRACTING - PRIME	COH - COCHISE	COUNTY
029 - USE TAX	COH - COCHISE	COUNTY
030 - USE TAX FROM INVENTORY	COH - COCHISE	COUNTY
029 - USE TAX	GLA - GILÁ	COUNTY
030 - USE TAX FROM INVENTORY	GLA - GILA	COUNTY
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
029 - USE TAX	GRA GRAHAM	COUNTY
030 - USE TAX FROM INVENTORY	GRA - GRAHAM	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
029 - USE TAX	MAR - MARICOPA	COUNTY
030 - USE TAX FROM INVENTORY	MAR - MARICOPA	COUNTY
315 - MRRA AMOUNT	医尿液性输出性软化的 法财产的现在分词行为 化电子环境 计可以指示字符 一个人	COUNTY
015 - CONTRACTING - PRIME		COUNTY
	MOH - MOHAVE	
029 - USE TAX	MOH - MOHAVE	COUNTY
030 - USE TAX FROM INVENTORY	MOH - MOHAVE	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
029 - USE TAX	PMA-PIMA	COUNTY
030 - USE TAX FROM INVENTORY	PMA - PIMA	COUNTY
129 - USE TAX DIRECT PAYMENTS	PMA - PIMA	COUNTY
215 - PRE-6/2010 CONTRACTING	PMA - PIMA	COUNTY
315 - MRRA AMOUNT	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	PNL - PINAL	COUNTY
029 - USE TAX	PNL - PINAL	COUNTY
030 - USE TAX FROM INVENTORY	PNL - PINAL	COUNTY
215 - PRE-6/2010 CONTRACTING	PNL - PINAL	COUNTY
· · · · · · · · · · · · · · · · · · ·	PNL - PINAL	COUNTY
015 - CONTRACTING - PRIME	STC - SANTA CRUZ	COUNTY
029 - USE TAX	STC - SANTA CRUZ	COUNTY
	STC - SANTA CRUZ	COUNTY
315 - MRRA AMOUNT	STC - SANTA CRUZ	COUNTY
015 - CONTRACTING - PRIME	YAV - YAVAPAI	COUNTY
029 - USE TAX		COUNTY
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030 - USE TAX FROM INVENTORY		COUNTY
029 - USE TAX	AV - AVONDALE	CITY
030 - USE TAX FROM INVENTORY	AV - AVONDALE	CITY
015 - CONTRACTING - PRIME	BS - BENSON	CITY
030 - USE TAX FROM INVENTORY	BS - BENSON	CITY
015 - CONTRACTING - PRIME	CG - CASA GRANDE	CITY

