



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 11/6/18

\* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Arizona Style Construction, LLC (Headquarters: Tucson, AZ) and Alaskan Quality Services, Inc. (Headquarters: Tempe, AZ)

**\*Project Title/Description:**

HVAC Equipment & Services for Residential Homes

**\*Purpose:**

Award: Master Agreement No. MA-PO-19-062. This Master Agreement is for an initial term of one (1) year in the shared annual award amount of \$330,000.00 (including sales tax) and includes four (4) one-year renewal options. Primary award is to Arizona Style Construction, LLC and secondary award is to Alaskan Quality Services, Inc.

Administering Departments: Community Development & Neighborhood Conservation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. 305795 was conducted. Four (4) responses were received. One (1) response was a No-Bid. Award is to the lowest, responsive and responsible bidders.

PRCUID: 305795

Attachments: Notice of Recommendation for Award and Master Agreements.

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

To install energy efficient heating and/or cooling units for residents that are income eligible for this program for the elderly, person with disabilities, and families with children in unincorporated Pima County, Marana, Oro Valley and Sahuarita, etc.

**\*Public Benefit:**

Eligible residents are provided energy efficient heating and/or cooling units.

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

Department assigns the jobs to each Contractor and keeps track of funds spent for these services.

**\*Retroactive:**

No

Procure Dept 10/18/18 PM 10:44

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 19-062  
Effective Date: 11/6/18 Termination Date: 11/5/19 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 330,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Arizona Department of Housing Weatherization Assistance Program (est. \$200,000.00), Pima County Community Action Agency (est. \$100,000.00), Community Development Block Grant (est. \$30,000.00)

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

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

\*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 22-73.

**Amendment / Revised Award Information**

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

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

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

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

☐ Expense or ☐ 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): \_\_\_\_\_

Effective 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: Nancy Page, Procurement Officer up

Department: Procurement May 10/16/18 Telephone: 724-3563

Department Director Signature/Date: Margaret Kuc 10/17/2018

Deputy County Administrator Signature/Date: Dan 10/17/2018

County Administrator Signature/Date: C. J. DeLuca 10/18/18

(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: 10/16/2018

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. 305795 for HVAC Equipment and 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 11/6/2018.

Award is recommended to the lowest, responsive and responsible bidder (primary), and the next lowest, responsive and responsible bidder (secondary).

### **AWARDEE NAMES**

Arizona Style Construction, LLC (Primary)  
Alaskan Quality Services, Inc.  
(Secondary)

### **BID AMOUNT**

\$300,713.00  
\$487,516.50

### **SHARED ANNUAL AWARD AMOUNT**

\$330,000.00 (including sales tax)

### **OTHER RESPONDENT NAMES**

Woodstock Builders, Inc., dba Sigre  
Contractors  
American Refrigeration Supplies

### **BID AMOUNT**

\$818,043.24

No-Bid

Issued by: Nancy Page, Procurement Officer

Telephone Number: (520) 724-3563

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

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

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# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1900000000000000062

MA Version: 1

Page: 1 of 8

Description: HVAC Equipment & Services for Residential Homes

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701	
	Issued By: NANCY PAGE	
	Phone: 5207243563	
	Email: nancy.page@pima.gov	
T E R M S	Initiation Date: 11-06-2018	
	Expiration Date: 11-05-2019	
	NTE Amount: \$0.00 Used Amount: \$0.00	
V E N D O R	ARIZONA STYLE CONSTRUCTION LLC	
	700 N Lazy J Way Tucson AZ 85748	
	Contact:	Jessica Craig
	Phone:	520-647-9127
	Email:	azstyleconstruction@cox.net
	Terms:	2.00 %
	Days:	10
Shipping Method: Vendor Method		
Delivery Type:		
FOB: FOB Dest, Freight Prepaid		
Modification Reason		
This Master Agreement is for an initial term of one (1) year in the shared Annual Award Amount of \$330,000.00 and includes four (4) one-year renewal options.		
Attachment: Offer Agreement		

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



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000062

MA Version: 1

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Line	Description					
1	80K BTU Upflow/Horizontal Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,000.00			R802V
2	100K BTU Upflow/Horizontal Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,000.00			R802V
3	Mobile Home Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,200.00			
4	Gravity Gas Wall Furnace with Blower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,150.00			
5	Counter Flow Gas Wall Furnace with Intermittent Ignition					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,535.00			
6	Direct Vent Console Thru-Wall Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$800.00			
7	Single Wall Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
8	Double Wall Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50.00			
9	Double Wall Oval Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
10	Flue Kit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	KIT	\$15.00			
11	Plenum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$175.00			
12	Residential Gas Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$825.00			
13	Residential Electric Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$750.00			
14	Mobile Home Residential Gas Water Heater:					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$825.00			
15	Mobile Home Electric Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$750.00			
16	Install new metal water heater door					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
17	Repair or replace mobile home water heater room sub-flooring					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$75.00			
18	Seal water heater room in mobile homes to prevent combustion					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$75.00			
19	3000 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$700.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000062

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Line	Description					
20	4500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$830.00			
21	5500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$950.00			
22	6500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,000.00			
23	Cooler Roof Jack: Replace DD Cooler Roof Jack for up to 6500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$100.00			
24	Leg Kit: Install new painted metal leg kit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50.00			
25	Cooler Elbow: Install a new elbow side draft duct transition					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$185.00			
26	Barometric Damper					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$90.00			
27	Cooler Disconnect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$95.00			
28	Copper Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	ROLL	\$30.00			
29	A/C Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
30	A/C Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.00			
31	Floor Registers					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.00			
32	Standard Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.00			
33	Standard Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
34	Ceiling Registers					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.00			
35	Cooler Thermostat					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$50.00			
36	Split System Air Conditioner (Goodman or Equal) 2.5 ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$2,000.00			
37	Split System Air Conditioner (Goodman or Equal), 3 ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$2,500.00			
38	Split System Air Conditioner (Goodman or Equal), 4 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$2,700.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000062

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Line	Description					
39	Package Unit/Heat Pump (Goodman or Equal), 2.5 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$2,700.00			
40	Package Unit/Heat Pump (Goodman or Equal), 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$2,900.00			
41	Package Unit/Heat Pump (Goodman or Equal), 4 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$3,000.00			
42	Wiring Allowance- Material and Labor cost					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$150.00			
43	Services not listed above material & labor from sub-contract					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.20			
44	Trip Rate: To Why and Ajo, Arizona.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$200.00			
45	Trip Rate: To Arivaca and Amado, Arizona.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$100.00			
46	Hourly labor rate for miscellaneous work required to finish					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$25.00			

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with HVAC Equipment & Services for Residential Homes on an "as required basis" by issue of Delivery Order ("DO"). **It is the intent of Pima County to award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder, meeting all specifications, terms and conditions. The secondary award will be to the next lowest bid, responsive, responsible bidder, meeting all specifications, terms and conditions.**

