



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: 04/02/2024

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Vendor #1: Arizona Style Construction, LLC (Headquarters: Tucson, AZ)  
Vendor #2: Advantage Home Performance, Inc. (Headquarters: Prescott, AZ)

**\*Project Title/Description:**

HVAC Equipment & Services for Residential Homes

**\*Purpose:**

Award: Master Agreement No. MA-PO-24-144. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$1,000,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Community & Workforce Development.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2400063, was conducted. Two (2) responses were received. Award is to the responsive and responsible bidders.

PRCUID: 503796

Attachments: Notice of Recommendation for Award and Master Agreements.

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

The installation of energy efficient HVAC and furnace units, evaporative coolers, water heaters, and related necessary equipment and ducting for conventional and mobile homes of income-eligible households in unincorporated Pima County, the Town of Oro Valley, City of South Tucson, and the Town of Sahuarita.

**\*Public Benefit:**

To improve the quality, health, and safety of Pima County housing for eligible households with the installation of energy-efficient heating and cooling systems.

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

The number of completed jobs and funds expended as required by funding agency.

**\*Retroactive:**

No

TO COB 3/15/24

VLS 1  
Pg 58

6/11/24  
approved  
3/12/24  
(signature)

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-144
Commencement Date: 04/02/24 Termination Date: 04/01/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 1,000,000.00 \* Revenue Amount: \$ N/A

\*Funding Source(s) required: US Department of Housing and Urban Development Community Development Block Grant (CDBG)

Funding from General Fund? Yes No If Yes \$ % N/A

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

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

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense Revenue Increase Decrease

Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

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

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

\*All Funding Source(s) required:

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

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

\*Funding Source:

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

Contact: Procurement Officer: Sheila Nadzleja Digitally signed by Sheila Nadzleja Date: 2024.03.07 09:59:28 -0700 Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.03.07 11:15:08 -0700

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.03.07 13:04:41 -0700 Telephone: 520-724-8164

Department Director Signature: Date: 3.8.24

Deputy County Administrator Signature: Date: 13 Mar 24

County Administrator Signature: Date: 3/4/24



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: March 5, 2024

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2400063 for HVAC Equipment & Services for Residential Homes that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after April 2, 2024.

Award is recommended to the responsive and responsible Bidders.

<u>AWARDEE NAMES</u>	<u>BID AMOUNT</u>
Arizona Style Construction, LLC	\$764,214.85*
Advantage Home Performance, Inc.	\$904,154.85

SHARED ANNUAL AWARD AMOUNT  
\$1,000,000.00 (including sales tax)

OTHER RESPONDENT NAMES  
None

\*Bid amount as shown includes corrections.

Issued by: Sheila Nadzieja, Procurement Officer

Telephone Number: (520) 724-8164

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

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

AW



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2400000000000000144

MA Version: 1

Page: 1 of 11

Description: HVAC Equipment & Services for Residential Homes

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	<b>Issued By:</b> Sheila Nadzieja
	<b>Phone:</b> 520-724-8164
	<b>Email:</b> Sheila.Nadzieja@pima.gov

T E R M S	<b>Initiation Date:</b> 04-02-2024
	<b>Expiration Date:</b> 04-01-2025
	<b>NTE Amount:</b>
	<b>Used Amount:</b> \$0.00

V E N D O R	<b>ARIZONA STYLE CONSTRUCTION LLC</b>	<b>Contact:</b> Jessica Craig
	700 N Lazy J Way	<b>Phone:</b> 520-647-9127
	Tucson AZ 85748	<b>Email:</b> office@azstyle.org
		<b>Terms:</b> 1.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$1,000,000.00 and includes four (4) one-year renewal options.	
Attachment: Offer Agreements	

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



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 2400000000000000144

MA Version: 1

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	80K BTU Upflow/Horizontal Gas Furnace: Remove and replace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,400.00			R801CA075417MSA
2	70K BTU Upflow/Horizontal Gas Furnace: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,200.00			R80IT0503A14UHNNAS
3	Mobile Home Gas Furnace: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,000.00			MGIE-056F1AAMA
4	Single Wall Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.00			
5	Double Wall Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$35.00			
6	Double Wall Oval Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.00			
7	Flue Kit: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$550.00			
8	Plenum: Install new transition plenum from mechanical unit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$250.00			
9	Plenum: Seal existing plenum.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$150.00			
10	Residential Gas Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,000.00			XE40M06ST45UI
11	Residential Gas Water Heater: R & R existing 50 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,700.00			XG50T12HE40UO
12	Residential Gas Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,400.00			XE40M12CS55UI
13	Residential Electric Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,400.00			XE30S06ST45UI
14	Residential Electric Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,000.00			XE40M12EL55UI
15	Residential Electric Water Heater: R & R existing 50 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,500.00			XE50T12CS55UI
16	Mobile Home Gas Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,000.00			XG29T06MH32UI
17	Mobile Home Gas Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,400.00			XG40T06MH34UI
18	Mobile Home Electric Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,000.00			XE30S06ST38UI
19	Mobile Home Electric Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2,400.00			XE40M06ST45UI



# MASTER AGREEMENT DETAILS

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Line	Description					
20	Electric Water Heater Disconnect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$150.00			TF30RCP
21	A/C Type Register 1: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
22	A/C Type Register 2: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
23	Standard Type Register 1: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
24	Standard Type Register 2: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
25	Ceiling Registers: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
26	3500 CFM Evaporative Cooler: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,000.00			RWC35
27	4500 CFM Evaporative Cooler: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,500.00			4001SD/DD
28	6500 CFM Evaporative Cooler: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,500.00			6500SD/DD
29	5000 CFM MasterCool: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5,000.00			ASA51
30	Replace down/side discharge cooler roof jack for up to 6500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			
31	Install new 1/4" copper water line with 1/4" brass shut off					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
32	Elbow: Install elbow for side discharge unit, painted white					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			
33	Vibration Pads: Install new set of four (4)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
34	Leg Kit: Install new painted metal leg kit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
35	Cooler Disconnect: Install a fused, weatherproof fused					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$500.00			
36	6 Way Diffuser Grill: Install 6 way evaporative cooler grill					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
37	Install Water Heater Cabinet for water heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$750.00			
38	Water Heater Sub Floor: Repair or replace water heater room					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			



# MASTER AGREEMENT DETAILS

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Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
39	Water Heater Room: Seal water heater room in mobile homes	0.0000 %	EA	\$100.00		VPN	MPN
40	Cooler Switch: Install new cooler control	0.0000 %	EA	\$50.00		VPN	MPN
41	Mini-Split: Install a new 2-ton, 24,000 BTU 21-SEER ductless	0.0000 %	EA	\$5,000.00		VPN	MPN 4LIV24HP230V1AH, 4LIV24HP2
42	Mini-Split: Install a new 3-ton, 36,000 BTU 21-SEER two-zone	0.0000 %	EA	\$6,000.00		VPN	MPN LIVV36HP230VIAH,LIVV36
43	Split System Air Conditioner: R & R with a 2 ton 15 SEER	0.0000 %	EA	\$5,000.00		VPN	MPN RP15AZ24AJ2NA,RH2TZ2
44	Split System Air Conditioner: R & R with a 2.5 ton 15 SEER	0.0000 %	EA	\$7,000.00		VPN	MPN RP15AZ30AJ2NA,RH2TZ3
45	Split System Air Conditioner: R & R with a 3 ton 15 SEER	0.0000 %	EA	\$7,200.00		VPN	MPN RP15AZ42AJ2NA,RH2TZ4
46	Split System Air Conditioner: R & R with a 4 ton 15 SEER	0.0000 %	EA	\$7,500.00		VPN	MPN RP15AZ48AJ2NA,RH2TZ4
47	Split System Air Conditioner: R & R with a 5 ton 15 SEER	0.0000 %	EA	\$9,000.00		VPN	MPN RP15AZ60AJ2NA,RH2TZ2
48	Package Unit/Heat Pump: R & R with a 2 ton 15 SEER	0.0000 %	EA	\$5,000.00		VPN	MPN RHPAZR024AJT00NA
49	Package Unit/Heat Pump: R & R with a 2.5 ton 15 SEER	0.0000 %	EA	\$6,000.00		VPN	MPN RHPAZR030AJT00NA
50	Package Unit/Heat Pump: R & R with a 3 ton 15 SEER	0.0000 %	EA	\$7,000.00		VPN	MPN RHPAZR036AJT00NA
51	Package Unit/Heat Pump: R & R with a 3.5 ton 15 SEER	0.0000 %	EA	\$7,200.00		VPN	MPN RHPAZR042AJT00NA
52	Package Unit/Heat Pump: R & R with a 4 ton 15 SEER	0.0000 %	EA	\$7,500.00		VPN	MPN RHPAZR048AJT00NA
53	Package Unit/Heat Pump: R & R with a 5 ton 15 SEER	0.0000 %	EA	\$9,000.00		VPN	MPN RHPAZR060AJT00NA
54	Split System with gas furnace: R & R with 2 ton 15 SEER	0.0000 %	EA	\$5,000.00		VPN	MPN RA15AZ24AJ3CA,RCF241
55	Split System with gas furnace: R & R with 2.5 ton 15 SEER	0.0000 %	EA	\$6,000.00		VPN	MPN RA15AZ24AJ3CA,RCF241
56	Split System with gas furnace: R & R with 3 ton 15 SEER	0.0000 %	EA	\$7,000.00		VPN	MPN RA15AZ36AJ3CA,RCF361
57	Split System with gas furnace: R & R with 3.5 ton 15 SEER	0.0000 %	EA	\$7,200.00		VPN	MPN RA15AZ42AJ3CA,RCF421