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# LICENSE: 10070922

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	PEOLON	JURISDICTION
<b>BUSINESS CODE</b> 315 - MRRA AMOUNT 015 - CONTRACTING - PRIME 029 - USE TAX		
315 - MRRA AMOUNI		
015 - CONTRACTING - PRIME		
029 - USE TAX	CH - CHANDLER	
030 - USE TAX FROM INVENTORY	CH - CHANDLER	
315 - MRRA AMOUNT	CH - CHANDLER	
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315 - MRRA AMOUNT	EL - ELOY	CHY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
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315 - MRRA AMOUNT	FS - FLAGSTAFF	CITY
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030 - USE TAX FROM INVENTORY	GE - GLENDALE	CITY
030 - USE TAX FROM INVENTORY	HY - HAYDEN SA	<b>SCHO</b>
029 - USETAX	KM - KINGMAN	CITY
029 - USE TAX	KN - KEARNY	CITY
030 - USE TAX FROM INVENTORY	KN - KEARNY	CITY
015 - CONTRACTING - PRIME	MA - MARANA	CITY
029 - USE TAX 029 - USE TAX 030 - USE TAX FROM INVENTORY 015 - CONTRACTING - PRIME 029 - USE TAX	MA-MARANA	- ULIY
030 - USE TAX FROM INVENTORY	MA - MARANA	CITY
315 - MRRA AMOUNT	MA - MARANA	
015 - CONTRACTING - PRIME	ME-MESA	CITY CITY CITY
030 - USE TAX FROM INVENTORY 315 - MRRA AMOUNT 015 - CONTRACTING - PRIME 029 - USE TAX	ME - MESA	CITY
		CITY
315 - MRRA AMOUNT	ME - MESA	CITY
315 - MRRA AMOUNT 315 - MRRA AMOUNT 315 - MRRA AMOUNT 315 - MRRA AMOUNT	ME - MESA ME - MESA ME - MESA OR - ORO VALLEY	CITY
315 - MRRA AMOUNT	OR - ORO VALLEY	CITY
315 - MRRA AMOUNT	PA - PATAGONIA	CITY
029 - USE TAX	OR - ORO VALLEY PA - PATAGONIA PE - PEORIA PE - PEORIA PR - PRESCOTT PR - PRESCOTT PR - PRESCOTT PX - PHOENIX PX - PHOENIX PX - PHOENIX PX - PHOENIX	CITY
030 - LISE TAX FROM INVENTORY	PE - PEORIA	CITY
015 - CONTRACTING - PRIME 029 - USE TAX	PR - PRESCOTT	CITY
029 - USE TAX	PR - PRESCOTT	CITY
029 - USE TAX 030 - USE TAX FROM INVENTORY 015 - CONTRACTING - PRIME	PR - PRESCOTT	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME 029 - USE TAX	PX - PHOENIX	CITY
030 - USE TAX FROM INVENTORY	PX - PHOENIX	CITY
315 - MRRA AMOUNT	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	SA - SAHUARITA	CITY
	SA - SAHUARITA	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
030 - USE TAX FROM INVENTORY	SC - SCOTTSDALE	CITY
315 - MRRA AMOUNT	SC - SCOTTSDALE	CITY
029 - USE TAX	SE - SEDONA	CITY
030 - USE TAX FROM INVENTORY	SE - SEDONA	CITY
015 - CONTRACTING - PRIME	SF - SAFFORD	CITY
029 - USE TAX	SF - SAFFORD	CITY
029 - USE TAX 030 - USE TAX FROM INVENTORY	SF - SAFFORD	CITY
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# LICENSE: 10070922

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BUSINESS CODE	REGION	JURISDICTION
029 - USE TAX	SP - SURPRISE	CITY
029 - USE TAX	SR - SIERRA VISTA	CITY
030 - USE TAX FROM INVENTORY	SR - SIERRA VISTA	CITY
015 - CONTRACTING - PRIME	SV - SPRINGERVILLE	CITY
029 - USE TAX	TE - TEMPE	CITY
030 - USE TAX FROM INVENTORY	TE - TEMPE	CITY
015 - CONTRACTING - PRIME	TU - TUCSON	CITY
029 - USE TAX	TU - TUCSON	CITY
030 - USE TAX FROM INVENTORY	TUSON	CITY
315 - MRRA AMOUNT	TU - TUCSON	CITY

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Page 4 of 4



**City of Tucson** 

**Business License** 

**Business Name and Mailing Address:** 

License Number: T0065287 issue Date: January 22, 2024 Expiration Date: December 31, 2024

SUN MECHANICAL CONTRACTING INC C/O ACCOUNTS PAYABLE 3951 E COLUMBIA ST TUCSON, AZ 85714

#### Owner:

SUN MECHANICAL CONTRACTING INCORPORATED

Doing Business As: SUN MECHANICAL CONTRACTING INC This license/permit is non-transferable and must be posted in a conspicuous place at the business location.

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

<u>City of Tucson, Arizona</u> <u>LICENSE SECTION</u> <u>Effective: January 01, 2024</u> <u>Expiration Date: December 31, 2024</u>



	Non-Transferable	
Ľ	T0065287	
	MUST BE DISPLAYED IN A CONSPICUOUS PLACE	

# **Business License**

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.

BY:

Issued To: SUN MECHANICAL CONTRACTING INC Located At: 3951 E COLUMBIA ST TUCSON, AZ 85714

Please refer to license number in all correspondence.