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, the Pima County Community Services Department will utilize the resulting agreement.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**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 all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract

Check the appropriate responses (below) certifying agreement with the requirement and provide documents to substantiate meeting the minimum qualifications. Failure to provide the information required by these Minimum Qualifications may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
1.	Contractor must have a current Arizona Residential Air Conditioning and Refrigeration License, C-39 or Commercial Residential License, K-39 or if a Residential General Contractor the proper license required to do the work or sub the specified work to a licensed HVAC Contractor. <b><u>A copy of the License that meets this qualification must be submitted with bid response.</u></b> Contractor must maintain (keep current) license(s) during the term of this contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
2.	Contractor must have a minimum of five (5) consecutive years' local experience in providing residential HVAC services for the same/similar services as listed in this IFB. <b>Contractor must provide at least <u>three (3)</u> current references</b> which includes name of agency, address, contact person/title, phone number and dates of services verifying this qualification. <b>References must be submitted with bid response.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Contractors are to provide labor and materials to replace and/or repair deteriorated HVAC equipment on qualified owner occupied homes in Pima County. A Pima County Housing Rehabilitation Specialist 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 permits prior to the commencement of the work as required by Pima County Development Services (i.e. furnaces, a/c installations, hot water heaters, etc).**

**Contractors will be responsible for conducting basic background screenings on employees that come into contact with clients and/or enter the home of clients. Employees performing such services must pass a basic background screening and not have any convictions demonstrating moral turpitude.**

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. Note: Pima County Development Services is currently updating their online IRC code for 2018.

Contractors shall be responsible for insuring properly sized gas line is supplying the furnace as well as all calculations for the correct size of AC systems required for PCDS to issue a permit.

All new forced air gas furnace installations shall include a new remote thermostat (Direct-Vent units exempt), new appliance connectors and new appliance shut-off valves. All New gas forced air furnaces shall have pilot-less ignition systems. Filters shall be provided for all new forced-air units

All new AC & Heat pump installations shall include a new easy read adjustable T-Stat, line set tubing, electrical disconnect, electrical wiring to make a standard connection, concrete base, case of replacement filters.

All venting and combustion air for 80% efficiency - gas forced air units, shall be installed in accordance with AGA and GAMA specifications.

New Forced Air Furnaces shall carry a minimum warranty of ten (10) years on heat exchanger and two (2) years on all other parts, and shall be manufactured by Rheem, Rudd, Coleman and Intertherm or Approved Equivalent.

New AC & Heat pump systems shall carry a minimum warranty of ten (10) years on the compressor and two (2) years on all other parts and shall be manufactured by: Goodman, York, Trane, Lennox, Rheem or Approved Equivalent

New Wall Furnaces will carry a minimum warranty of ten (10) years on the heat exchanger and one (1) year on all other parts.

New conduit or pipe installed through the roof shall 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.

New Wall-Mounted Furnaces shall be manufactured by "Cozy" or Approved Equivalent and include a millivolt wall thermostat, and blower kit option.

New Direct-vent gas units shall be "Perfection" Model #'s ASV712RTN, #ASV120TN, #ASV730RTN or Approved Equivalent.

When a new central furnace or AC / Heat pump system is installed, the contractor shall 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.

Upon completion of new, furnace, AC / Heat pump system or cooler installation, the contractor shall perform a start up to test and adjust new equipment to ensure proper operation per manufactures specifications.

Contractors will provide the homeowner with the manufacturer's installation/operating manual and warranty and instruct the homeowner on the basic operation and maintenance procedures of the new equipment. All warranty cards will be filled out by the installer with the pertinent information before giving them to the homeowner.

All exterior ductwork, seams and transition connections shall be sealed with duct mastic as per manufacturer's instructions.

When taping is required at vent/duct connections only, metallic duct tape or approved mastics shall be used. **NO GOODS CONTAINING ASBESTOS WILL BE PERMITTED.**

All exterior ductwork, seams and transition connections shall be sealed with an exterior grade siliconized caulking with a 35-year rating.

Sheet metal used for ducting (conveying of air) shall be 24-gauge galvanized type.

New Coolers shall 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 Midwest box, properly sized fuses to protect the motor and pump, V-belt, water pump, aspen pads, and rotary switch. New units shall be installed according to manufacturer's specifications and in accordance with the best practices of the trade. New unit operation shall be tested & properly adjusted by contractor prior to final inspection.

All new cooler installations shall include new properly sized belt and motor pulley. In addition, all new motors shall be properly loaded with an amperage meter and adjusted to ensure proper operation in accordance with manufacturer's specifications.

Contractors shall review new cooler/furnace basic operation and maintenance procedures with the homeowner and provide the homeowner with owner's manual and warrantee card(s) filled out with the pertinent installer information.

New roof jacks and elbow transitions shall include slide damper, complete with slide on cover strip to seal over opening. Proper 3-coarse seal shall 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.

New cooler leg kits shall be painted metal (Adobe Air Part # 785) or Approved Equivalent. Vibration pads will be installed under legs in units installed on metal roofs.

Any fasteners used to attach leg/stand base to roof shall be properly sealed to prevent water infiltration into the home. New conduit or pipe installed through the roof shall include new properly sized roof jack with 3-coarse seal at roof.

New Wall/Window mount stands shall be of welded angle iron (1/8" x 2" x 2") construction and painted with an exterior metal paint.

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

Aluminum Barometric Dampers specifications shall be equivalent to those manufactured by Verde Industries Inc. (see attached specification sheet).

All exterior ductwork, seams and transition connections shall be sealed with an exterior grade siliconized caulking with a 35-year rating.

Sheet metal used for ducting (conveying of air) shall be 24-gauge galvanized type.

Hot water heater, type, gal. capacity, etc., and installation requirements are described and listed on **Attachment A. All water heater installations must have a draft test and combustion safety test performed and documented (copy to County) before invoicing for this type of job.**

Any invoices for renting a crane required for work provided per this contract must be submitted to Pima County along with Contractor's invoice to Pima County. If approved, County will reimburse/pay Contractor the same dollar amount the Contractor paid for crane/service.

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. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

**Note:** When working on homes built prior to 1978 it is required that workers follow established "Lead Paint Safe Work Practices" if any painted surface is disturbed. The HRS assigned to the job will explain the requirements if applicable to any jobs done under this contract.

**Note:** Pima 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. It will be requested that care be taken when removing the equipment so that it is not damaged.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision 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 the County 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.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

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

#### **7. COMPENSATION & PAYMENT:**

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

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items' or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are Net thirty (30) days from the date of valid invoice document and do 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.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines 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 to County 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 Standard Early Payment Discount.

Standard Early Payment Discount Percent: 2 % if payment tendered within 10 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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 define 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.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, 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 PO, 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).