# MASTER AGREEMENT DETAILS

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Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
58	Split System with gas furnace: R & R with 4 ton 15 SEER	0.0000 %	EA	\$7,500.00			RA15AZ48AJ3CA,RCF482
59	Split System with gas furnace: R & R with 5 ton 15 SEER	0.0000 %	EA	\$9,000.00			RA15AZ60AJ3CA,RCF602
60	Gas Pack: R & R existing system with new 2 ton 15 SEER	0.0000 %	EA	\$5,000.00			RHPAZR024AJT000NA
61	Gas Pack: R & R existing system with new 2.5 ton 15 SEER	0.0000 %	EA	\$6,000.00			RHPAZR030AJT000NA
62	Gas Pack: R & R existing system with new 3 ton 15 SEER	0.0000 %	EA	\$7,000.00			RHPAZR036AJT000NA
63	Gas Pack: R & R existing system with new 3.5 ton 15 SEER	0.0000 %	EA	\$7,200.00			RHPAZR042AJT000NA
64	Gas Pack: R & R existing system with new 4 ton 15 SEER	0.0000 %	EA	\$7,500.00			RHPAZR048AJT000NA
65	Gas Pack: R & R existing system with new 5 ton 15 SEER	0.0000 %	EA	\$9,000.00			RHAZR060AJT000NA
66	Thermostat: Install TH511D1006/U non-programmable thermostat	0.0000 %	EA	\$200.00			TH511D1006
67	HVAC Condenser Pad: Install UV resistant plastic condensing	0.0000 %	EA	\$20.00			
68	Case of Filters: Case of non-washable filters	0.0000 %	DZ	\$75.00			
69	Permits: Pima County Permits for HVAC equipment replacement	0.0000 %	EA	\$200.00			
70	Permits: Pima County Permits for Water Heater replacement	0.0000 %	EA	\$150.00			
71	Duct Work: Seal ductwork and boots throughout.	0.0000 %	EA	\$1,000.00			
72	Mileage: for work in Ajo/Why or Arivaca	0.0000 %	MI	\$0.655			
73	Lodging: Jan-Mar	0.0000 %	EA	\$169.00			
74	Lodging: Apr-Dec	0.0000 %	EA	\$120.00			
75	Freeform line for items not otherwise specified	0.0000 %		\$0.00			





# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 2400000000000000144

MA Version: 1

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Description: HVAC Equipment & Services for Residential Homes

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p><b>Issued By:</b> Sheila Nadzieja <b>Phone:</b> 520-724-8164 <b>Email:</b> Sheila.Nadzieja@pima.gov</p>
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T E R M S	<p><b>Initiation Date:</b> 04-02-2024 <b>Expiration Date:</b> 04-01-2025</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NTE Amount:</b> <b>Used Amount:</b> \$0.00</p> </div>
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V E N D O R	<p><b>Advantage Home Performance, Inc</b> 1021 Commerce Dr Ste A Prescott AZ 86305</p>	<p><b>Contact:</b> Michael Uniacke <b>Phone:</b> 928-445-3828 <b>Email:</b> office@ahpinc.pro <b>Terms:</b> 1.00 % <b>Days:</b> 30</p>
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<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$1,000,000.00 and includes four (4) one-year renewal options. Attachment: Offer Agreements</p>
--

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



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 2400000000000000144

MA Version: 1

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	80K BTU Upflow/Horizontal Gas Furnace: Remove and replace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,171.00			LENNOX ML180UH090E60C
2	70K BTU Upflow/Horizontal Gas Furnace: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3,998.00			LENNOX ML180UH070E36B
3	Mobile Home Gas Furnace: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5,315.00			STYLECREST MG1E056A
4	Single Wall Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$315.00			
5	Double Wall Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$415.00			
6	Double Wall Oval Vent Pipe: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$475.00			
7	Flue Kit: R & R					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$882.00			
8	Plenum: Install new transition plenum from mechanical unit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$456.00			
9	Plenum: Seal existing plenum.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$457.00			
10	Residential Gas Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,795.00			RHEEMXG29T12XR60U0
11	Residential Gas Water Heater: R & R existing 50 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,840.00			RHEEM XG40T12DU38U2
12	Residential Gas Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,975.00			RHEEM XP50S12DM36U0
13	Residential Electric Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,378.00			RHEEM XE30T06ST45U1
14	Residential Electric Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,415.00			RHEEM XE40M06ST45U1
15	Residential Electric Water Heater: R & R existing 50 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,505.00			RHEEM XE50T12CS55UI
16	Mobile Home Gas Water Heater: R & R existing 30 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,758.00			RHEEM XG29T06MH32UI
17	Mobile Home Gas Water Heater: R & R existing 40 gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,848.00			RHEEM XG40S12DM40U0



# MASTER AGREEMENT DETAILS

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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
18	Mobile Home Electric Water Heater: R & R existing 30 gallon Discount 0.0000 %	EA	\$1,568.00			RHEEM XE30T06MH45U1
19	Mobile Home Electric Water Heater: R & R existing 40 gallon Discount 0.0000 %	EA	\$1,578.00			RHEEM XG40T06MH34U1
20	Electric Water Heater Disconnect Discount 0.0000 %	EA	\$225.00			MPN
21	A/C Type Register 1: R & R Discount 0.0000 %	EA	\$112.00			MPN
22	A/C Type Register 2: R & R Discount 0.0000 %	EA	\$126.00			MPN
23	Standard Type Register 1: R & R Discount 0.0000 %	EA	\$102.00			MPN
24	Standard Type Register 2: R & R Discount 0.0000 %	EA	\$118.00			MPN
25	Ceiling Registers: R & R Discount 0.0000 %	EA	\$126.00			MPN
26	3500 CFM Evaporative Cooler: R & R Discount 0.0000 %	EA	\$4,172.00			MPN
27	4500 CFM Evaporative Cooler: R & R Discount 0.0000 %	EA	\$4,172.00			MPN
28	6500 CFM Evaporative Cooler: R & R Discount 0.0000 %	EA	\$4,787.00			MPN
29	5000 CFM MasterCool: R & R Discount 0.0000 %	EA	\$4,873.00			MPN
30	Replace down/side discharge cooler roof jack for up to 6500 Discount 0.0000 %	EA	\$791.00			MPN
31	Install new 1/4" copper water line with 1/4" brass shut off Discount 0.0000 %	EA	\$204.00			MPN
32	Elbow: Install elbow for side discharge unit, painted white Discount 0.0000 %	EA	\$820.00			MPN
33	Vibration Pads: Install new set of four (4) Discount 0.0000 %	EA	\$17.00			MPN
34	Leg Kit: Install new painted metal leg kit Discount 0.0000 %	EA	\$162.00			MPN
35	Cooler Disconnect: Install a fused, weatherproof fused Discount 0.0000 %	EA	\$225.00			MPN



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Line	Description	Discount	UOM	Unit Price	Stock Code	VPN	MPN
36	6 Way Diffuser Grill: Install 6 way evaporative cooler grill	0.0000 %	EA	\$218.00		VPN	MPN
37	Install New Metal Water Heater Door with upper & lower combu	0.0000 %	EA	\$420.00		VPN	MPN
38	Install Water Heater Cabinet for water heater	0.0000 %	EA	\$1,200.00		VPN	MPN
39	Water Heater Sub Floor: Repair or replace water heater room	0.0000 %	EA	\$772.00		VPN	MPN
40	Water Heater Room: Seal water heater room in mobile homes	0.0000 %	EA	\$446.00		VPN	MPN
41	Cooler Switch: Install new cooler control	0.0000 %	EA	\$140.00		VPN	MPN
42	Mini-Split: Install a new 2-ton, 24,000 BTU 21-SEER ductless	0.0000 %	EA	\$4,579.00		VPN	MPN FUJITSU OUTDOOR - AOUH24L
43	Mini-Split: Install a new 3-ton, 36,000 BTU 21-SEER two-zone	0.0000 %	EA	\$10,573.00		VPN	MPN FUJITSU OUTDOOR - AOU36RL
44	Split System Air Conditioner: R & R with a 2 ton 15 SEER	0.0000 %	EA	\$6,711.00		VPN	MPN LENNOX AH- CBA25UH-024230
45	Split System Air Conditioner: R & R with a 2.5 ton 15 SEER	0.0000 %	EA	\$7,090.00		VPN	MPN LENNOX AH- CBA25UH-030-230
46	Split System Air Conditioner: R & R with a 3 ton 15 SEER	0.0000 %	EA	\$7,510.00		VPN	MPN LENNOX AH- CBA25UH-036-230
47	Split System Air Conditioner: R & R with a 4 ton 15 SEER	0.0000 %	EA	\$8,008.00		VPN	MPN LENNOX AH- CBA25UH-048-230
48	Split System Air Conditioner: R & R with a 5 ton 15 SEER	0.0000 %	EA	\$8,214.00		VPN	MPN LENNOX AH- CBA25UH-060-230
49	Package Unit/Heat Pump: R & R with a 2 ton 15 SEER	0.0000 %	EA	\$9,053.00		VPN	MPN LENNOX LRP14HP24EP
50	Package Unit/Heat Pump: R & R with a 2.5 ton 15 SEER	0.0000 %	EA	\$7,219.00		VPN	MPN LENNOX LRP14HP30EP
51	Package Unit/Heat Pump: R & R with a 3 ton 15 SEER	0.0000 %	EA	\$7,326.00		VPN	MPN LENNOX LRP14HP36EP
52	Package Unit/Heat Pump: R & R with a 3.5 ton 15 SEER	0.0000 %	EA	\$7,577.00		VPN	MPN LENNOX LRP14HP42EP