**CFO/Assistant City Manager** 

Important Reps and Certs Upc Jul 18, 2024	late Show Details		$(\mathbf{x})$		See All Alerts		
Entity Validation Show Detain Nov 20, 2024	ils	19 <sup>-</sup> 2000 - 11 - 12 2000 - 10000 19 - 2000 - 2001 - 2000 - 10000					
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Entity Registration						•	
Core Data							
Business Information				•			
Entity Types	Alfradruce de Las Regionedantes						
Financial Information		:					
Points of Contact		· .					
Assertions							
Reps and Certs (FAR/DFARS)			·				
Reps and Certs (Financial Assistance)							
Exclusions		-					
Responsibility / Qualification							

**Active Registration** 

网络

# SUN MECHANICAL CONTRACTING, INC.

Unique Entity ID CS4JP2Y25ZF3

CAGE/NCAGE
4P0P1

**Physical Address** 

3951 E Columbia ST Tucson, Arizona 85714-2155, United States Mailing Address 3951 E Columbia ST Tucson, Arizona 85714-2155, United States

# Purpose of Registration All Awards

### Version

Owner

Owner

Owner

Immediate

**Highest Level** 

Current Record

# **BUSINESS INFORMATION**

Doing Business As	URL
(blank)	http://www.sunmecha nical.net
Division Name (blank)	Division Number (blank)
Congressional District Arizona 06	State/Country of Incorporation Arizona, United States

(blank) (blank)

w.sunmecha	Registr
umber	Activatio
	Oct 2, 20
	Culturation

# **Registration Dates**

Activation Date Oct 2, 2024 Submission Date Sep 30, 2024

Jan 4, 1979

Initial Registration Date Feb 22, 2007

# CAGE Legal Business Name Entity Dates (blank) (blank) Entity Start Date

Fiscal Year End Close Date Sep 30

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Sep 30, 2025

Expiration Date

nt Record

# **Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

# SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes Yes

# ENTITY TYPES

# **Business Types**

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	(blank)

# Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

# FINANCIAL INFORMATION

# **Payments**

Accepts Credit Card Payments No Debt Subject To Offset ⑦ No

# ACCOUNT DETAILS

EFT Indicator 0000 CAGE Code 4P0P1

# **POINTS OF CONTACT**

# **Electronic Business**

**Primary Point of Contact** 

# Deanna Kern

Address

3951 E Columbia ST

Tucson, Arizona 85714-2155

United States

# **Alternate Point of Contact**

# **Greg Hester**

Address 3951 E Columbia ST Tucson, Arizona 85714 United States

# **Government Business**

# Primary Point of Contact

# **Greg Hester**

Address

3951 E Columbia ST

Tucson, Arizona 85714-2155

United States

# Alternate Point of Contact

### Steven Crouse

Address

3951 E Columbia ST Tucson, Arizona 85714-2155 United States

# **Past Performance**

# Primary Point of Contact

# **Steven Crouse**

Address

3951 E Columbia ST Tucson, Arizona 85714 United States

# **Alternate Point of Contact**

# **Greg Hester**

Address 3951 E Columbia ST Tucson, Arizona 85714 United States



Feedback

Our Website
About This Site
Our Community
Release Notes
System Alerts
Policies
Terms of Use
Privacy Policy
Restricted Data Use
Freedom of Information Act
Accessibility