#### **8. 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 *Instructions to Offerors, Standard Terms and Conditions* and to the location(s) on the DO 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. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

Contractor guarantees delivery of product or service as described in the Offer Agreement. **If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.**

**9. TAXES, FEES, EXPENSES:**

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.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 305795 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, 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.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability** – Occurrence Form in the amount of \$2,000,000 per occurrence and \$2,000,000 general aggregate for the following coverages: Bodily Injury and Property Damage, Product-completed operations, and **Riggers Liability or On Hook Coverage**. Excess coverage may be used if it follows form of the primary coverage.
  - a. The policies shall be endorsed to include the following additional insured language: *"Pima County" shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
  - a. Policy shall contain a waiver of subrogation against Pima County for losses arising from work performed by or on behalf of the Contractor.
2. **Business Automobile Liability:** Contractor shall provide Auto Liability coverage for Bodily Injury and Property Damage in the amount of \$1 million combined single limit for vehicles used in the performance of services under this Contract. The policy shall be endorsed to include Pima County as an additional insured.
3. **Professional Liability (E&O) Insurance:** The E&O coverage shall have minimum limits not less than \$1,000,000 Each Claim. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products or services under this contract.
4. **Worker's Compensation:** Statutory with Employers' Liability insurance to include: Each Accident \$500,000; Disease-Each Employee \$ 500,000 with a Disease-Policy Limit of \$1,000,000. Policy shall contain a waiver of subrogation against Pima County.

**B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. As additional insured, Pima County shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's liability insurance coverage shall be primary insurance with respect to all other available sources.
3. Cancellation and Verification of Coverage:
  - a. Contractor shall furnish Pima County with certificates of insurance (ACORD form or equivalent approved by Pima County). All certificates and endorsements are to be received and approved by the Pima County before work commences.
  - b. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
4. **Modification of Insurance Requirements:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	09/18/2018				

**13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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.

THIS SECTION INTENTIONALLY LEFT BLANK

**14. 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:** JESSICA CRAIG - OWNER/MEMBER**PHONE:** 520-647-9127**FAX:** N/A**CONTACT PERSON EMAIL ADDRESS:** AZStyleConstruction@cox.net**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** AZStyleConstruction@cox.net**CORPORATE HEADQUARTERS ADDRESS:** 700 N LAZY J WAY; TUCSON, AZ 85748-3834**WEBSITE:** N/A

By signing and submitting these Offer Agreement documents, 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 Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

**SIGNATURE:** \_\_\_\_\_**DATE:** 09/24/2018STEVE P CRAIG, owner/member**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND E-MAIL:** 520-405-3699 AZSTYLECONSTRUCTION@COX.NET

County Attorney Contract Approval "As to Form"

Chris Straub, Deputy County AttorneyDate

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. COUNTY invites all interested parties to attend the bid opening.

**2. EVALUATION:**

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo



("DOM") revision or amendment as the COUNTY's Procurement Code requires. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

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

**11. 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 at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such 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 reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

**12. SPECIFICATION CHANGES:**

COUNTY has the right to 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.

**13. 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 with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, 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.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. 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.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to 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.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase 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. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect 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.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement 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 State, COUNTY and other Public Agency 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 such use. 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> by selecting the link titled *Authorized Use of COUNTY Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or 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 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.

**21. 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 attendant thereto, 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 MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. 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.

**22. 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.

**23. 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 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.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. 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.

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs as if set forth in full therein.

**26. 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.

**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY 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.

**28. 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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. 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 defined 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.

**30. 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.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, 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 before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. 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, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of 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 the COUNTY Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

**36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. 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.

**38. 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.

**39. 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 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.

**40. 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.

**41. 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.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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 Article 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 Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article 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.

**43. 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.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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

A2 Style Construction

## ATTACHMENT A: PRICING/UNIT PRICES

ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.

ITEM #	ITEM NAME (Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications) (R&R = Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	800K BTU Upflow/Horizontal Gas Furnace: Remove and replace existing unit with a new Rheem 80PS 80% efficient Upflow/Horizontal Gas Furnace up to - 80,000 BTU or approved equivalent. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and installation permit.	Rheem/R80ZV upflow/horizontal (input rates 50-125 KBTU)	10	Units	\$1,000.00	\$10,000.00
2	1000K BTU Upflow/Horizontal Gas Furnace: Remove and replace existing unit with a new Rheem 80PS 80% efficient gas forced air furnace, updraft, up to - 100,000 BTU or approved equivalent. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and required installation permit.	Rheem/R80ZV upflow/horizontal (input rates 50-125 KBTU)	5	Units	\$1,000.00	\$5,000.00
3	Mobile Home Gas Furnace: R&R existing Mobile Home forced air gas furnace with a new Coleman or Inverness 80% efficient gas forced air furnace, (Up flow or Down flow) - UP TO 77,000 BTU- or approved equal. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex and installation permit.	Coleman/DGAADGAH 56-77 KBTU	10	Units	\$1,200.00	\$12,000.00
4	Gravity Gas Wall Furnace With Blower: R&R existing with a new surface or recess mount (Nat. or L.P.) Cozy/W255, W355, W355ENAT & L.P. - 25-35KBTU, components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ring and installation permit. UP TO 35,000 BTU	Cozy/W255, W255, W355, W355ENAT & L.P. - 25-35KBTU	2	Units	\$1,150.00	\$2,300.00
5	Counter Flow Gas Wall Furnace With Intermitent Ignition: R&R existing with a new unit (L.P. or Nat) 24 volt system (W355ENAT & L.P.) Cozy/W255, W355, W355ENAT & L.P. - 25-35KBTU, components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ring and installation permit. UP TO 35,000 BTU	Cozy/W255, W255, W355, W355ENAT & L.P. - 25-35KBTU	2	Units	\$1,535.00	\$3,070.00
6	Direct Vent Console Thru-the-wall Furnace: Install a new Direct-Vent Wall Furnace Cozy Model (natural or propane) (CDV155, 256, 335) with blower option (DVB2). To include all components for a standard furnace replacement including: new wall thermostat, gas shut off valve, and gas flex, and vent assembly with cap. UP TO 35,000BTU	Cozy/CDV155, 255, 335, 156, 256, 336 WITH BLOWER OPTION - DVB2 (NAT & L.P. - 15-33 KBTU)	2	Units	\$800.00	\$1,600.00
7	Single Wall Vent Pipe: R&R Single Wall Master Flow Galvanized Vent Pipe or approved equivalent. 3" to 5" round, per 3 ft. section.	MASTER FLOW/VENT PIPE 3"-5" X 3FT	20	Ea	\$30.00	\$600.00
8	Double Wall Vent Pipe: R&R Double Wall Round Vent Pipe: AmeriVent Type B Gas, UL Listed or approved equivalent. 3" to 5" Round, 3 ft. section.	AMERIVENT TYPE B GAS, 3-5" X 3FT	20	Ea	\$50.00	\$1,000.00
9	Double Wall Oval Vent Pipe: R&R Double Wall Oval Vent Pipe: AmeriVent Type B Gas, UL Listed or approved equivalent. Up to 6", 3 ft. section.	AMERIVENT TYPE B OVAL GAS UP TO 6" X 3 FT	20	Ea	\$30.00	\$600.00
10	Flue Kit: R&R Mobile Home Gas Vent Piping (UL Listed Flue Kit).	COLEMAN/C40007141	20	Kit	\$15.00	\$300.00
11	Plenum: Install new transition plenum, from mechanical unit to supply duct including damper constructed of minimum 24-gauge galvanized metal.	SHEET METAL/24 GAUGE	20	Ea	\$175.00	\$3,500.00
12	Residential Gas Water Heater: R&R existing gas (Natural) hot water heater with up to a 40- gallon "American Water Heater Model # (4F-G91-40T40-3NOV) with Flame Guard Safety System or approved equal. With a minimum (9) nine year Limited Tank/Parts Warranty. Installation to include water heater over flow pan, new gas shut off valve, flex appliance connector, new full ported shut off ball valve at water supply line, TPR valve, copper flex connectors at inlet and outlet, ceiling ring and all other items necessary for a complete installation.	AMERICAN WATER HEATER MODEL#4F-G91-40T40-3NOV	10	Ea	\$825.00	\$8,250.00