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Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
53	Package Unit/Heat Pump: R & R with a 4 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,236.00			LENNOX LRP14HP48EP
54	Package Unit/Heat Pump: R & R with a 5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,676.00			LENNOX LRP14HP60EP
55	Split System with gas furnace: R & R with 2 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$6,885.00			FURNACE ML180UH070E36B CO
56	Split System with gas furnace: R & R with 2.5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,241.00			FURNACE - ML180UH070E36B
57	Split System with gas furnace: R & R with 3 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,572.00			FURNACE ML180UH070E36B CO
58	Split System with gas furnace: R & R with 3.5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,230.00			FURNACE ML180UH090E48B CO
59	Split System with gas furnace: R & R with 4 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,500.00			FURNACE ML180UH070E36B CO
60	Split System with gas furnace: R & R with 5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,769.00			FURNACE ML180UH070E36B CO
61	Gas Pack: R & R existing system with new 2 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,250.00			LRP14GX24-054EP
62	Gas Pack: R & R existing system with new 2.5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,674.00			LRP14GX30-054EP
63	Gas Pack: R & R existing system with new 3 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$7,963.00			LRP14GX36-072EP
64	Gas Pack: R & R existing system with new 3.5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,501.00			LRP14GX42-108EP
65	Gas Pack: R & R existing system with new 4 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$8,949.00			LRP14GX48-108EP
66	Gas Pack: R & R existing system with new 5 ton 15 SEER					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$9,419.00			LRP14GX60-108EP
67	Thermostat: Install TH511D1006/U non-programmable thermostat					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$290.00			TH511D1006
68	HVAC Condenser Pad: Install UV resistant plastic condensing					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$235.00			
69	Case of Filters: Case of non-washable filters					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DZ	\$120.00			



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Line	Description					
70	Permits: Pima County Permits for HVAC equipment replacement					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$462.00			
71	Permits: Pima County Permits for Water Heater replacement					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$462.00			
72	Duct Work: Seal ductwork and boots throughout.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,292.00			
73	Mileage: for work in Ajo/Why or Arivaca					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$0.655			
74	Lodging: Jan-Mar					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$169.00			
75	Lodging: Apr-Dec					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$120.00			
76	Freeform line for items not otherwise specified					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

**OFFER AGREEMENT**

**1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor(s) to provide Pima County ("County") with HVAC Equipment & Services for Residential Homes on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

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

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS**

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

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

1	Contractor has been in the business of all aspects of installation and repair service for HVAC, evaporative coolers, gas furnaces, and water heaters for a minimum of three (3) consecutive years including the current year. <b>Include one (1) copy of license with the Offer Agreement.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor possesses a current Arizona Residential Air Conditioning and Refrigeration License of type C-39, CR-39, or R-39 or combination of appropriate licenses allowing the full completion of work noted in General Specifications and Repair Specifications and Exhibit A – Unit Prices below. <b>Include a copy of the License that meets this qualification.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Contractors are to provide HVAC Equipment and Services for Residential Homes throughout unincorporated Pima County and within the corporate limits of the City of South Tucson, the Town of Sahuarita, and the Town of Oro Valley.

**4.1. General Specifications**

- 4.1.1. Contractor must maintain (keep current) license(s) during the term of this contract and provide upon County request.
- 4.1.2. Contractor work must be, as applicable, (1) performed to current Codes, (2) permitted, (3) inspected. Obtaining permits and scheduling any required inspections for work performed are the responsibility of the Contractor.
- 4.1.3. Contractor, when working on or in homes built prior to 1978, Contractor is required to follow established "Lead Paint Safe Work Practices" if any painted surface is disturbed. The Pima County Housing Rehabilitation Specialist (HRS) assigned to the job will explain the requirements if applicable to any jobs done under this contract. If asbestos is suspected anywhere on the subject property, the Contractor must notify the HRS; no products containing asbestos are allowed to be used. If mold is found anywhere on the subject property, the Contractor must notify the HRS.
- 4.1.4. County has the option to identify replaced equipment to be retained for use in other home repair programs. The Contractor will not be expected to perform any additional work not included in the standard removal of the equipment being replaced. Equipment should be removed with care, so it is not damaged.
- 4.1.5. The HRS will work with the Contractor to determine an Approved Equivalent (in quality, function, and specifications) should a specified brand name or specific model unit not be available. Brands are noted under

section 4.2. Service and Repair Specifications as well as Exhibit A – Unit Prices. The HRS will have final approval over selection of an Approved Equivalent.

- 4.1.6. Homeowners will remain in the home during the work period unless the homeowners, Contractor, and HRS agree on some specified and agreed-upon alternative. The Contractor must coordinate all work activities to minimize inconvenience to homeowner and perform all work in a thorough and professional manner.
- 4.1.7. Should crane service be required for any reason County must provide written approval prior to Contractor engaging these services. Any invoices for crane services required for work provided per this contract must be submitted to Pima County along with Contractor's invoice. County will reimburse/pay Contractor the same dollar amount the Contractor paid for crane service. The procurement of and liability for crane services is the responsibility of the Contractor.
- 4.1.8. The Home Repair Program has access to several funding sources (including funds administered by the State of Arizona), often used in combination on a job. These sources carry differing rules and guidelines and the State has begun requiring background checks for persons directly in contact with Program clients. In cases where this Master Agreement (MA) funding source comingles with State-administered funds, Contractors may be required to secure background checks and Level One Fingerprint Clearance Cards for all employees directly engaged with clients. Should this case arise, Contractor will adhere to State regulations and guidelines and submit copies of all employee fingerprint cards to County.
- 4.1.9. County will contact Contractor by email to schedule for service. Contractor must acknowledge request within two (2) days of request. Contractor must schedule service with HRS for the specific work location, day, and time. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.
- 4.1.10. Lodging, single-night per double occupancy room, is allowable for work in Ajo/Why or Arivaca. Lodging rates are State-rate, vary seasonally, and are capped (see Exhibit A – Unit Prices). Lodging must be approved in advance by County.
- 4.1.11. Mileage is allowable for work verified beyond a 25-mile radius centered on 2797 E Ajo Way, Tucson 85713. Only one (1) vehicle will be reimbursed at the then-current State rate (see Exhibit A – Unit Prices). Mileage must be approved in advance by County.
- 4.1.12. All contracted work, per work write-up, is to be inclusive of labor, materials, etc. required to complete the work to County satisfaction. No overtime is allowed.
- 4.1.13. The below specifications are to be referenced in conjunction with Exhibit A – Unit Prices, Equipment and Materials Specifications.
- 4.1.14. For consumables that are used for the installation of equipment pursuant to this agreement, County will reimburse contractor on a cost-plus percentage of cost basis using the markup percentage provided in Exhibit A – Unit Prices.

#### **4.2. Service and Repair Specifications (See also Exhibit A – Unit Prices)**

- 4.2.1. Contractors are to provide labor and materials to replace and/or repair deteriorated HVAC equipment on qualified owner-occupied homes in Pima County. A Program HRS will be the primary contact for all phases of the work process including job set up, cost estimate, work write-up, scheduling, job inspections, and processing of payments to Contractor. It is the Contractor's responsibility to obtain all required permits prior to the commencement of the work as required by Pima County Development Services (i.e., furnaces, a/c installations, water heaters, etc.). No work that requires a permit will begin without said permit; County may request copies of any permits.
- 4.2.2. The Home Repair HRS will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact. Example: If called on a Monday, then the HRS and the Contractor should be able to go to the job site by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline the Tertiary Contractor will be contacted. Once a work assessment and write-up are complete the HRS will issue a Notice to Proceed. Project commencement and completion must be accomplished within fifteen (15) calendar days of Notice to Proceed.

#### **4.3. Air Conditioning (A/C) Specifications**

- 4.3.1. Contractors will be responsible for ensuring a properly sized gas line is supplying the furnace as well as all calculations for the correct size of AC systems required to issue a permit.