**Our Partners** Acquisition.gov USASpending.gov Grants.gov More Partners **Customer Service** Help

**Check Entity Status** 

Federal Service Desk

External Resources



# ▲ WARNING

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Contact

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

# SAM.gov An official website of the U.S. General Services Administration

#### **Exhibit A - Scope of Work**

- 1. General Intent and Expectations
  - 1.1. Pima County Facilities Management ("County") seeks a qualified HVAC Contractor ("Contractor") to remove two existing air-cooled chillers located at the Kino Service Center at 2797 E. Ajo Way, Tucson, AZ 85713 and install two (2) new chillers. The replacement chillers will be two (2) 70-ton air cooled chillers; model Daiken AGZ070E or equivalent. County's expectation of Contractor is to remove the existing chiller units and install the new units individually (one at a time) during business hours (M-F, 7am-Spm) without interruption to the HVAC service to the building. All demolition and installation of one chiller unit must be completed prior to starting on the second unit. This includes all quality assurance testing and final checks before starting the removal of the second unit.
  - 1.2. Contractor is required to supply all necessary equipment, materials, and labor to complete the demolition (if required), removal and proper disposal of the existing units. All work must be done in accordance with industry standards, including but not limited to, safety standards as defined by OSHA. Contractor must install new units in a complete manner, with all associated components. Complete is defined as operating per manufacturer guidelines without issue.
  - 1.3. Contractor is required to use all material, equipment, installation and other items in accordance with Exhibit C Pima County Facilities Management Design Standards as attached; specifically, sections related to Division 23 HVAC and Division 26 Electrical.
  - 1.4. Contractor is required to work with ACC System Controls as the supplier for the System Controls portion of this scope of work without requiring the County to be go-between.

#### 2. Safety

2.1. Contractor will maintain industry recognized safety protocols including, but not limited to, Lock Out Tag Out (LOTO) procedures, hot work permits and falling debris perimeter protocols when necessary. Contractor must wear the required Personal Protective Equipment (PPE) while performing work or in designated work areas. Contractor will include a copy of Contractor's safety policy in the proposal. County reserves the right to stop Contractor's work and require Contractor to perform the work with increased safety measures.

#### 3. New Equipment Specifications

- 3.1. New units must be 70-ton air cooled chillers; model Daiken AG2070E or equivalent, quantity two
  (2), and they must fit on existing pad. Existing concrete pad sizes are 8'4" x 10'6" and 8'4" x 8'4".
- 3.2. New 5 hp chilled water pumps; model Armstrong 4030 or equivalent, quantity two (2). Reference the pump schedule M4 on the mechanical drawings included as part of this solicitation.
- 3.3. All pipes and fittings must be provided by Contractor, must be new and correct size to fit the new chiller units in accordance with the pipe specifications detailed on the mechanical drawings included as part of this solicitation.

Title: Replace chillers at Kino Service Center

#### 4. Equipment Transportation and Onsite Handling

- 4.1. Contractor will provide all required equipment and tie down materials for loading and unloading new units, to include but not limited to, cranes, tie-down straps, cribbing, dunnage, or any other materials required to load, unload and transport equipment safely and undamaged.
- 4.2. Contractor is solely responsible for transportation of the new units. Any damage to the new units before, during or after loading and unloading, or any damage to the new units while in transport is the sole responsibility of Contractor. Contractor will repurchase new units or repair damaged units at sole cost to the Contractor. Repair of damaged units will only be acceptable to County after full inspection from and written approval by County. If desired, County may hire third-party consultants to inspect damaged units, at sole cost to the County.
- 4.3. Lift Plan. Contractor will provide a lift plan to the County a week before the planned lift to allow for review. County has full control over date/time of lift and has full ability to reschedule at no additional cost the County, should inclement weather arise. Contractor with work directly with County to facilitate onsite logistics. Contractor will not contact the building occupants directly for any reason.

#### 5. Demolition and Removal

- 5.1. Contractor must photograph and document the conditions of each unit and the unit's housing environment before removal and after installation of each new unit. Contractor will include before and after photos and documentation in closeout package per closeout procedure defined by County in Section 9 Project Turnover and Closeout Requirements.
- 5.2. Contractor will maintain contact with Pima County Central Plant when performing actions to included but not limited to, shutting off power or re-energizing the unit.
- 5.3. Contractor will recover refrigerant from the existing unit and properly dispose of it in accordance with industry standards.

