



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: September 19, 2023

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

E-Z-GO Division of Textron, Inc. (Headquarters: Augusta, GA)

***Project Title/Description:**

Electric Golf Carts

***Purpose:**

Award: Master Agreement No. MA-PO-23-195. This Master Agreement is for an initial term effective 09/19/23 – 09/30/24 in the not-to-exceed amount of \$515,000.00 (including sales tax) for an initial purchase of 24 carts and a subsequent annual award amount of \$120,000.00 for 2 one-year renewal options. Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010. Cooperative procurement authorized, for Requisition No. 23-241, the Procurement Director approved the use of OMNIA Partners, Contract No. R210201, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID 486653

Attachment: Cooperative Procurement Agreement

***Program Goals/Predicted Outcomes:**

Various departments use electric golf carts to haul tools and equipment for maintenance and repair. Departments using the carts also maintain 90 acres of property, including multiple sports fields, security, and transport disabled constituents to locate their vehicles in all County garages.

***Public Benefit:**

Utilizing electric golf carts instead of full-size gas vehicles is convenient, affordable, and cost-saving to the taxpayer and complies with the Board of Supervisors Resolution 2007-84.

***Metrics Available to Measure Performance:**

County departments will monitor on-time delivery and billing to ensure contract compliance.

***Retroactive:**

No

TD: COB 9-5-23⁽¹⁾
pgs: 17
vers: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-195
Commencement Date: 09/19/23 Termination Date: 09/30/24 Prior Contract Number (Synergen/CMS): n/a
☒ Expense Amount \$ 515,000.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Various Funds**

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

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

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

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

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

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

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

***Funding Source(s) required: _____**

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

Grant/Amendment Information (for grants acceptance and awards) ☒ Award ☐ Amendment

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

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

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

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

*Funding Source: _____

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

Contact: Procurement Officer: Maria Julia Canizales Digitally signed by Maria Julia Canizales Date: 2023.08.30 14:48:47 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2023.08.30 15:11:45 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2023.08.30 15:24:12 -07'00' Telephone: 520-724-8167

Department Director Signature: [Signature] Date: 8/31/23

Deputy County Administrator Signature: [Signature] Date: 9/5/2023

County Administrator Signature: [Signature] Date: 9/5/2023



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 23000000000000000195

MA Version: 1

Page: 1 of 2

Description: Electric Golf Carts

I S S U E R	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
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T E R M S	<p>Initiation Date: 09-19-2023 Expiration Date: 09-30-2024</p> <table><tr><td>NTE Amount:</td><td>\$515,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$515,000.00	Used Amount:	\$0.00
NTE Amount:	\$515,000.00				
Used Amount:	\$0.00				

V E N D O R	<p>TEXTRON INC DBA: E-Z-GO a division of Textron Inc 11108 QUALITY DRIVE CHARLOTTE NC 28273</p> <p>Contact: Dylan Murray Phone: 704-813-4926 Email: dmurray@textron.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Allowed
<p>Modification Reason</p> <p>This Master Agreement is for an initial term effective 09/19/23 ? 09/30/24 in the not-to-exceed contract amount of \$515,000.00 (including sales tax), with a \$120,000.00 annual renewal amount with two (2) one-year renewal options.</p> <p>Attachment: Cooperative Procurement Agreement</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.



MASTER AGREEMENT DETAILS

Master Agreement No: 230000000000000000195

MA Version: 1

Page: 2 of 2

Line	Description					
1	Delivery / Set up Discount %	UOM EA	Unit Price \$0.00	Stock Code	VPN	MPN
2	Labor Discount %	UOM HOUR	Unit Price \$350.00	Stock Code	VPN	MPN
3	Free form line for Lithium / Battery Powered Carts Discount 10.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN
4	Free form line for Gas Powered Carts Discount 25.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN

Pima County Procurement Department	
Administering Department: Regional Wastewater Reclamation	
Project:	Electric Golf Carts
Contractor:	E-Z-GO Division of Textron, Inc.
	1451 Marvin Griffin Rd.
	Augusta, GA 30906
Amount:	\$515,000.00
Contract No.:	MA-PO-23-195
Funding:	WW Ops

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and E-Z-GO Division of Textron, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Regional Wastewater Reclamation (RWRD) requires Electric Golf Carts.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. The County entered into such an agreement with OMNIA Partners in 2019 and is a Participating Public Agency.
- 1.4. Contract.
 - 1.4.1. Region 4 Education Service Center, a lead OMNIA Partners entity, entered into a contract (R210201) for specified goods and services with Contractor, which is currently in effect (the "OMNIA Partners Contract"). The Contract is incorporated into this Contract by this reference.
 - 1.4.2. Appendix A of the OMNIA Partners Contract provides that another governmental entity with which OMNIA Partners has a cooperative purchasing agreement may, with Contractor's approval, purchase products, and services at the same prices and under the same terms as in the OMNIA Partners Contract.
 - 1.4.3. The term of the OMNIA Partners Contract commenced on October 1, 2021, and will terminate on September 30, 2024, unless renewed. There are two (2) one-year renewal options under the OMNIA Partners Contract.

2. Term.

- 2.1. Initial Term. This Contract commences on September 19, 2023, and will terminate on September 30, 2024 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to one year each (each an "Extension Option"). An Extension Option will be

effective only upon the execution by the Parties of a formal amendment pursuant to Section 31.

3. **Scope of Services.** Contractor will provide County with the services described in **Exhibit A: Specifications** (4 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates or time frames, then upon demand. Contractor must comply with all requirements and specifications in the OMNIA Partners Contract, except where altered by this Contract.

- 3.1. **Order of Precedence.** All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to a subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. MA-PO-23-195.

3.1.3. To the extent applicable, the OMNIA Partners Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. **Key Personnel.** Not applicable to this Agreement.

5. **Compensation and Payment.**

- 5.1. **Percentage Adjustment.** County will directly pay Contractor's authorized distributor at the percentage set forth in **Exhibit B: Pricing Page** (1 page). Those percentages will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those percentages, and the reasons for the adjustments.

- 5.2. **Not-To-Exceed ("NTE") Amount.** County's total payments to Contractor's authorized distributor under this Contract, including any sales taxes, may not exceed \$515,000.00 (the "NTE Amount"). County will make a one-time purchase of twenty-four (24) carts. After the twenty-four (24) carts are purchased, the annual award amount will be \$120,000.00 per year. The NTE Amount can only be changed by a formal amendment executed by the Parties pursuant to Section 31. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor's authorized distributor does so, it is at the Contractor's own risk.

- 5.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoice.

- 5.4. **Timing of Invoices.** Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices. Contractor's authorized distributor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor's authorized distributor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor's authorized distributor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. 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 the Contractor from potential insurer insolvency.

6.1. 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 the 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 the County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence. 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.

6.1.2. 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.

6.1.3. 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.

- 6.2. **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions, which might be met through blanket endorsement.
- 6.2.1. **Additional Insured Endorsement.** The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.2. **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.
- 6.2.3. **Primary Insurance Endorsement.** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.4. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.5. **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.
- 6.3. **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.
- 6.3.1. The Pima County 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.
- 6.3.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the County project or contract number and project description on the certificate.
7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each

of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
- 10. 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 any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. 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.
- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County prior written approval. County may withhold approval at its sole discretion.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

13. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. **Without Cause.** County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. **With Cause** County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

17.3. **Non-Appropriation** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Terri Spencer, Procurement Director
Pima County Procurement
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

Contractor:
Maryellen William, Contracts Administrator
E-Z-GO Division of Textron, Inc.
1451 Marvin Griffin Rd.
Augusta, GA 30906
401.457.2327
mwilliams@textron.com

19. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 23. Books 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 for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 24. Public Records.**
- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to 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.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. 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 in Arizona, 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.
- 25. Legal Arizona Workers Act Compliance.**

- 25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.
- 25.2. Books & Records. 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.
- 25.3. Remedies for Breach of Warranty. 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 be required to 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 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 insure 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."