- 4.3.2. All new gas forced air furnace installations must include a new thermostat (direct-vent units exempt), new appliance connectors and new appliance shut-off valves. All new gas forced air furnaces must have pilot-less ignition systems. Filters must be provided for all new forced air units (no washable filters).
- 4.3.3. All new AC and heat pump installations must include a new easy-read adjustable thermostat, line set tubing, electrical disconnect, electrical wiring to make a standard connection, concrete base, case of replacement filters (no washable filters).
- 4.3.4. All venting and combustion air for 80% efficiency, gas forced air units must be installed in accordance with American Gas Association (AGA) and Gas Appliance Manufacturers Association (GAMA) specifications.
- 4.3.5. New forced air furnaces must carry a minimum manufacturer's warranty of ten (10) years on heat exchanger and two (2) years on all other parts, and must be manufactured by Rheem, Rudd, Coleman, Intertherm or Approved Equivalent.
- 4.3.6. New AC and heat pump systems must carry a minimum warranty of ten (10) years on the compressor and two (2) years on all other parts and must be manufactured by Goodman, York, Trane, Lennox, Rheem or Approved Equivalent.
- 4.3.7. New wall-mount furnaces must carry a minimum warranty of ten (10) years on the heat exchanger and one (1) year on all other parts. New wall-mount furnaces must be manufactured by Cozy or Approved Equivalent and include a millivolt wall thermostat and blower kit.
- 4.3.8. New conduit or pipe installed through the roof must include new properly sized roof jack with 3-coarse seal at roof. Mastic is to be painted to match existing roof color as close as possible.
- 4.3.9. New direct-vent gas units must be Perfection Model #s ASV712RTN, ASV120TN, ASV730RTN or Approved Equivalent.
- 4.3.10. When a new central furnace or AC/heat pump system is installed, the contractor must be responsible for all return air provisions such as cutting off door bottoms, making openings in walls and installing grill work or any other items required to facilitate a proper return air supply from each room.
- 4.3.11. New pressure treated 4 in. x 4 in. redwood beams for roof mounted AC units.

#### 4.4. Furnace Specifications

- 4.4.1. Upon completion of new furnace or AC/heat pump system installation, the Contractor must perform a start-up test and adjust new equipment to ensure proper operation per manufacturer's specifications.
- 4.4.2. All mini-split systems must have, as applicable, metal covers over all exposed pipes and wires.
- 4.4.3. All exterior ductwork, seams and transition connections must be sealed with duct mastic as per manufacturer's instructions.
- 4.4.4. When taping is required at vent/duct connections only, metallic duct tape or approved mastics and mesh tape must be used. **NO GOODS CONTAINING ASBESTOS ARE ALLOWED.**
- 4.4.5. All exterior ductwork, seams and transition connections must be sealed with an exterior grade siliconized caulking with a 35-year rating.
- 4.4.6. Sheet metal used for ducting (conveying of air) must be 24-gauge galvanized type.

#### 4.5. Evaporative Cooler Specifications

- 4.5.1. New Coolers must be "Arctic Circle" by Adobe Air or Approved Equivalent. New installations will include new properly sized motor, adjustable motor pulley, new power supply cords to new or good, serviceable condition Midwest box, properly sized fuses to protect the motor and pump, v-belt, water pump, aspen pads, and rotary switch. New units must be installed according to the manufacturer's specifications and in accordance with the best practices of the trade. New unit operation must be tested and properly adjusted by Contractor prior to final inspection.
- 4.5.2. New roof jacks and elbow transitions must include slide damper, complete with slide on cover strip to seal over opening. Proper 3-coarse seal must be provided around base of all roof jacks and/or penetrations installed. Mastic is to be painted to match existing roof color as close as possible.
- 4.5.3. New cooler leg kits must be painted metal (Adobe Air Part # 785 or Approved Equivalent). Vibration pads will be installed under legs in units installed on all roofs.
- 4.5.4. Any fasteners used to attach leg/stand base to roof must be properly sealed to prevent water infiltration into the home. New conduit or pipe installed through the roof must include new properly sized roof jack with 3-coarse seal at roof.
- 4.5.5. New wall or window mount stands must be of welded angle iron (1/8" x 2" x 2") construction and painted with an exterior metal paint.

4.5.6. New concrete leg pads are to be included with new wall or window mount stands.

#### 4.6. Water Heater Specifications

4.6.1. Water heater type, capacity, warranty, etc. and installation requirements are listed and described in Exhibit A – Unit Prices. Water heaters, per Code (422.31 (B)), must have an electrical disconnect installed within sight of the unit. All water heater installations must have a draft test and combustion safety test performed and documented (copy to County) before invoicing.

#### 4.7. Workmanship Specifications

4.7.1. All new installations are to be performed in accordance with the most recent International Residential Code (IRC) as adopted/amended by Pima County Development Services. All work is to be done in a professional manner by experienced, skilled craftsman according to established industry standards.

4.7.2. Contractor will protect, during all work activities, the homeowner's property from damage. The Contractor must keep the work site clean and orderly during work. Contractor is responsible for immediate removal of all work debris and any removed components. Neither the job site nor any public right-of-way will be used for storage. The work area must be left in a clean and orderly condition and no work items will be left where they create a hazard or impediment to free movement and use of the property.

4.7.3. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all 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. Any work that does not meet or exceed contract specifications, work write-ups, drawings, and applicable building codes or generally accepted building standards of workmanship and manufacturer's specifications will not be accepted as completed work and will be replaced at Contractor's expense.

#### 4.8. Warranty Specifications

4.8.1. Contractor warrants installed equipment and labor services to be satisfactory and free from defects for a period of two (2) years from completion/client sign-off of work. Contractors must provide the homeowner with the manufacturer's installation/operating manual and warranty and instruct the homeowner on the basic operation and maintenance procedures of any new equipment. All warranty cards must be filled out by the installer with the required warranty registration information before giving them to the homeowner.

#### 4.9. Item Specifications

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer 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).

### 5. SUSTAINABILITY

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

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

**6. OFFER ACCEPTANCE & ORDER RELEASES**

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

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

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

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

**7. ACCEPTANCE OF GOODS & SERVICES**

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

**8. COMPENSATION & PAYMENT**

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

**8.1. Unit Prices**

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

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

**UNIT PRICES (Net 30-day Payment Terms)****SEE EXHIBIT A – Unit Prices**

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

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

**8.2. Price Warranty and Trade-In Allowance**

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

disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

**8.3. Price Escalation**

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

**8.4. Living Wage**

All pricing will conform to Pima County's Living Wage ordinance 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 vendor'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.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount \%}) = \text{Discounted Unit Price}$ . 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)

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

**8.6. Standard Payment Term**

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

**8.7. Optional Early Payment Discount Term**

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

Optional Early Payment Discount:   N/A   % if payment tendered within            Days as indicated above.

**8.8. Invoicing**

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

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

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

**9. VENDOR RECORD MAINTENANCE**

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

**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 DO or DOM document.

Pima County's Housing Rehabilitation Specialist (HRS) will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact. Example: If called on a Monday, then the HRS and the Contractor should be able to go to the job site by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline, the Tertiary Contractor will be contacted.

Contractor guarantees delivery of product or service in less than fifteen (15) calendar days 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. IFB-PO-2400063 including the IFB, Offer Agreement, Standard Terms and Conditions, Exhibit B-Basic Clauses for Federally-Funded Contracts, 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, and Riggers Liability or On Hook Coverage.

#### **13.1.2. Business Automobile Liability**

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

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

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

### **13.2. Additional Insurance Requirements**

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

#### **13.2.1. Claims-Made Insurance Coverage**

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

#### **13.2.2. Additional Insured Endorsement**

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

#### **13.2.3. Subrogation Endorsement**

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

#### **13.2.4. Primary Insurance Endorsement**

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

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

#### **13.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that

each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**13.3. Notice of Cancellation**

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

**13.4. Verification of Coverage**

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

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

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

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

**13.5. Approval and Modifications**

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

**14. PERFORMANCE BOND Not applicable to this contract.**

**15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	2/7/24				

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

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

(select one)

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

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



17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: ARIZONA STYLE CONSTRUCTION, LLC

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 700 N LAZY J WAY

CITY/STATE/ZIP: TUCSON, AZ 85748-3834

REMIT TO ADDRESS: 700 N LAZY J WAY

CITY/STATE/ZIP: TUCSON, AZ 85748-3834

CONTACT PERSON NAME/TITLE: STEVE P CRAIG, owner/member

PHONE: 520-405-3699 FAX: \_\_\_\_\_


CONTACT PERSON EMAIL ADDRESS: OFFICE@AZSTYLE.ORG

EMAIL ADDRESS FOR ORDERS & CONTRACTS: OFFICE@AZSTYLE.ORG

CORPORATE HEADQUARTERS ADDRESS: 700 N LAZY J WAY, TUCSON, AZ 85748-3834

WEBSITE: N/A

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

SIGNATURE: 

DATE: 2/26/24

STEVE P CRAIG, owner/member  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: 520-405-3699 OFFICE@AZSTYLE.ORG

County Attorney Contract Approval "As to Form".