5.4. Contractor will dispose of existing chiller in accordance with industry standards.

#### 6. Installation

- 6.1. Contractor will provide all piping, manual valves, fittings, and ancillary equipment to install two (2) air-cooled chillers. Installation includes a fully operational system. All equipment including but not limited to, two (2) 70-ton air cooled chillers; model Daiken AGZ070E or equivalent, two (2) 5hp chilled water pumps; Armstrong 4030 or equivalent, required material and ancillary equipment will be new, with manufacturer warranties, not refurbished or repurposed.
- 6.2. Contractor will remove and replace one (1) chiller and ancillary equipment at a time to allow the building to remain fully operational during normal hours of business, 7 am-5pm M-F.
- 6.3. Contractor will connect the new unit, including all necessary controls, as recommended by manufacturer.

- 6.4. Contractor will connect new piping to existing piping where they enter the building and will install control valves as needed. The contractor will insulate and identify new piping per the specifications defined in the mechanical drawings provided in this solicitation.
- 6.5. Contractor will perform flushing and testing of the piping system per the specifications defined in the mechanical drawings provided in this solicitation.

#### 7. Electrical Requirements

- 7.1. Contractor will provide all electrical components to include but not limited to, raceways, disconnect switches and wiring, per the specifications defined in the electrical construction drawings provided in this solicitation.
- 7.2. Contractor will disconnect all power feeds to the existing chillers. LOTO procedures will commence at this step to ensure the electrical components are safe.
- 7.3. Contractor will install new electrical components in accordance with National Electrical Code, from existing electrical panel routed to each of the two (2) new 70-ton chillers factory installed disconnect switches.
- 7.4. Contractor will supply and install new circuit breakers in the existing electrical panel per the electrical drawings provided in this solicitation.

7.5. Contractor will test and verify correct voltage to new equipment.

#### 8. System Controls

8.1. Contractor will remove existing points of control system from existing air-cooled chillers.

- 8.2. Contractor will modify the existing programming to allow the equipment to continue to operate during the demo and removal phase.
- 8.3. Contractor will provide and install the necessary low-voltage conduit and wire to the new aircooled chillers after installation. Conduit and wire will be per the specifications detailed in the mechanical construction drawings included in this solicitation.
- 8.4. Contractor will install a BACnet MS/TP communication cable to each new chiller.
- 8.5. Contractor will provide and install any new controls valves, flow meters, sensors, or external control devices as needed.
- 8.6. Contractor will conduct programing to allow chillers to operate on a lead/lag or same time rotation detailed on the mechanical drawings included as part of this solicitation.

#### 9. Quality Control and Final Inspection

9.1. Contractor will photograph and document project completion and provide to County in turnover package.

Title: Replace chillers at Kino Service Center

9.2. Contractor will coordinate with County to complete a final inspection and walkthrough of chiller installation with County representative.

#### 10. Project Schedule and Turnover Requirements

10.1. Contractor will submit complete project schedule to County within 30 days of award for review and approval. At minimum, the project schedule must include the following for both chiller units:

10.1.1. Equipment lead times

10.1.2. Equipment demo/removal

- 10.1.3. Equipment installation
- 10.1.4. Testing and QC
- 10.1.5. Projected turnover
- 10.2. Closeout documentation required two sets (one set of hard copies and one set of electronic copies):

10.2.1. Equipment manufacturer original manuals

10.2.2. Warranty documentation

10.2.3. Photograph and written documentation of each phase of project

10.2.4. Demolition and removal

10.2.5. Installation

10.2.6. Quality Control and Final Inspection

#### 11. Warranties

11.1. Contractor will provide two-year warranty on all labor directly related to chiller installation. County will submit a warranty claim through Contractor to corrective action to be taken as soon as reasonably possible unless County deems repairs an emergency. An emergency is defined as complete chiller shutdown. Other non-warranty repairs will be billed at Contractor's standard hourly rate.

#### 12. Contractor Performance and Onsite Requirements

- 12.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Contractor will inform County immediately upon any changes to key personnel that is directly involved with the effective execution of this Contract.
- 12.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.
- 12.3. Onsite. Contractor is required to provide port-a-johns for their staff. Contractor will consult with County for location of staff facilities. Contractor is required to provide roll-off dumpster for project specific trash. Contractor will leave the premises clean of any trash, including but not

limited to, packaging debris, staff food and beverage trash. If trash is left at the end of the project, County may back-charge Contractor for labor to clean up premises.