## ATTACHMENT A: PRICING/UNIT PRICES

ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.

ITEM #	ITEM NAME (Items to include and satisfy all Solicitation & Offer Agreement requirements. General & Item Specifications) (R&R = Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to Brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
13	Residential Electric Water Heater: R&R existing electric hot water heater with up to a 50-gallon "American Water Heater" Model # (E92-50RH-045DV) or approved equal. <i>With a minimum (9) nine year Limited Tank and Parts Warranty.</i> Installation to include water heater over flow pan, new full-ported shut off ball valve at water supply line, TPR valve, and copper flex connectors at inlet and outlet, and all other items necessary for a complete installation. Up to a 50-gallon unit.	AMERICAN WATER HEATER MODEL #E92-50RH-045DV	10	Ea	\$750.00	\$7,500.00
14	Mobile Home Residential Gas Water Heater: R&R existing gas (field) hot water heater with up to a 40-gallon "American Water Heater" Model # (MF-GS140T403PV) or approved equal. Designed and UL approved for Manufacture/Mobile Home use. <i>With a minimum (9) nine year Limited Tank and Parts Warranty.</i> Installation to include water heater over flow pan, new gas shut off valve, flex appliance connector, full-ported shut off ball valve at water supply line, TPR valve, copper flex connectors at inlet and outlet, ceiling ring and all other items necessary for a complete installation. Up to a 40-gallon unit.	AMERICAN WATER HEATER MODEL #MF-GS140T403PV	10	Ea	\$825.00	\$8,250.00
15	Mobile Home Electric Water Heater: R&R existing electric hot water heater with up to a 40-gallon "American Water Heater" Model # (MH-E92-40R-045DV) or approved equal. Designed and UL approved for Manufacture/Mobile Home use. <i>With a minimum (9) nine year Limited Tank and Parts Warranty.</i> Installation to include water heater over flow pan, new full-ported shut off ball valve at water supply line, TPR valve, and copper flex connectors at inlet and outlet, and all other items necessary for a complete installation. Up to a 40-gallon unit.	AMERICAN WATER HEATER MODEL #MH-E92-40R-045DV	10	Ea	\$750.00	\$7,500.00
16	Install new metal water heater door with upper and lower combustion vents for mobile homes.					
17	Repair or replace mobile home water heater room sub-flooring with 3/4" plywood and 26 ga. Sheetrock.	FANDAS DOOR/MODEL FD PL TWO/D/CDX 3/4" 26 GA SHEETMETAL	10	Ea	\$100.00	\$1,000.00
18	Seal water heater room in mobile homes to prevent combustion gases to infiltrate home.	R TECH#320817	10	Ea	\$75.00	\$750.00
19	3000 CFM Evaporative Cooler: R&R existing cooler with a new 3000 cfm side discharge unit. To include: new cooler elbow, 2 spd - 1/20hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	PHOENIX MANUFACTURING INC/MODEL FD/FS 350	4	Ea	\$700.00	\$2,800.00
20	4500 CFM Evaporative Cooler: R&R existing cooler with a new 4500 cfm side discharge unit. To include: new cooler elbow, 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	PHOENIX MANUFACTURING INC/MODEL FD/FS 450	20	Ea	\$830.00	\$16,600.00
21	5500 CFM Evaporative Cooler: R&R existing cooler with a new (5500 cfm) side discharge Evap. Cooler. To include: new cooler elbow, 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and rotary switch.	PHOENIX MANUFACTURING INC/MODEL FD/FS 550	10	Ea	\$950.00	\$9,500.00
22	8500 CFM Evaporative Cooler: R&R existing cooler with a new (8500 cfm) "Acidic Circle" (Model# ECV/ES630G) side or down discharge Evap. Cooler. To include: 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and rotary switch.	PHOENIX MANUFACTURING INC/MODEL FD/FS 850	5	Ea	\$1,000.00	\$5,000.00
23	Cooler Roof Jack: Replace DD Cooler Roof Jack for up to a 6500cfm unit, complete with slide damper and damper access slide cover strip.	SHEETMETAL/DD JACK	40	Ea	\$100.00	\$4,000.00
24	Leg Kit: Install new painted metal leg kit (Adobe Air Part #785) or approved equal for an evaporative cooler, up to 6500 cfm.	LEG KIT ADOBE AIR#785	40	Ea	\$50.00	\$2,000.00
25	Cooler Elbow: Install a new elbow side draft duct transition, from cooler to roof jack, with a slide damper and damper access slide cover strip.	SHEETMETAL/USD ELBOW	20	Ea	\$185.00	\$3,700.00
26	Barometric Damper: Install removable aluminum barometric damper up to 19 3/4" x 19 3/4" in cooler or furnace ductwork. To include access for removal and slide cover. This will be done as part of a furnace or cooler replacement job, therefore labor to access ductwork should not be figured into the installation cost.	BAROMETRIC DAMPER/UP TO 19 3/4 X 19 3/4	10	Ea	\$90.00	\$900.00