26. **Grant Compliance.** Not applicable to this Agreement.

27. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract

amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 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.
30. **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 Contractor 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.
31. **Amendment.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within twenty-one (21) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.
32. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

E-Z-GO Division of Textron, Inc.

Chair, Board of Supervisors

Marvellen Williams
Authorized Officer Signature

Date

Marvellen Williams, Contracts Administrator
Printed Name and Title

August 29, 2023
Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

Department Head

Date

APPROVED AS TO FORM

Cindy Nguyen
Deputy County Attorney

This contract template has been approved as to form by the Pima County Attorney's Office.

Cindy Nguyen
Printed DCA Name

Exhibit A: Specifications (4 Pages)

1. General Specifications

- 1.1. Carts must be of the manufacturer's current model, in production at the time of delivery, and must be new (demonstrator models will not be acceptable) with all the standard equipment unless otherwise specified.
- 1.2. All units shall be delivered Monday through Friday with a minimum of twenty-four (24) hour notification prior to delivery. The ordering department will provide a delivery location, time frame, and personal information to contact.

2. Delivery Document Requirements

- 2.1. Manufacturer Statement of Origin (MSO) which must include the odometer statement. Unless otherwise ordered in writing, the MSO shall show the ownership/purchaser of the carts as:

Pima County Board of Supervisors
1291 S. Mission Road
Tucson, AZ 85713

- 2.2. Contractor's authorized distributor must submit warranty brochures explaining warranty coverage and defining specifically what is covered by the warranty.
- 2.3. Manufacturer's invoice (unaltered) with cart's serial number and vehicle identification number (VIN) on the body of the cart.
- 2.4. The packing slip must have the Purchase Order (PO) and the serial number of the carts.
- 2.5. Arizona Motor Vehicle Inspection slip showing the vehicle has passed inspection.
 - 2.5.1. Contractor's authorized distributor must submit two (2) CDs or two (2) thumb drives of the maintenance-overhaul (shop) manuals for carts.
 - 2.5.2. Contractor's authorized distributor must submit two (2) CDs or two (2) thumb drives of the operator's manuals for the carts.
 - 2.5.3. Contractor's authorized distributor must submit two (2) CDs or two (2) thumb drives of the wiring diagrams for the carts.
 - 2.5.4. Contractor's authorized distributor must submit two (2) CDs or two (2) thumb drives of service manuals for the carts.
 - 2.5.5. Contractor's authorized distributor must submit two (2) CDs or two (2) thumb drives of manuals for auxiliary carts included in the delivery.
 - 2.5.6. Contractor's authorized distributor must provide a website link to enable County to acquire the information directly as long as there is no subscription to join or a fee to get the information.
 - 2.5.7. Contractor's authorized distributor must submit brochures with complete specifications and other general data provided at the time of delivery.
 - 2.5.8. Contractor's authorized distributor must submit four (6) sets of keys for each lock.
 - 2.5.9. Contractor's authorized distributor will provide a short familiarization and operating characteristics presentation upon delivery of carts.

3. Warranty:

Contractor's warranty will be a minimum of two (2) years for both parts and labor. Warranty repairs and replacement parts will be performed at no additional charge to County. Once the Contractor is notified of a breakdown, the unit must be addressed within two (2) business days unless other arrangements have been made with County. Contractor must have a facility available within the Tucson Metropolitan area to provide warranty labor and parts. Contractor will maintain a facility for warranty repairs. Service hours shall be from 8:00 A.M. to 4:00 P.M., Monday through Friday excluding County holidays, or have specific agreements in force with a third party to provide maintenance. If applicable, the bidder will submit a document showing evidence of the third-party agreement to provide necessary maintenance support with the bid.