#### 13. Subcontractor Usage and Performance

- 13.1. Subcontractor License. Contractor will ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any Subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 13.2. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its Subcontractor(s) and of persons directly or indirectly employed by Subcontractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any Subcontractor, except as may be required by law.
- 13.3. Subcontractor List. Contractor must use the Subcontractor's named on Contractor's Subcontractor List submitted with the bid. No Subcontractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE Subcontractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE Subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.

#### 14. Invoicing

14.1. Contractor will provide one (1) final invoice upon project completion. County will process the invoice upon receipt of all closeout documents.



Q23S4080Rev4

#### December 2, 2024

Attn: Lonnie Vega Pima County Facilities Management 150 W. Congress 3rd floor Tucson AZ 85701 Lonnie.vega@pima.gov

Replace 2 Air Cooled Chillers with Pump Package
 Kino Services Building
 2797 E. Ajo Way
 Tucson AZ 85713

We are pleased to offer, herein, our proposal to furnish the labor, equipment, and materials necessary to complete the following scope of work. This proposal is valid for 21 days. The pricing in this proposal is based on Davis Bacon wages and Buy American Act.

#### Scope Includes:

- Provide and install the following mechanical piping systems:
  - Sun Mechanical will supply all piping, manual valves, fittings and ancillary equipment to replace 2 air cooled chillers.
  - Sun Mechanical will replace 1 chiller at a time. Approximate time is 1 week to R&R each chiller.
  - Sun Mechanical will use Marco crane to remove and reset each chiller, this will be 2 lifts about a week apart.
  - o Sun Mechanical will remove existing pumps and existing expansion tank.
  - Sun Mechanical will connect new piping to existing pipes where they enter the building.
  - o Sun Mechanical will add control valves as needed.
  - Once both chillers are up and running Sun Mechanical will have WJL Contracting insulate new piping with galvanized jacket included.
  - Sun Mechanical will have General Air Control perform balancing of the chillers and pumps.
- Sun Mechanical will use Stark Electric to perform Electrical scope
  - Disconnect and make-safe (2) existing chiller feeders.

www.sunmechanical.net

Tucson, AZ

3951 <u>E. Co</u>lumbia St.

ROC HEATER & ROC #16563

85714

ROCHOTAONO

Phone: 520-790-3100



- Install new electrical raceways and conductors from existing electrical panel routed to chiller locations to supply 480V 3Ø power to (2) new 70-ton chillers.
- Provide wiring to 4 new motors, 2 of which have VFDs.
- Supply and install (2) 200A 600V 3P disconnect switches.
- Supply and install (2) 175A 480V 3Ø circuit breakers in existing electrical panel.
- Fit-up and terminations to (2) disconnect switches
- Fit-up and terminations to (2) chillers.
- Terminations to (2) new circuit breakers in existing panel
- o Lockout-tagout (LOTO) procedures on electrical equipment as required.
- Test and verify correct voltage to new equipment.
- Sun Mechanical will use ACC to perform controls scope of work.
  - Advanced Controls will remove the existing Delta Control points from the existing aircooled chillers at the Kino Service Center Building.
  - ACC will modify the existing programming so there are no nuisance alarms, and the equipment can continue to operate in whichever mode it is capable of operating during the demo phase.
  - ACC will then provide and install the necessary low voltage conduit and wire to the new air-cooled chillers after they are set in place.
  - ACC will also adda BACnet MS/TP communication cable to each of the new chillers since the submittal data indicates the new chillers will have this communication module provided.
  - This proposal excludes any new control valves, flow meters, sensors or any other external control devices.
  - This proposal also assumes that the existing Delta Controller is functional and is currently online to the county Delta EMCS network.
  - It is assumed the internal pumps are wired to enable anytime the chiller receives a call to run.
  - This proposal excludes any external pump control or VFD speed control (not shown on submittals).
  - ACC will modify the existing programming to allow the chillers to operate on a lead/lag rotation and to switch based on alarm generated from an operating chiller.
- Provide and install the following mechanical equipment.