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27	 Cooler Disconnect: Install a fused, weatherproof fused disconnect box for evaporative cooler, Midwest U281F stand at existing circuit.	MIDWEST DISCONNECT/U281F	20	Ea	\$95.00	\$1,900.00
28	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. Price per 25 roll.	COPPER 1/4" UTILITY GRADE	60	Roll	\$30.00	\$1,800.00
29	A/C Type Register: 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. (6x6 - 24x6, 8x8 - 18x8)	AMERIFLOW/6X6-24X6, 8X8-18X8	100	Ea	\$30.00	\$3,000.00
30	A/C Type Register: R&R existing wall register with new OBD register in (white) aluminum fully adjustable double deflection with damper in sizes over 144 sq. in. (20x8 & 24x8)	AMERIFLOW/20X8 & 24X8	25	Ea	\$45.00	\$1,125.00
31	Floor Registers: R&R existing registers with painted metal floor registers for mobile home use with built in damper. (6x4, 10x4 & 12x4)	AMERIFLOW/6X4, 10X4, 12X4	100	Ea	\$18.00	\$1,800.00
32	Standard Type Register: R&R existing wall register with new (white) aluminum adjustable single deflection in standard residential sizes up to 144 sq. in. (6x6 - 24x6, 8x8 - 18x8)	AMERIFLOW/6X6-24X6, 8X8-18X8	100	Ea	\$20.00	\$2,000.00
33	Standard Type Register: R&R existing wall register with new (white) aluminum adjustable single deflection in standard residential sizes over 144 sq. in. (20x8 & 24x8)	AMERIFLOW/20X8 & 24X8	25	Ea	\$30.00	\$750.00
34	Ceiling Registers: R&R existing ceiling register with new adjustable curved blade-face / 4-way aluminum register. In standard residential sizes up to 144 sq. in. (6x6, 8x8, 10x10, 12x12)	AMERIFLOW/6X6, 8X8, 10X10, 12X12	50	Ea	\$25.00	\$1,250.00
35	 Cooler Thermostat: Install at existing cooler control location per manufacturer's installation instructions. EZSTAT 205E12AK, Simulating Integrated Cooler Control for Two-Speed 120V. Evaporative Cooler. <a href="http://www.dialmfg.com">www.dialmfg.com</a>	EZ-STAT#7825	40	Ea	\$50.00	\$2,000.00
36	Split System Air Conditioner (Goodman or Equal) 2.5 ton Model# SSX 1403 07B. Install new 14 SEER unit complete with disconnect, line set tubing, base for condenser, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GSX140311 14 seer AC 2.5 ton (New Model)	10	Units	\$2,000.00	\$20,000.00
37	Split System Air Conditioner (Goodman or Equal) 3 ton Model# SSX 1403 61B. Install new 14 SEER unit complete with disconnect, line set tubing, base for condenser, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GSX140371 14 seer AC 3 ton (New Model)	10	Units	\$2,500.00	\$25,000.00
38	Split System Air Conditioner (Goodman or Equal) 4 Ton Model# SSX 1404 81B. Install new 14 SEER unit complete with disconnect, line set tubing, base for condenser, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GSX140481 14 seer CE 4 Ton (New Model)	10	Units	\$2,700.00	\$27,000.00
39	Package Unit/Heat Pump (Goodman or Equal) 2.5 Ton Model# GPH 1420 114 1A. Install new 14 SEER unit complete with disconnect, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GPH1430M41 2.5 ton 14 seer pldg HP (New Model)	10	Units	\$2,700.00	\$27,000.00
40	Package Unit/Heat Pump (Goodman or Equal) 3 ton Model# GPH 1430 141A. Install new 14 SEER unit complete with disconnect, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GPH1430M41 3 ton 14 seer pldg HP (New Model)	10	Units	\$2,900.00	\$29,000.00
41	Package Unit/Heat Pump (Goodman or Equal) 4 ton Model# 144B H41A. Install new 14 SEER unit complete with disconnect, easy read T-Stat, Pima County Inspection Permit. Case of replacement filters.	Goodman GPH1440M41 4 ton 14 seer pldg HP (New Model)	10	Units	\$3,000.00	\$30,000.00
42	Wiring Allowance: Material and Labor cost required to complete wiring to code beyond the normal scope of work per job.		20	Hours	\$150.00	\$3,000.00
43	Services not listed above: materials & labor from sub-contractor (enter % mark up to actual sub-contractor's cost, for example, enter 1.05 if mark up is 5%). Must provide sub-contractor's invoice with Pima County invoice.		15	Ea	\$1.20	\$18.00
44	Trip Rate: To Why and Ajo, Arizona. One (1) flat rate for round trip. No other "trip" charges will be allowed.		2	Trips	\$200.00	\$400.00
45	Trip Rate: To Avicaca and Amado, Arizona. One (1) flat rate for round trip. No other "trip" charges will be allowed.		2	Trips	\$100.00	\$200.00
46	Hourly labor rate for miscellaneous work, required to finish a project.		200	Hours	\$25.00	\$5,000.00



**ATTACHMENT A: PRICING/UNIT PRICES**

**ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE**

ITEM #	ITEM NAME  (Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications) ( R&R = Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE	UOM	UNIT PRICE	EXTENDED PRICE
	For the items not specifically listed above, the bidder shall determine the scope of this agreement, the Seller shall submit Material Data List (MDL) or other information as requested by the Buyer. The MDL will be provided to the Buyer at no charge. The Seller shall provide the MDL to the Buyer at least 10 business days prior to the start of the contract term.			TOTAL BID:	\$300,713.00	

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, through direct contact, to the Buyer, identifying the item, its description, and the unit price. The Buyer shall then determine the appropriate discount to be applied to the unit price. The resulting Unit Price shall be the price to be paid by the Buyer. The resulting Unit Price shall be of similar discount off List Price as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

[illegible]

List Tax Rate for Materials: 8.7%

**Pima County does not pay taxes on labor**

Telephone No: 520-647-9127

**Normal business days Open/hours: M-F 6A-6P**

**Pima County Account Contact Name:** JESSICA CRAIG

**Contact No: 520-647-9127**



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 1900000000000000062

MA Version: 1

Page: 5 of 8

Description: HVAC Equipment & Services for Residential Homes

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 11-06-2018				
	130 W. Congress St. 3rd Fl		Expiration Date: 11-05-2019				
	Tucson AZ 85701						
	Issued By: NANCY PAGE						
	Phone: 5207243563						
	Email: nancy.page@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$0.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$0.00	Used Amount:	\$0.00
NTE Amount:	\$0.00						
Used Amount:	\$0.00						

V E N D O R	Alaskan Quality Services Inc	Contact: Ronald Bott
	2428 West Campus Dr	Phone: 602-252-7526
	Tempe AZ 85282	Email: alaskanwide@yahoo.com
		Terms: 10.00 %
		Days: 15

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	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 \$330,000.00 and includes four (4) one-year renewal options.	
Attachment: Offer Agreement	

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



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000062

MA Version: 1

Page: 6 of 8

Line	Description					
1	80K BTU Upflow/Horizontal Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	%	UNIT	\$1,600.00			R802V
2	100K BTU Upflow/Horizontal Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,800.00			R802V
3	Mobile Home Gas Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,800.00			
4	Gravity Gas Wall Furnace with Blower					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,100.00			
5	Counter Flow Gas Wall Furnace with Intermittent Ignition					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$1,100.00			
6	Direct Vent Console Thru-Wall Furnace					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$900.00			
7	Single Wall Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.00			
8	Double Wall Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.00			
9	Double Wall Oval Vent Pipe					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$3.00			
10	Flue Kit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	KIT	\$10.00			
11	Plenum					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	%	EA	\$20.00			
12	Residential Gas Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$650.00			
13	Residential Electric Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$650.00			
14	Mobile Home Residential Gas Water Heater:					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$650.00			
15	Mobile Home Electric Water Heater					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$650.00			
16	Install new metal water heater door					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.00			
17	Repair or replace mobile home water heater room sub-flooring					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18.00			
18	Seal water heater room in mobile homes to prevent combustion					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$5.00			
19	3000 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$850.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 1900000000000000062