Exhibit A: Specifications (continued)

4. Requirements for Contractors and Sub Contractors to access and service RWRD Facilities:

- 4.1. All Contractor and subcontractor personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule a safety briefing.
- 4.2. Contractor's personnel are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- 4.3. RWRD site entry is restricted to authorized persons with proper identification such as a driver's license, commercial driver's license, or passport.
- 4.4. Contractor must always wear an ID pass while on the plant site and return the ID pass upon leaving the facility to Plant Site Administration Office.
- 4.5. Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and leave a copy of the work ticket(s). Contractor shall ensure all gates and barriers are secure prior to departure.
- 4.6. Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection, and hearing protection.
- 4.7. Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the Contractor name, or a sign displayed in the front window is acceptable. Decals must be 8.5 inches by 11 inches or larger.
- 4.8. Contractor's personnel shall be designated by an easily identifiable company shirt or badge always worn while on-site.
- 4.9. Upon daily completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- 4.10. County is not responsible for theft or damage to Contractor's property.
- 4.11. All possible safety hazards to workers or the public shall be corrected immediately. The work site shall be left in a safe condition at the end of each workday. Contractor shall notify County immediately if the gate or barrier cannot be secured.
- 4.12. Contractor must provide all their own personnel, materials, tools, and equipment to perform the necessary inspections/repairs at no additional cost to County.
- 4.13. Contractor must have OSHA-compliant lock-out/tag-out and confined space programs and always adhere to procedures.
- 4.14. Contractor shall be always responsible for the safety of their employees.
- 4.15. All chemicals used in RWRD Treatment Facilities require the Contractor to submit the Safety Data Sheet (SDS) to the RWRD Treatment Point of Contact for approval prior to application.

Exhibit A: Specifications (continued)

5. Specifications for One-Time purchase by RWRD

RWRD will be purchasing the following electric golf cart:

- Two (2) Cushman Hauler 800X ELITE
- One (1) Cushman Shuttle 6 ELITE
- Four (4) EZGO RXV ADVB2 PLATFORM – FREEDOM ELITE
- Two (2) Cushman Shuttle 2 ELITE
- Ten (10) Cushman Titan XD- 2 Passenger includes the following accessories:
 - LED Headlights & Turn signals (625024)
 - Front Bumper (601228)
 - Rear Bumper (601229)
 - Steel Cargo Deck (602486)
 - Sun Canopy (Top) Long (631139)
 - Windshield (Long Canopy Reg) (602908)
 - Hitch, Pintle (Requires Rear Bumper) (601927)

6. Delivery Requirements

6.2. All units shall be delivered Monday through Friday from 8:00 A.M. to 2:00 P.M. Contractor shall be required to give Armando Cordova, phone number (520) 724-6422, email Armando.cordova@pima.gov, a minimum of twenty-four (24) hour notification prior to delivery.

6.3. All units shall be delivered to Pima County Tres Rios Warehouse, located at:

7101 N Case Grande Hwy
Warehouse Building 88
Tucson, Az 85743

7. Specifications for One-Time purchase by Facilities Management (FM)

FM will be purchasing the following electric golf cart:

- Two (2) EZ-GO RXV ELITE 2+2 Model # 10002918
 - Red Exterior Color
 - Fold-Down Seat Installation
 - Four (4) passengers
 - Seatbelts on the front and back seats
 - 8" Wheels – 4 Ply Tires
 - Black Canopy – Over Cab (long)
 - Hinged Windshield
 - Headlights, horn, and Turn Signal Package
 - Taillights – Compatible with Fold-Down Seat
 - Wink Mirror (bar rear-view mirror)
 - Canopy 54" – Tone Beige & Struts
 - Charger (if required)

Exhibit A: Specifications (continued)