### <u>Chillers</u>

2-AGZ004F Air Cooled Scroll Chiller

- Dimensions (L X H X W): 85"x99"x88"
- 70 Nominal Ton Capacity
- Microtech DDC Microprocessor Unit Controller

4105030

• Full operating charge of R32 refrigerant

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Tucson, AZ

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PLUMBING

HVAC

3951 E. Columbia St.

FABRICATION

CAD / BIM

85714

ROC# 071040

PIPING

Rhone: 520-790-3100

SERVICE

SUN MECHANICAL

- MicroChannel Condenser Fins
- Standard Operation: 40F-50F LWT
- 460V/60Hz/3Ph Must Confirm Prior Release
- High Ambient Operation up to 125F
- Condenser Coil Louvers & Base Frame Louvers
- Unit mounted across-the-line starter
- UL listing
- Replaceable Filter Dryer with Discharge & Liquid Shutoff Valves
- Electronic Expansion Valve
- High Short Circuit Current Rating with single Point Disconnect- 65k SCCR
- Phase & Under/Over Voltage Protection with LED
- Unit Ground Fault Protection
- 115V Convenience Outlet
- AC Fan Motors & DC (First Fan DC/Circuit) -DV
- Water Flow Indication on Evaporator Only
- 1 Year Factory Parts & Labor Warranty

#### Pumps

2- Armstrong Model 4030 Base Mounted Horizontal End Suction Pump(s):

- ANSI-125
- 150 US GPM (a) 60 Ft System Head
- Base Mounted
- 5 HP TEFC Premium Efficient Motor
- 460v/3 PH Inverter Duty Motor
- Silicon Carbide Mechanical Seal
- Suction Guide SG-33
- Flo-Trex Triple Duty Valve FTV-3FS
- 2- Armstrong Model 4300 Base Mounted Horizontal End Suction Pump(s):
- ANSI-125
- 102 US GPM @ 20 Ft System Head
- Base Mounted
- 1 HP TEFC Premium Efficient Motor
- 460v/3 PH
- Inverter Duty Motor
- Silicon Carbide Mechanical Seal
- Suction Guide SG-33
- Flo-Trex Triple Duty Valve FTV-3FS

### **Dirt/Air Separator**

- 1- Armstrong Model DAS-3 Dirt and Air Separator:
- Blowdown Valve, Skim Valve, Removable End Cover
- Automatic Air Vent

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Tucson, AZ. 85714

701036

3951 E. Columbia St.

ROC #093127 . ROCW16

071040

Phone: 520-790-3100



• 144GPM

- 3" Flanged Connection
- Insulation for piping as required by WJL Contracting
- Identification/labeling for piping as required.
- Flushing and testing of piping systems as required.

## **Exclusions:**

- 1. Non-integral unit disconnects or starters
- 2. Variable frequency drives not integral to Sun-provided equipment
- 3. Structural work of any description
- 4. Roofing work of any description
- 5. Scaffolding
- 6. Removal or replacement of ceilings
- 7. Hiring of a third-party commissioning
- 8. Painting of any description
- 9. Overtime or premium-time labor
- 10. Engineering fees
- 11. Liquidated damages
- 12. Textura fees
- 13. Allowances
- 14. Permits

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PLUMBING

HVAC

3951 E. Columbia St.

FABRICATION

Tucson, AZ

CAD / BIM

85714

1 PIPING

ROC# 071635

Phone: 520-790-3100

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SERVICE



# Base Bid: \$589,148.12

Breakouts	
Chillers	\$254,356.25
Pumps, DAS	\$44,018.75
Ancillary Materials	\$60,403.67
All Labor	\$205,783.68
ТАХ	\$24,585.77

We thank you for this opportunity and look forward to working with you. Should any questions arise, please do not hesitate to call.

Sincerely,

Chuck Spanyard

Sun Mechanical Contracting Chuck Spanyard/ Account Manager <u>Cspanyard@sunmechanical.net</u> (480) 320-8575

PLUMBING

HVAC

RCC

3951 E. Columbia St.

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