MA Version: 1

Page: 7 of 8

Line	Description					
20	4500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,200.00			
21	5500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,500.00			
22	6500 CFM Evaporative Cooler					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,800.00			
23	Cooler Roof Jack: Replace DD Cooler Roof Jack for up to 6500					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$80.00			
24	Leg Kit: Install new painted metal leg kit					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$10.00			
25	Cooler Elbow: Install a new elbow side draft duct transition					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20.00			
26	Barometric Damper					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$40.00			
27	Cooler Disconnect					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$74.00			
28	Copper Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	ROLL	\$35.00			
29	A/C Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
30	A/C Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
31	Floor Registers					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
32	Standard Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
33	Standard Type Register					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
34	Ceiling Registers					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30.00			
35	Cooler Thermostat					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$80.00			
36	Split System Air Conditioner (Goodman or Equal) 2.5 ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,500.00			
37	Split System Air Conditioner (Goodman or Equal), 3 ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,500.00			
38	Split System Air Conditioner (Goodman or Equal), 4 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,600.00			



# MASTER AGREEMENT DETAILS

Master Agreement No: 19000000000000000062

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Line	Description					
39	Package Unit/Heat Pump (Goodman or Equal), 2.5 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,500.00			
40	Package Unit/Heat Pump (Goodman or Equal), 3 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,500.00			
41	Package Unit/Heat Pump (Goodman or Equal), 4 Ton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	UNIT	\$5,600.00			
42	Wiring Allowance- Material and Labor cost					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$18.00			
43	Services not listed above material & labor from sub-contract					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1.10			
44	Trip Rate: To Why and Ajo, Arizona					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$25.00			
45	Trip Rate: To Arivaca and Amado, Arizona.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	TRIP	\$25.00			
46	Hourly labor rate for miscellaneous work required to finish					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$20.00			

**OFFER AGREEMENT**

Alaskan

**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with HVAC Equipment & Services for Residential Homes on an "as required basis" by issue of Delivery Order ("DO"). **It is the intent of Pima County to award to a primary Contractor and a secondary Contractor, if available. Primary award will be to low bid, responsive, responsible bidder, meeting all specifications, terms and conditions. The secondary award will be to the next lowest bid, responsive, responsible bidder, meeting all specifications, terms and conditions.**

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

Although the solicitation may identify particular County Departments, unless otherwise documented by the executed contract, the Pima County Community Services Department will utilize the resulting agreement.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**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 all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract

Check the appropriate responses (below) certifying agreement with the requirement and provide documents to substantiate meeting the minimum qualifications. Failure to provide the information required by these Minimum Qualifications may be cause for the Offeror's bid to be rejected as **Non-Responsive**.

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
1.	Contractor must have a current Arizona Residential Air Conditioning and Refrigeration License, C-39 or Commercial Residential License, K-39 or if a Residential General Contractor the proper license required to do the work or sub the specified work to a licensed HVAC Contractor. <b><u>A copy of the License that meets this qualification must be submitted with bid response.</u></b> Contractor must maintain (keep current) license(s) during the term of this contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MQ Line#	MINIMUM QUALIFICATIONS AND REQUIRED SUBMITTALS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the requirements and that verification documents are attached to response.
2.	Contractor must have a minimum of five (5) consecutive years' local experience in providing residential HVAC services for the same/similar services as listed in this IFB. Contractor must provide at least <u>three (3) current references</u> which includes name of agency, address, contact person/title, phone number and dates of services verifying this qualification. <u>References must be submitted with bid response.</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractors are to provide labor and materials to replace and/or repair deteriorated HVAC equipment on qualified owner occupied homes in Pima County. A Pima County Housing Rehabilitation Specialist 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 permits prior to the commencement of the work as required by Pima County Development Services (i.e. furnaces, a/c installations, hot water heaters, etc).**

**Contractors will be responsible for conducting basic background screenings on employees that come into contact with clients and/or enter the home of clients. Employees performing such services must pass a basic background screening and not have any convictions demonstrating moral turpitude.**

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. Note: Pima County Development Services is currently updating their online IRC code for 2018.

Contractors shall be responsible for insuring properly sized gas line is supplying the furnace as well as all calculations for the correct size of AC systems required for PCDS to issue a permit.

All new forced air gas furnace installations shall include a new remote thermostat (Direct-Vent units exempt), new appliance connectors and new appliance shut-off valves. All New gas forced air furnaces shall have pilot-less ignition systems. Filters shall be provided for all new forced-air units

All new AC & Heat pump installations shall include a new easy read adjustable T-Stat, line set tubing, electrical disconnect, electrical wiring to make a standard connection, concrete base, case of replacement filters.

All venting and combustion air for 80% efficiency - gas forced air units, shall be installed in accordance with AGA and GAMA specifications.

New Forced Air Furnaces shall carry a minimum warranty of ten (10) years on heat exchanger and two (2) years on all other parts, and shall be manufactured by Rheem, Rudd, Coleman and Intertherm or Approved Equivalent.

New AC & Heat pump systems shall carry a minimum warranty of ten (10) years on the compressor and two (2) years on all other parts and shall be manufactured by: Goodman, York, Trane, Lennox, Rheem or Approved Equivalent

New Wall Furnaces will carry a minimum warranty of ten (10) years on the heat exchanger and one (1) year on all other parts.

New conduit or pipe installed through the roof shall 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.

New Wall-Mounted Furnaces shall be manufactured by "Cozy" or Approved Equivalent and include a millivolt wall thermostat, and blower kit option.

New Direct-vent gas units shall be "Perfection" Model #'s ASV712RTN, #ASV120TN, #ASV730RTN or Approved Equivalent.

When a new central furnace or AC / Heat pump system is installed, the contractor shall 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.

Upon completion of new, furnace, AC / Heat pump system or cooler installation, the contractor shall perform a start up to test and adjust new equipment to ensure proper operation per manufactures specifications.

Contractors will provide the homeowner with the manufacturer's installation/operating manual and warranty and instruct the homeowner on the basic operation and maintenance procedures of the new equipment. All warranty cards will be filled out by the installer with the pertinent information before giving them to the homeowner.

All exterior ductwork, seams and transition connections shall be sealed with duct mastic as per manufacturer's instructions.