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

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

**2. PACKING**

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

**3. DELIVERY**

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

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

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

**4. SPECIFICATION CHANGES**

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

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

**5. INSPECTION**

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

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

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

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

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

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

**8. FRAUD AND COLLUSION**

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

**9. COOPERATIVE USE OF RESULTING CONTRACT**

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

**10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**11. INDEMNIFICATION**

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**12. UNFAIR COMPETITION AND OTHER LAWS**

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

**13. COMPLIANCE WITH LAWS**

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

**14. ASSIGNMENT**

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

**15. CANCELLATION FOR CONFLICT OF INTEREST**

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

**16. NON-DISCRIMINATION**

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

**17. NON-APPROPRIATION OF FUNDS**

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

**18. PUBLIC RECORDS**

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

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

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

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

**20. AMERICANS WITH DISABILITIES ACT**

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

**21. NON-EXCLUSIVE AGREEMENT**

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

**22. TERMINATION**

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

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

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

**24. INDEPENDENT CONTRACTOR**

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

**25. BOOK AND RECORDS**

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

**26. COUNTERPARTS**

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

**27. AUTHORITY TO CONTRACT**

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

**28. FULL AND COMPLETE PERFORMANCE**

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

**29. SUBCONTRACTORS**

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

**30. SEVERABILITY**

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

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

**32. CONTROL OF DATA PROVIDED BY COUNTY**

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

**33. ISRAEL BOYCOTT CERTIFICATION**

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

**34. FORCED LABOR OF ETHNIC UYGHURS**

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

**35. ENTIRE AGREEMENT**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A - UNIT PRICES**  
**IFB-PO-240063 HVAC Equipment & Services for Residential Homes**  
**(Net 30-day Payment Terms)**

**Equipment and Materials Specifications**

Item #	Item Name/Description Items to include and satisfy all Solicitation & Offer Agreement requirements, General Item Specifications	Manufacturer & Model Number For substitute items provide the manufacturer and model number of offered item	Estimated Annual Usage Qty	UOM	Unit Price \$	Extended Amount \$
1	<b>80K BTU Upflow/Horizontal Gas Furnace:</b> Remove and replace (R & R) existing unit with a new Rheem 80PS 80% efficient Upflow/Horizontal Gas Furnace up to - 80,000 BTU or equivalent. Install to include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and installation permit.	R801CA075417MSA	2	EA	\$3,400.00	\$6,800.00
2	<b>70K BTU Upflow/Horizontal Gas Furnace:</b> R & R existing unit with a new Rheem 80PS 80% efficient Upflow/Horizontal Gas Furnace up to - 70,000 BTU or equivalent. Install to include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and installation permit.	R80IT0503A14UHNNAS	2	EA	\$3,200.00	\$6,400.00
3	<b>Mobile Home Gas Furnace:</b> R & R existing Mobile Home forced air gas furnace with a new Coleman or Intertherm 80% efficient gas forced air furnace (Upflow/or Downflow) up to 77,000 BTU or equivalent. Install to include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex and installation permit.	MGIE-056F1AAMA	10	EA	\$3,000.00	\$30,000.00
4	<b>Single Wall Vent Pipe:</b> R & R single wall master flow galvanized vent pipe or approved equivalent: 3" to 5" Round, 3 ft. section.	N/A	10	EA	\$20.00	\$200.00
5	<b>Double Wall Vent Pipe:</b> R & R double wall round vent pipe or approved equal: 3" to 5" Round, 3 ft. section.	N/A	15	EA	\$35.00	\$525.00
6	<b>Double Wall Oval Vent Pipe:</b> R & R double wall oval vent pipe: AmeriVent Type B Gas, UL listed or approved equal: Up to 6", 3 ft. section.	N/A	5	EA	\$45.00	\$225.00
7	<b>Flue Kit:</b> R & R Mobile Home Gas Vent Piping (UL Listed Flue Kit).	N/A	20	EA	\$550.00	\$11,000.00
8	<b>Plenum:</b> Install new transition plenum from mechanical unit to supply duct including damper constructed of minimum 24 gauge galvanized metal. Plenum is to be sealed during install.	N/A	5	EA	\$250.00	\$1,250.00
9	<b>Plenum:</b> Seal existing plenum.	N/A	5	EA	\$150.00	\$750.00
10	<b>Residential Gas Water Heater:</b> R & R existing 30 gallon water heater with an ENERGY STAR® water heater with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drip leg, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE40M06ST45UI	5	EA	\$2,000.00	\$10,000.00
11	<b>Residential Gas Water Heater:</b> R & R existing 40 gallon water heater with an ENERGY STAR® water heater with a minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drip leg, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE40M12CS55UI	5	EA	\$2,400.00	\$12,000.00
12	<b>Residential Gas Water Heater:</b> R & R existing 50 gallon water heater with an ENERGY STAR® water heater with a minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drip leg, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XG50T12HE40UO	2	EA	\$2,700.00	\$5,400.00
13	<b>Residential Electric Water Heater:</b> R & R existing 30 gallon water heater with an ENERGY STAR® water heater with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE30S06ST45UI	5	EA	\$1,400.00	\$7,000.00



14	<b>Residential Electric Water Heater:</b> R & R existing 40 gallon water heater with an ENERGY STAR® water heater with a minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE40M12EL55UI	5	EA	\$2,000.00	\$10,000.00
15	<b>Residential Electric Water Heater:</b> R & R existing 50 gallon water heater with an ENERGY STAR® water heater with a minimum twelve (12) year limited tank/parts warranty. Installation to include necessary permits, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE50T12CS55UI	2	EA	\$2,500.00	\$5,000.00
16	<b>Mobile Home Gas Water Heater:</b> R & R existing 30 gallon water heater with an ENERGY STAR® water heater Designed and UL approved for Manufactured/Mobile Home Use, with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drip leg, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XG29T06MH32UI	5	EA	\$2,000.00	\$10,000.00
17	<b>Mobile Home Gas Water Heater:</b> R & R existing 40 gallon water heater with an ENERGY STAR® water heater Designed and UL approved for Manufactured/Mobile Home Use with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, new gas shut off valve, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, drip leg, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XG40T06MH34UI	5	EA	\$2,400.00	\$12,000.00
18	<b>Mobile Home Electric Water Heater:</b> R & R existing 30 gallon water heater with an ENERGY STAR® water heater, Designed and UL approved for Manufactured/Mobile Home Use with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE30S06T38UI	5	EA	\$2,000.00	\$10,000.00
19	<b>Mobile Home Electric Water Heater:</b> R & R existing 40 gallon water heater with an ENERGY STAR® water heater Designed and UL approved for Manufactured/Mobile Home Use with a minimum six (6) year limited tank/parts warranty. Installation to include necessary permits, flex appliance connector, new full-ported shut off ball valve at water supply line, temperature/pressure relief valve with discharge pipe, copper water flex connectors at inlet and outlet, all necessary vent piping including a UL listed vent cap, water heater pan (min 2" deep), ceiling ring and all other items necessary for a complete installation.	XE40M06ST45UI	5	EA	\$2,400.00	\$12,000.00
20	<b>Electric Water Heater Disconnect:</b> All electric water heaters require a pull disconnect or circuit breaker panel within sight of the water heater per 2018 IPC. Exemption is only if the main breaker panel is within sight of the water heater.	TF30RCP	10	EA	\$150.00	\$1,500.00
21	<b>A/C Type Register 1:</b> R & R existing wall register with new OBD register in white aluminum fully adjustable double deflection with damper in standard residential sizes up to 144 sq. in. Seal all registers with mastic and fiberglass mesh.	N/A	2	EA	\$100.00	\$200.00
22	<b>A/C Type Register 2:</b> R & R existing wall register with new OBD register in white aluminum fully adjustable double deflection with damper in sizes over 144 sq. in. Seal all registers with mastic and mesh.	N/A	2	EA	\$100.00	\$200.00
23	<b>Standard Type Register 1:</b> R & R existing wall register with new white aluminum adjustable single deflection in standard residential sizes up to 144 sq. in. Seal all registers with mastic and mesh.	N/A	2	EA	\$100.00	\$200.00
24	<b>Standard Type Register 2:</b> R & R existing wall register with new white aluminum adjustable single deflection in standard residential sizes over 144 sq. in. Seal all registers with mastic and mesh.	N/A	2	EA	\$100.00	\$200.00
25	<b>Ceiling Registers:</b> R & R existing ceiling registers with new adjustable curved blade face 4-way aluminum register. In standard residential sizes up to 144 sq. in. Seal all registers with mastic and mesh.	N/A	2	EA	\$100.00	\$200.00