8. Delivery Requirements

- 8.1. All units shall be delivered Monday through Friday from 8:00 A.M. to 2:00 P.M. Contractor shall be required to give Service Writers, phone number (520) 724-2674, a minimum of twenty-four (24) hour notification prior to delivery.
- 8.2. All units shall be delivered to Pima County Fleet Services Department, located at:

Fleet Services Department
1291 S. Mission Road
Tucson, AZ 85713

9. Specifications for One-Time purchase by Kino Stadium District (KSC)

KSC will be purchasing the following electric golf cart:

- Three (3) 2024 EZGO Valor (638538) including the following accessories:
 - Body Color- White
 - Seat Color – Stone Beige
 - Charger 48V Portable
 - Tires & Wheels – Kenda K500 20x8-10 on Blk steel wheels – Standard
 - LED Headlights & Taillights – Standard
 - State of Charge Meter – Standard
 - Canopy 54" – Stone Beige & Struts
 - Windshield Fold Down
 - Cargo Box Kit, Steel EZ RXV 2007-16
 - Mirror – 5 panel
 - Hour Meter

10. Delivery Requirements

- 10.1. All units shall be delivered Monday through Friday from 8:00 A.M. to 2:00 P.M. Contractor shall be required to give Service Manager, phone number (520)-222-1043, a minimum of twenty-four (24) hour notification prior to delivery.
- 10.2. All units shall be delivered to Pima County Kino Sports Complex, located at:

Kino Sports Complex
2500 E. Ajo Way
Tucson, Az 857013

Exhibit B: Pricing Page (1 Page)

Cushman		
Model #	Model Description	Discount off MSRP (Vehicle & Accessories)
657066	Hauler 800 Gas	25%
10027216	Hauler 800 ELITE 2.0	10%
657067	Hauler 800X Gas	25%
10027217	Hauler 800X ELITE 2.0	10%
657068	Hauler 1200 Gas	25%
657069	Hauler 1200X Gas	25%
10002070	Hauler Pro ELITE	10%
10002071	Hauler ProX ELITE	10%
628520	Cushman Minute Miser	10%
628521	Cushman Stock Chaser	10%
633097	Cushman Titan "HD" 2 Passenger - 36 Volt	10%
671548	Cushman Titan "XD" 2 Passenger - 48 Volt	10%
671549	Cushman Titan "XD" 4 Passenger - 48 Volt	10%
662554	AC Tug	10%
10038319	Shuttle 2 ELITE	10%
657077	Shuttle 2 Gas	25%
10027218	Shuttle 4 Elite (Lithium)	10%
657078	Shuttle 4 Gas	25%
10027219	Shuttle 6 Elite (Lithium)	10%
657079	Shuttle 6 Gas	25%
10002813	Shuttle 2+2 ELITE	10%
10002804	Shuttle 2+2 G	25%
10038320	Shuttle 8 ELITE	10%
657072	Shuttle 8 Gas	25%
666485G01	Truckster XD Gas 2WD	25%
666486G01	Truckster XD Gas 4WD	25%
666489G01	Truckster XD Diesel 2WD	25%
666490G01	Truckster XD Diesel 4WD	25%
657070	Refresher Oasis - Gas	25%
10002067	Refresher Oasis - ELITE	10%

E-Z-GO

Model #	Model Description	Discount off MSRP (Vehicle & Accessories)
680339	RXV Gas - Fleet Car	25%
10002915	RXV Electric ELITE	10%
680340	RXV Freedom Gas	25%
10002916	RXV Freedom Electric ELITE	10%
10048027G01	RXV Valor Gas	10%
638542G01	RXV Valor Electric	10%
10013946	Liberty	10%
10042572	Express S2 ELITE	10%
10011996	Express S4 Gas	25%
10027213	Express S4 Electric ELITE	10%
10012031	Express S6 Gas	25%
10027214	Express S6 ELITE 4.0	10%
10011997	Express L6 - Gas	25%
10027215	Express L6 ELITE	10%