When taping is required at vent/duct connections only, metallic duct tape or approved mastics shall be used. **NO GOODS CONTAINING ASBESTOS WILL BE PERMITTED.**

All exterior ductwork, seams and transition connections shall be sealed with an exterior grade siliconized caulking with a 35-year rating.

Sheet metal used for ducting (conveying of air) shall be 24-gauge galvanized type.

New Coolers shall 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 Midwest box, properly sized fuses to protect the motor and pump, V-belt, water pump, aspen pads, and rotary switch. New units shall be installed according to manufacturer's specifications and in accordance with the best practices of the trade. New unit operation shall be tested & properly adjusted by contractor prior to final inspection.

All new cooler installations shall include new properly sized belt and motor pulley. In addition, all new motors shall be properly loaded with an amperage meter and adjusted to ensure proper operation in accordance with manufacturer's specifications.

Contractors shall review new cooler/furnace basic operation and maintenance procedures with the homeowner and provide the homeowner with owner's manual and warrantee card(s) filled out with the pertinent installer information.

New roof jacks and elbow transitions shall include slide damper, complete with slide on cover strip to seal over opening. Proper 3-coarse seal shall 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.

New cooler leg kits shall be painted metal (Adobe Air Part # 785) or Approved Equivalent. Vibration pads will be installed under legs in units installed on metal roofs.

Any fasteners used to attach leg/stand base to roof shall be properly sealed to prevent water infiltration into the home. New conduit or pipe installed through the roof shall include new properly sized roof jack with 3-coarse seal at roof.

New Wall/Window mount stands shall be of welded angle iron (1/8" x 2" x 2") construction and painted with an exterior metal paint.

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

Aluminum Barometric Dampers specifications shall be equivalent to those manufactured by Verde Industries Inc. (see attached specification sheet).

All exterior ductwork, seams and transition connections shall be sealed with an exterior grade siliconized caulking with a 35-year rating.

Sheet metal used for ducting (conveying of air) shall be 24-gauge galvanized type.

Hot water heater, type, gal. capacity, etc., and installation requirements are described and listed on **Attachment A. All water heater installations must have a draft test and combustion safety test performed and documented (copy to County) before invoicing for this type of job.**

Any invoices for renting a crane required for work provided per this contract must be submitted to Pima County along with Contractor's invoice to Pima County. If approved, County will reimburse/pay Contractor the same dollar amount the Contractor paid for crane/service.



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. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

**Note:** When working on homes built prior to 1978 it is required that workers follow established "Lead Paint Safe Work Practices" if any painted surface is disturbed. The HRS assigned to the job will explain the requirements if applicable to any jobs done under this contract.

**Note:** Pima 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. It will be requested that care be taken when removing the equipment so that it is not damaged.

#### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

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

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision 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 the County 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.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

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

#### **7. COMPENSATION & PAYMENT:**

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

All Invoice documents will reference the County's DO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are Net thirty (30) days from the date of valid invoice document and do 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.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines 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 to County 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 Standard Early Payment Discount.

Standard Early Payment Discount Percent: 10 % if payment tendered within 15 Days as above.

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

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

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 define 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.

Price Warranty. Contractor will give County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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

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

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

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, 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 PO, 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).

#### **8. 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 Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO 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. Project commencement and completion must be accomplished within fifteen (15) calendar days of notice to proceed.

Contractor guarantees delivery of product or service as described in the Offer Agreement. **If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.**

**9. TAXES, FEES, EXPENSES:**

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.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 305795 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, 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.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**A. Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability** – Occurrence Form in the amount of \$2,000,000 per occurrence and \$2,000,000 general aggregate for the following coverages: Bodily Injury and Property Damage, Product-completed operations, and **Riggers Liability or On Hook Coverage**. Excess coverage may be used if it follows form of the primary coverage.
  - a. The policies shall be endorsed to include the following additional insured language: *"Pima County" shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
  - a. Policy shall contain a waiver of subrogation against Pima County for losses arising from work performed by or on behalf of the Contractor.
2. **Business Automobile Liability:** Contractor shall provide Auto Liability coverage for Bodily Injury and Property Damage in the amount of \$1 million combined single limit for vehicles used in the performance of services under this Contract. The policy shall be endorsed to include Pima County as an additional insured.
3. **Professional Liability (E&O) Insurance:** The E&O coverage shall have minimum limits not less than \$1,000,000 Each Claim. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products or services under this contract.
4. **Worker's Compensation:** Statutory with Employers' Liability insurance to include: Each Accident \$500,000; Disease-Each Employee \$ 500,000 with a Disease-Policy Limit of \$1,000,000. Policy shall contain a waiver of subrogation against Pima County.

**B. Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. As additional insured, Pima County shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's liability insurance coverage shall be primary insurance with respect to all other available sources.
3. Cancellation and Verification of Coverage:
  - a. Contractor shall furnish Pima County with certificates of insurance (ACORD form or equivalent approved by Pima County). All certificates and endorsements are to be received and approved by the Pima County before work commences.
  - b. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. If a policy expires during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
4. **Modification of Insurance Requirements:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**12. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**13. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE-certified as defined by the solicitation "Instruction to Offerors" section? 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.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**14. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME: Alaskan Quality Services

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

MAILING ADDRESS: 2305 N. 7th AvenueCITY/STATE/ZIP: Tucson, AZ 85705REMIT TO ADDRESS: 2428 W. Campus DriveCITY/STATE/ZIP: Tempe, AZ 85282CONTACT PERSON NAME/TITLE: Jason Cox / Design ManagerPHONE: 520-79 8-2300FAX: 520-798-2305CONTACT PERSON EMAIL ADDRESS: jasoncox@alaskanac.comEMAIL ADDRESS FOR ORDERS & CONTRACTS: jasoncox@alaskanac.comCORPORATE HEADQUARTERS ADDRESS: 2428 W. Campus Drive Tempe, AZ 85282WEBSITE: www.alaskanac.com

By signing and submitting these Offer Agreement documents, 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 Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement must constitute a firm offer and upon the issuance of a MA document issued by the Pima County 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 solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: Jason CoxDATE: 10/16/18

Jason Cox / Design Manager

PRINTED NAME &amp; TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-798-2300 jasoncox@alaskanac.com

County Attorney Contract Approval "As to Form"

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. OPENING:**

Pima County ("COUNTY") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. COUNTY will open proposals so as to avoid disclosure of the contents of any proposal to competing offerors during the **evaluation** process. COUNTY invites all interested parties to attend the bid opening.

**2. EVALUATION:**

COUNTY will evaluate responses to determine which are most advantageous to COUNTY considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If COUNTY makes an award, COUNTY will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that COUNTY determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, COUNTY will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

COUNTY will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of COUNTY. Unless COUNTY expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from COUNTY in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo

("DOM") revision or amendment as the COUNTY's Procurement Code requires. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

**10. PACKING:**

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

**11. 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 at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such 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 reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

**12. SPECIFICATION CHANGES:**

COUNTY has the right to 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.