26	<b>3500 CFM Evaporative Cooler:</b> R & R existing evaporative cooler with a Champion (or approved equal) side/down discharge evaporative cooler. To include 2-spd, 1/2 HP, 120v motor, water pump, V-belt, adjustable motor pulley, new power supply cords to existing Midwest box, aspen pads.	RWC35	2	EA	\$3,000.00	\$6,000.00
27	<b>4500 CFM Evaporative Cooler:</b> R & R Champion (or approved equal) side/down discharge evaporative cooler. To include 2-spd, 3/4 HP, 120v motor, water pump, V-belt, adjustable motor pulley, new power supply cords to existing Midwest box, aspen pads.	4001SD/DD	2	EA	\$4,500.00	\$9,000.00
28	<b>6500 CFM Evaporative Cooler:</b> R & R existing cooler with an new side or down discharge unit. To include 2 spd - 1/2 HP, 120v motor, adjustable motor pulley, new power supply cords to existing Midwest box, V-belt, water pump, aspen pads.	6500SD/DD	2	EA	\$4,500.00	\$9,000.00
29	<b>5000 CFM MasterCool:</b> R & R existing mastercool and replace with a new Mastercool. To include 2-spd, 3/4 HP, 120v motor, water pump, V-belt, adjustable motor pulley, new power supply cords to existing Midwest box, aspen pads.	ASA51	2	EA	\$5,000.00	\$10,000.00
30	<b>Replace down/side discharge cooler roof jack</b> for up to a 6500 CFM unit, complete with side damper and damper access slide cover strip, constructed of 24-gauge galvanized metal. No additional subcontractors material and labor mark-up allowed.	N/A	5	EA	\$500.00	\$2,500.00
31	<b>Install new 1/4" copper water line</b> with 1/4" brass shut off valve. Shutoff to be located next to cooler unit. Price per 25' roll.	N/A	10	EA	\$100.00	\$1,000.00
32	<b>Elbow:</b> Install elbow for side discharge unit, painted white.	N/A	5	EA	\$500.00	\$2,500.00
33	<b>Vibration Pads:</b> Install new set of four (4) vibration pads on all evaporative cooler installs.	N/A	10	EA	\$10.00	\$100.00
34	<b>Leg Kit:</b> Install new painted metal leg kit or approved equal for an evaporative cooler with square or rounded corners, up to 6500 CFM. Vibration insulator pads shall be included.	N/A	5	EA	\$100.00	\$500.00
35	<b>Cooler Disconnect:</b> Install a fused, weatherproof fused disconnect box for evaporative cooler, Midwest U261F or approved equal at existing circuit. Include proper size fuses, misc. wiring and support bracing stand and seal penetrations.	N/A	2	EA	\$500.00	\$1,000.00
35	<b>6 Way Diffuser Grill:</b> Install a 6 way evaporative cooler grill	N/A	2	EA	\$100.00	\$200.00
37	<b>Install New Metal Water Heater Door</b> with upper and lower combustion vents for mobile homes.	N/A	2	EA		\$0.00
38	<b>Install Water Heater Cabinet:</b> Install new metal cabinet for water heater.	N/A	2	EA	\$750.00	\$1,500.00
39	<b>Water Heater Sub Floor:</b> Repair or replace water heater room sub floor with 3/4" plywood and 26 gauge sheetmetal cladding. (Only as needed)	N/A	5	EA	\$100.00	\$500.00
40	<b>Water Heater Room:</b> Seal water heater room in mobile homes to prevent combustion gases to infiltrate home.	N/A	5	EA	\$100.00	\$500.00
41	<b>Cooler Switch:</b> Install new cooler control (at existing location) per manufacturer's installation instructions. Cooler control for two speed, 120V, evaporative cooler.	N/A	5	EA	\$50.00	\$250.00
42	<b>Mini-Split:</b> Install a new 2-ton, 24,000 BTU 21-SEER ductless mini-split heat pump. Must be 100% compliant with Energy Star and DOE requirements.	4LIV24HP230V1AH,4LIV24HP230V1AO	3	EA	\$5,000.00	\$15,000.00
43	<b>Mini-Split:</b> Install a new 3-ton, 36,000 BTU 21-SEER two-zone ductless mini-split heat pump. Must be 100% compliant with Energy Star and DOE requirements.	LIVV36HP230VIAH,LIVV36HP230V1AO	3	EA	\$6,000.00	\$18,000.00
44	<b>Split System Air Conditioner:</b> R & R existing system with a new 2 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RP15AZ24AJ2NA,RH2TZ2417STANNJ	3	EA	\$5,000.00	\$15,000.00
45	<b>Split System Air Conditioner:</b> R & R existing system with a new 2.5 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RP15AZ30AJ2NA,RH2TZ3017STANNJ	5	EA	\$7,000.00	\$35,000.00
46	<b>Split System Air Conditioner:</b> R & R existing system with a new 3 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RP15AZ42AJ2NA,RH2TZ4817STANNJ	5	EA	\$7,200.00	\$36,000.00
47	<b>Split System Air Conditioner:</b> R & R existing system with a new 4 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RP15AZ48AJ2NA,RH2TZ4817STANNJ	3	EA	\$7,500.00	\$22,500.00
48	<b>Split System Air Conditioner:</b> R & R existing system with a new 5 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RP15AZ60AJ2NA,RH2TZ2417STANNJ	2	EA	\$9,000.00	\$18,000.00
49	<b>Package Unit/Heat Pump:</b> R & R existing system with a new 2 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR024AJT00NA	3	EA	\$5,000.00	\$15,000.00
50	<b>Package Unit/Heat Pump:</b> R & R existing system with a new 2.5 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR030AJT00NA	3	EA	\$6,000.00	\$18,000.00
51	<b>Package Unit/Heat Pump:</b> R & R existing system with a new 3 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR036AJT00NA	3	EA	\$7,000.00	\$21,000.00
52	<b>Package Unit/Heat Pump:</b> R & R existing system with a new 3.5 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR042AJT00NA	3	EA	\$7,200.00	\$21,600.00

53	Package Unit/Heat Pump: R & R existing system with a new 4 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR048AJT00NA	2	EA	\$7,500.00	\$15,000.00
54	Package Unit/Heat Pump: R & R existing system with a new 5 ton 15 SEER split system a/c with electric furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR060AJT00NA	2	EA	\$9,000.00	\$18,000.00
55	Split System with gas furnace: R & R existing system with new 2 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ24AJ3CA,RCF2417STANMC, R801VO503A14UHSCAP	5	EA	\$5,000.00	\$25,000.00
56	Split System with gas furnace: R & R existing system with new 2.5 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ24AJ3CA,RCF2417STANMC, R801VO503A14UHSCAP	3	EA	\$6,000.00	\$18,000.00
57	Split System with gas furnace: R & R existing system with new 3 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ36AJ3CA,RCF3617STANMC, R801VO754A17UHSCAP	5	EA	\$7,000.00	\$35,000.00
58	Split System with gas furnace: R & R existing system with new 3.5 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ24AJ3CA,RCF4217STANMC, R801VO754A17UHSCAP	3	EA	\$7,200.00	\$21,600.00
59	Split System with gas furnace: R & R existing system with new 4 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ48AJ3CA,RCF4821STANMC, R801V1005A21UHSCAP	3	EA	\$7,500.00	\$22,500.00
60	Split System with gas furnace: R & R existing system with new 5 ton 15 SEER split system with gas furnace. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RA15AZ60AJ3CA,RCF6024STANMC, R801V1005A21UHSCAP	2	EA	\$9,000.00	\$18,000.00
61	Gas Pack: R & R existing system with new 2 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR024AJT000NA	3	EA	\$5,000.00	\$15,000.00
62	Gas Pack: R & R existing system with new 2.5 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR030AJT000NA	3	EA	\$6,000.00	\$18,000.00
63	Gas Pack: R & R existing system with new 3 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR036AJT000NA	3	EA	\$7,000.00	\$21,000.00
64	Gas Pack: R & R existing system with new 3.5 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR042AJT000NA	3	EA	\$7,200.00	\$21,600.00
65	Gas Pack: R & R existing system with new 4 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHPAZR048AJT000NA	3	EA	\$7,500.00	\$22,500.00
66	Gas Pack: R & R existing system with new 5 ton 15 SEER gas pack system. Manual J for correct size. Must be 100% compliant with Energy Star and DOE requirements.	RHAZR060AJT000NA	2	EA	\$9,000.00	\$18,000.00
67	Thermostat: Install Honeywell (or equivalent) TH511D1006/U non-programmable Thermostat (Premier White).	TH511D1006	10	EA	\$200.00	\$2,000.00
68	HVAC Condenser Pad: Install UV resistant plastic condensing unit pad up to 30"x 30"x2"	N/A	3	EA	\$20.00	\$60.00
69	Case of Filters: Case of non-washable filters	N/A	20	DZ	\$75.00	\$1,500.00
70	Permits: Pima County Permits for HVAC equipment replacement (copy of signed off inspection by County Inspector to be given to HRS).	N/A	20	EA	\$200.00	\$4,000.00
71	Permits: Pima County Permits for Water Heater replacement (copy of signed-off inspection by County Inspector to be given to HRS).	N/A	20	EA	\$150.00	\$3,000.00
72	Duct Work: Seal ductwork and boots throughout.	N/A	10	EA	\$1,000.00	\$10,000.00
73	Consumables Percentage Mark-up: Miscellaneous material mark-up. Enter percentage mark-up for Overhead and Profit (OH & P), to be added to your actual material expenses. Maximum mark-up is 5% combined OH & P.  NOTE: The percentage will be used in the determination of the total bid amount.		\$20,000.00	%	5%	\$21,000.00
<b>Total Bid Amount</b>						<b>\$750,260.00</b>
<i>Items below must be approved by County in advance, are paid at the given set State rate, and are a not-to-exceed annual amount. (<a href="https://gao.az.gov/sites/default/files/2023-01/5095%20Reimbursement%20Rates%20%20230109.pdf">https://gao.az.gov/sites/default/files/2023-01/5095%20Reimbursement%20Rates%20%20230109.pdf</a>)</i>						
74	Mileage: Allowed mileage chargeable for work in Ajo/Why or Arivaca. Mileage must be approved in advance and will be		270	MI	0.655	\$176.85
75	Lodging: Single-night lodging per double occupancy room, Jan-Mar. Invoices will be required to substantiate charges.		2	EA	169.00	\$338.00
76	Lodging: Single-night lodging per double occupancy room per night, Apr-Dec. Invoices will be required to substantiate		2	EA	120.00	\$240.00
<b>Total Consumables, Mileage, &amp; Lodging Bid Amount</b>						<b>\$751,014.85</b>

## Exhibit B

### BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS

#### Contracts Funded by Federal Grants

#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Contracts must contain the provisions listed below. Federal agencies are also permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold currently set at \$250,000)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (37 CFR Part 401).
4. Provisions for complying with applicable standards, orders or requirements issued under:
  - Clean Air Act (42 USC 7401-7671q.)
  - Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000)
5. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
7. Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]**

8. Notice of awarding agency requirements and regulations pertaining to reporting.
9. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Retention of all required records for three years or, as otherwise required by any Grant Agreement after grantees or subgrantees make final payments and all other pending matters are closed.
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub\_ L. 94-163, 89 Stat 871)as amended.

Printed name and signature:

STEVE P CRAIG

A handwritten signature in black ink, appearing to read 'Steve P. Craig', is written over a horizontal line.

**OFFER AGREEMENT**

**1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor(s) to provide Pima County ("County") with HVAC Equipment & Services for Residential Homes on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

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

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

**3. CONTRACTOR MINIMUM QUALIFICATIONS**

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

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

1	Contractor has been in the business of all aspects of installation and repair service for HVAC, evaporative coolers, gas furnaces, and water heaters for a minimum of three (3) consecutive years including the current year. <b>Include one (1) copy of license with the Offer Agreement.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor possesses a current Arizona Residential Air Conditioning and Refrigeration License of type C-39, CR-39, or R-39 or combination of appropriate licenses allowing the full completion of work noted in General Specifications and Repair Specifications and Exhibit A – Unit Prices below. <b>Include a copy of the License that meets this qualification.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Contractors are to provide HVAC Equipment and Services for Residential Homes throughout unincorporated Pima County and within the corporate limits of the City of South Tucson, the Town of Sahuarita, and the Town of Oro Valley.

**4.1. General Specifications**

- 4.1.1. Contractor must maintain (keep current) license(s) during the term of this contract and provide upon County request.
- 4.1.2. Contractor work must be, as applicable, (1) performed to current Codes, (2) permitted, (3) inspected. Obtaining permits and scheduling any required inspections for work performed are the responsibility of the Contractor.
- 4.1.3. Contractor, when working on or in homes built prior to 1978, Contractor is required to follow established "Lead Paint Safe Work Practices" if any painted surface is disturbed. The Pima County Housing Rehabilitation Specialist (HRS) assigned to the job will explain the requirements if applicable to any jobs done under this contract. If asbestos is suspected anywhere on the subject property, the Contractor must notify the HRS; no products containing asbestos are allowed to be used. If mold is found anywhere on the subject property, the Contractor must notify the HRS.
- 4.1.4. County has the option to identify replaced equipment to be retained for use in other home repair programs. The Contractor will not be expected to perform any additional work not included in the standard removal of the equipment being replaced. Equipment should be removed with care, so it is not damaged.
- 4.1.5. The HRS will work with the Contractor to determine an Approved Equivalent (in quality, function, and specifications) should a specified brand name or specific model unit not be available. Brands are noted under

section 4.2. Service and Repair Specifications as well as Exhibit A – Unit Prices. The HRS will have final approval over selection of an Approved Equivalent.

- 4.1.6. Homeowners will remain in the home during the work period unless the homeowners, Contractor, and HRS agree on some specified and agreed-upon alternative. The Contractor must coordinate all work activities to minimize inconvenience to homeowner and perform all work in a thorough and professional manner.
- 4.1.7. Should crane service be required for any reason County must provide written approval prior to Contractor engaging these services. Any invoices for crane services required for work provided per this contract must be submitted to Pima County along with Contractor's invoice. County will reimburse/pay Contractor the same dollar amount the Contractor paid for crane service. The procurement of and liability for crane services is the responsibility of the Contractor.
- 4.1.8. The Home Repair Program has access to several funding sources (including funds administered by the State of Arizona), often used in combination on a job. These sources carry differing rules and guidelines and the State has begun requiring background checks for persons directly in contact with Program clients. In cases where this Master Agreement (MA) funding source comingles with State-administered funds, Contractors may be required to secure background checks and Level One Fingerprint Clearance Cards for all employees directly engaged with clients. Should this case arise, Contractor will adhere to State regulations and guidelines and submit copies of all employee fingerprint cards to County.
- 4.1.9. County will contact Contractor by email to schedule for service. Contractor must acknowledge request within two (2) days of request. Contractor must schedule service with HRS for the specific work location, day, and time. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.
- 4.1.10. Lodging, single-night per double occupancy room, is allowable for work in Ajo/Why or Arivaca. Lodging rates are State-rate, vary seasonally, and are capped (see Exhibit A – Unit Prices). Lodging must be approved in advance by County.
- 4.1.11. Mileage is allowable for work verified beyond a 25-mile radius centered on 2797 E Ajo Way, Tucson 85713. Only one (1) vehicle will be reimbursed at the then-current State rate (see Exhibit A – Unit Prices). Mileage must be approved in advance by County.
- 4.1.12. All contracted work, per work write-up, is to be inclusive of labor, materials, etc. required to complete the work to County satisfaction. No overtime is allowed.
- 4.1.13. The below specifications are to be referenced in conjunction with Exhibit A – Unit Prices, Equipment and Materials Specifications.
- 4.1.14. For consumables that are used for the installation of equipment pursuant to this agreement, County will reimburse contractor on a cost-plus percentage of cost basis using the markup percentage provided in Exhibit A – Unit Prices.

#### **4.2. Service and Repair Specifications (See also Exhibit A – Unit Prices)**

- 4.2.1. Contractors are to provide labor and materials to replace and/or repair deteriorated HVAC equipment on qualified owner-occupied homes in Pima County. A Program HRS will be the primary contact for all phases of the work process including job set up, cost estimate, work write-up, scheduling, job inspections, and processing of payments to Contractor. It is the Contractor's responsibility to obtain all required permits prior to the commencement of the work as required by Pima County Development Services (i.e., furnaces, a/c installations, water heaters, etc.). No work that requires a permit will begin without said permit; County may request copies of any permits.
- 4.2.2. The Home Repair HRS will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact. Example: If called on a Monday, then the HRS and the Contractor should be able to go to the job site by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline the Tertiary Contractor will be contacted. Once a work assessment and write-up are complete the HRS will issue a Notice to Proceed. Project commencement and completion must be accomplished within fifteen (15) calendar days of Notice to Proceed.

#### **4.3. Air Conditioning (A/C) Specifications**

- 4.3.1. Contractors will be responsible for ensuring a properly sized gas line is supplying the furnace as well as all calculations for the correct size of AC systems required to issue a permit.

- 4.3.2. All new gas forced air furnace installations must include a new thermostat (direct-vent units exempt), new appliance connectors and new appliance shut-off valves. All new gas forced air furnaces must have pilot-less ignition systems. Filters must be provided for all new forced air units (no washable filters).
- 4.3.3. All new AC and heat pump installations must include a new easy-read adjustable thermostat, line set tubing, electrical disconnect, electrical wiring to make a standard connection, concrete base, case of replacement filters (no washable filters).
- 4.3.4. All venting and combustion air for 80% efficiency, gas forced air units must be installed in accordance with American Gas Association (AGA) and Gas Appliance Manufacturers Association (GAMA) specifications.
- 4.3.5. New forced air furnaces must carry a minimum manufacturer's warranty of ten (10) years on heat exchanger and two (2) years on all other parts, and must be manufactured by Rheem, Rudd, Coleman, Intertherm or Approved Equivalent.
- 4.3.6. New AC and heat pump systems must carry a minimum warranty of ten (10) years on the compressor and two (2) years on all other parts and must be manufactured by Goodman, York, Trane, Lennox, Rheem or Approved Equivalent.
- 4.3.7. New wall-mount furnaces must carry a minimum warranty of ten (10) years on the heat exchanger and one (1) year on all other parts. New wall-mount furnaces must be manufactured by Cozy or Approved Equivalent and include a millivolt wall thermostat and blower kit.
- 4.3.8. New conduit or pipe installed through the roof must include new properly sized roof jack with 3-coarse seal at roof. Mastic is to be painted to match existing roof color as close as possible.
- 4.3.9. New direct-vent gas units must be Perfection Model #s ASV712RTN, ASV120TN, ASV730RTN or Approved Equivalent.
- 4.3.10. When a new central furnace or AC/heat pump system is installed, the contractor must be responsible for all return air provisions such as cutting off door bottoms, making openings in walls and installing grill work or any other items required to facilitate a proper return air supply from each room.
- 4.3.11. New pressure treated 4 in. x 4 in. redwood beams for roof mounted AC units.

#### 4.4. Furnace Specifications

- 4.4.1. Upon completion of new furnace or AC/heat pump system installation, the Contractor must perform a start-up test and adjust new equipment to ensure proper operation per manufacturer's specifications.
- 4.4.2. All mini-split systems must have, as applicable, metal covers over all exposed pipes and wires.
- 4.4.3. All exterior ductwork, seams and transition connections must be sealed with duct mastic as per manufacturer's instructions.
- 4.4.4. When taping is required at vent/duct connections only, metallic duct tape or approved mastics and mesh tape must be used. NO GOODS CONTAINING ASBESTOS ARE ALLOWED.
- 4.4.5. All exterior ductwork, seams and transition connections must be sealed with an exterior grade siliconized caulking with a 35-year rating.
- 4.4.6. Sheet metal used for ducting (conveying of air) must be 24-gauge galvanized type.

#### 4.5. Evaporative Cooler Specifications

- 4.5.1. New Coolers must be "Arctic Circle" by Adobe Air or Approved Equivalent. New installations will include new properly sized motor, adjustable motor pulley, new power supply cords to new or good, serviceable condition Midwest box, properly sized fuses to protect the motor and pump, v-belt, water pump, aspen pads, and rotary switch. New units must be installed according to the manufacturer's specifications and in accordance with the best practices of the trade. New unit operation must be tested and properly adjusted by Contractor prior to final inspection.
- 4.5.2. New roof jacks and elbow transitions must include slide damper, complete with slide on cover strip to seal over opening. Proper 3-coarse seal must be provided around base of all roof jacks and/or penetrations installed. Mastic is to be painted to match existing roof color as close as possible.
- 4.5.3. New cooler leg kits must be painted metal (Adobe Air Part # 785 or Approved Equivalent). Vibration pads will be installed under legs in units installed on all roofs.
- 4.5.4. Any fasteners used to attach leg/stand base to roof must be properly sealed to prevent water infiltration into the home. New conduit or pipe installed through the roof must include new properly sized roof jack with 3-coarse seal at roof.
- 4.5.5. New wall or window mount stands must be of welded angle iron (1/8" x 2" x 2") construction and painted with an exterior metal paint.



4.5.6. New concrete leg pads are to be included with new wall or window mount stands.

**4.6. Water Heater Specifications**

4.6.1. Water heater type, capacity, warranty, etc. and installation requirements are listed and described in Exhibit A – Unit Prices. Water heaters, per Code (422.31 (B)), must have an electrical disconnect installed within sight of the unit. All water heater installations must have a draft test and combustion safety test performed and documented (copy to County) before invoicing.

**4.7. Workmanship Specifications**

4.7.1. All new installations are to be performed in accordance with the most recent International Residential Code (IRC) as adopted/amended by Pima County Development Services. All work is to be done in a professional manner by experienced, skilled craftsman according to established industry standards.

4.7.2. Contractor will protect, during all work activities, the homeowner's property from damage. The Contractor must keep the work site clean and orderly during work. Contractor is responsible for immediate removal of all work debris and any removed components. Neither the job site nor any public right-of-way will be used for storage. The work area must be left in a clean and orderly condition and no work items will be left where they create a hazard or impediment to free movement and use of the property.

4.7.3. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all 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. Any work that does not meet or exceed contract specifications, work write-ups, drawings, and applicable building codes or generally accepted building standards of workmanship and manufacturer's specifications will not be accepted as completed work and will be replaced at Contractor's expense.

**4.8. Warranty Specifications**

4.8.1. Contractor warrants installed equipment and labor services to be satisfactory and free from defects for a period of two (2) years from completion/client sign-off of work. Contractors must provide the homeowner with the manufacturer's installation/operating manual and warranty and instruct the homeowner on the basic operation and maintenance procedures of any new equipment. All warranty cards must be filled out by the installer with the required warranty registration information before giving them to the homeowner.

**4.9. Item Specifications**

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Proposer must provide manufacturer and Proposer 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).

**5. SUSTAINABILITY**

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

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

**6. OFFER ACCEPTANCE & ORDER RELEASES**

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

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

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

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

**7. ACCEPTANCE OF GOODS & SERVICES**

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

**8. COMPENSATION & PAYMENT**

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

**8.1. Unit Prices**

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

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

**UNIT PRICES (Net 30-day Payment Terms)**

**SEE EXHIBIT A – Unit Prices**

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

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

**8.2. Price Warranty and Trade-In Allowance**

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

disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

**8.3. Price Escalation**

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

**8.4. Living Wage**

All pricing will conform to Pima County's Living Wage ordinance 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 vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e.  $\text{Manufacturer's List Price} - (\text{List price} \times \text{Discount } \%) = \text{Discounted Unit Price}$ . 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

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

**8.6. Standard Payment Term**

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

**8.7. Optional Early Payment Discount Term**

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

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

**8.8. Invoicing**

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

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

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

**9. VENDOR RECORD MAINTENANCE**

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <https://www.pima.gov/208/Vendor-Self-Service-System-VSS>.

**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 DO or DOM document.

Pima County's Housing Rehabilitation Specialist (HRS) will contact the Primary Contractor to schedule a job site assessment/estimate to be done within two (2) days of initial contact. Example: If called on a Monday, then the HRS and the Contractor should be able to go to the job site by Wednesday. If Primary Contractor is unable to meet this deadline, the Secondary Contractor will be contacted; if the Secondary Contractor is unable to meet this deadline, the Tertiary Contractor will be contacted.

Contractor guarantees delivery of product or service in less than fifteen (15) calendar days 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. IFB-PO-2400063 including the IFB, Offer Agreement, Standard Terms and Conditions, Exhibit B-Basic Clauses for Federally Funded Contracts, 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, and Riggers Liability or On Hook Coverage.

#### 13.1.2. Business Automobile Liability

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

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

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

### 13.2. Additional Insurance Requirements

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

#### 13.2.1. Claims-Made Insurance Coverage

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

#### 13.2.2. Additional Insured Endorsement

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

#### 13.2.3. Subrogation Endorsement

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

#### 13.2.4. Primary Insurance Endorsement

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

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

#### 13.2.6. Subcontractors

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that

each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**13.3. Notice of Cancellation**

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

**13.4. Verification of Coverage**

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

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

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

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

**13.5. Approval and Modifications**

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

**14. PERFORMANCE BOND Not applicable to this contract.**

**15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

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

Amendment #	Date	Amendment #	Date	Amendment #	Date

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Yes  No

Section 7.1?

(select one)

Solicitation No. IFB-PO-2400063

Title: HVAC Equipment & Services for Residential Homes

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

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

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: Advantage Home Performance, Inc.

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 1021 Commerce Dr. #A

CITY/STATE/ZIP: Prescott, AZ 86305

REMIT TO ADDRESS: Same as above

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Michael Uniacke, President

PHONE: (928) 445-3828 FAX: (928) 771-2501

CONTACT PERSON EMAIL ADDRESS: office@ahpinc.pro

EMAIL ADDRESS FOR ORDERS & CONTRACTS: office@ahpinc.pro

CORPORATE HEADQUARTERS ADDRESS: 1021 Commerce Dr. #A

WEBSITE: www.advantagehomeperformance.com

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

SIGNATURE: [Signature] DATE: 3-1-24

Michael W. Uniacke, President  
PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND EMAIL: (928) 445-3828 office@ahpinc.pro

County Attorney Contract Approval "As to Form".



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

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

**2. PACKING**

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

**3. DELIVERY**

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

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

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

**4. SPECIFICATION CHANGES**

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

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

**5. INSPECTION**

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

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

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

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

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

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

**8. FRAUD AND COLLUSION**

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

**9. COOPERATIVE USE OF RESULTING CONTRACT**

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

**10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**11. INDEMNIFICATION**

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**12. UNFAIR COMPETITION AND OTHER LAWS**

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

**13. COMPLIANCE WITH LAWS**

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

**14. ASSIGNMENT**

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

**15. CANCELLATION FOR CONFLICT OF INTEREST**

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

**16. NON-DISCRIMINATION**

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

**17. NON-APPROPRIATION OF FUNDS**

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

**18. PUBLIC RECORDS**

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

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

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

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

**20. AMERICANS WITH DISABILITIES ACT**

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

**21. NON-EXCLUSIVE AGREEMENT**

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

**22. TERMINATION**

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

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

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

**24. INDEPENDENT CONTRACTOR**

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

**25. BOOK AND RECORDS**

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

**26. COUNTERPARTS**

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

**27. AUTHORITY TO CONTRACT**

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

**28. FULL AND COMPLETE PERFORMANCE**

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

**29. SUBCONTRACTORS**

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

**30. SEVERABILITY**

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

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

**32. CONTROL OF DATA PROVIDED BY COUNTY**

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

**33. ISRAEL BOYCOTT CERTIFICATION**

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

**34. FORCED LABOR OF ETHNIC UYGHURS**

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

**35. ENTIRE AGREEMENT**

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

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

The contents of this contract are confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at <http://webcms.pima.gov/> under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request.

If you have any questions, please call (520)724-8161.

**Exhibit B**

**BASIC CLAUSES FOR FEDERALLY-FUNDED PURCHASES/CONTRACTS**

**Contracts Funded by Federal Grants**

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Contracts must contain the provisions listed below. Federal agencies are also permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold currently set at \$250,000)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract (37 CFR Part 401).
4. Provisions for complying with applicable standards, orders or requirements issued under:
  - Clean Air Act (42 USC 7401-7671q.)
  - Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of \$150,000)
5. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
7. Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

*Michael Urso* 3-4-24



\$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

8. Notice of awarding agency requirements and regulations pertaining to reporting.
9. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Retention of all required records for three years or, as otherwise required by any Grant Agreement after grantees or subgrantees make final payments and all other pending matters are closed.
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871) as amended.

Printed name and signature:

Michael Uniacke      Michael Uniacke      3-4-24