**13. 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 with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, 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.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. 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.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to 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.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase 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. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) 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; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect 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.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement 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 State, COUNTY and other Public Agency 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 such use. 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> by selecting the link titled *Authorized Use of COUNTY Contracts*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or 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 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.

**21. 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 attendant thereto, 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 MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. 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.

**22. 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.

**23. 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 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.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. 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.

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY MAs or POs as if set forth in full therein.

**26. 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.

**27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY 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.

**28. 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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. 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 defined 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.

**30. 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.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, 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 before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. 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, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of 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 the COUNTY Merit System. Contractor is responsible for payment of 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. Contractor is solely responsible for its program development and operation.

**36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. 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.

**38. 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.

**39. 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 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.

**40. 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.

**41. 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.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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 Article 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 Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article 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.

**43. 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.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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

**ATTACHMENT A: PRICING/UNIT PRICES**  
**ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

ITEM #	ITEM NAME (Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications) (R&R = Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	80K BTU Upflow/Horizontal Gas Furnace: Remove and replace existing unit with a new Rheem 80PS 80% efficient Upflow/Horizontal Gas Furnace up to 80,000 BTU or approved equivalent. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and installation permit.		10	Units	\$1,600.00	\$16,000.00
2	100K BTU Upflow/Horizontal Gas Furnace: Remove and replace existing unit with a new Rheem 80PS 80% efficient gas forced air furnace. Update: up to 100,000 BTU or approved equivalent. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ceiling ring and required installation permit.		5	Units	\$1,800.00	\$9,000.00
3	Mobile Home Gas Furnace: R&R existing Mobile Home forced air gas furnace with a new Coleman or Intertherm 80% efficient gas forced air furnace, (Up flow or Down flow) - UP TO 77,000 BTU or approved equal. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex and installation permit.		10	Units	\$1,800.00	\$18,000.00
4	Gravity Gas Wall Furnace With Blower: R&R existing with a new surface or recess mount, (Nat. or L.P.) Cozy Model (W355EW355S) with millivolts wall stat and Fan Kit (WFFS1), surface or recess mount or approved equivalent. To include all components for a standard furnace replacement including new thermostat, gas shut off valve, gas flex, ring and installation permit. Up To 35,000 BTU		2	Units	\$1,100.00	\$2,200.00
5	Counter Flow Gas Wall Furnace With Intermittent Ignition: R&R existing with a new unit (L.P. or Nat) 24 volt system (CDV155, 256,335) or approved equivalent to include wall thermostat, thermostatically controlled blower and all other parts necessary for a standard furnace replacement including new gas shut off valve and gas flex. Up To 35,000BTU		2	Units	\$1,100.00	\$2,200.00
6	Direct Vent Console Thru-the-wall Furnace: Install a new Direct-Vent Wall Furnace Cozy Model (retract or propane) (CDV155, 256,335) with blower option (DVEB2). To include all components for a standard furnace replacement including: new wall thermostat, gas shut off valve and gas flex, and vent assembly with cap. UP TO 35,000BTU		2	Units	\$900.00	\$1,800.00
7	Single Wall Vent Pipe: R&R Single Wall Master Flow Galvanized Vent Pipe or approved equivalent: 3" to 5" round, per 3 ft. section.		20	Ea	\$3.00	\$60.00
8	Double Wall Vent Pipe: R&R Double Wall Round Vent Pipe: AmentVent Type B Gas, UL Listed or approved equivalent: 3" to 5" Round, 3 ft. section.		20	Ea	\$3.00	\$60.00
9	Double Wall Oval Vent Pipe: R&R Double Wall Oval Vent Pipe: AmentVent Type B Gas, UL Listed or approved equivalent. Up to 6" 3 ft. section.		20	Ea	\$3.00	\$60.00
10	Pipe Kit: R&R Mobile Home Gas Vent Piping (UL Listed Pipe Kit).		20	Kit	\$10.00	\$200.00
11	Plenum: Install new transition plenum, from mechanical unit to supply duct including damper constructed of minimum 24-gauge galvanized metal.		20	Ea	\$20.00	\$400.00
12	Residential Gas Water Heater: R&R existing gas (Nat/LP) hot water heater with up to a 40- gallon "American Water Heater" Model # (BFG61-40T40-3-NCV) with Flame Guard Safety System or approved equal. With a minimum (5) nine year Limited Tank/Parts Warranty. Installation to include water heater over flow pan, new gas shut off valve, flex appliance connector, new full-pooled shut off ball valve at water supply line, TPR valve, copper flex connectors at inlet and outlet, ceiling ring and all other items necessary for a complete installation.		10	Ea	\$650.00	\$6,500.00



Alaskan

**ATTACHMENT A: PRICING/UNIT PRICES**  
**ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

ITEM #	ITEM NAME (Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications) (R&R - Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
13	Residential Electric Water Heater: R&R existing electric hot water heater with up to a 50-gallon "American Water Heater" Model # (E92-50RH-045D) or approved equal. <i>With a minimum (5) five year Limited Tank/Parts Warranty.</i> Installation to include water heater over flow pan, new full-port shut off ball valve at water supply line, TPR valve, and copper flex connectors at inlet and outlet, and all other items necessary for a complete installation. Up to a 50-gallon unit.		10	Ea	\$650.00	\$6,500.00
14	Mobile Home Residential Gas Water Heater: R&R existing gas (Natl.G) hot water heater with up to a 40-gallon "American Water Heater" Model # (MEG31407403P-V) or approved equal. Designed and UL approved for Manufactured/Mobile Home use. <i>With a minimum (5) five year Limited Tank and Parts Warranty.</i> Installation to include water heater over flow pan, new gas shut off valve, flex appliance connector, full-port shut off ball valve at water supply line, TPR valve, copper flex connectors at inlet and outlet, ceiling ring and all other items necessary for a complete installation. Up to a 40-gallon unit.		10	Ea	\$650.00	\$6,500.00
15	Mobile Home Electric Water Heater: R&R existing electric hot water heater with up to a 40-gallon "American Water Heater" Model # (MEG31407403P-V) or approved equal. Designed and UL approved for Manufactured/Mobile Home use. <i>With a minimum (5) five year Limited Tank and Parts Warranty.</i> Installation to include water heater over flow pan, new full-port shut off ball valve at water supply line, TPR valve, and copper flex connectors at inlet and outlet, and all other items necessary for a complete installation. Up to a 40-gallon unit.		10	Ea	\$650.00	\$6,500.00
16	Install new metal water heater door with upper and lower combustion vents for mobile homes.		10	Ea	\$25.00	\$250.00
17	Repair or replace mobile home water heater room sub-flooring with 3/4" plywood and 26 ga. Sheetrock.		10	Ea	\$18.00	\$180.00
18	Seal water heater room in mobile homes to prevent combustion gases to infiltrate home.		10	Ea	\$5.00	\$50.00
18	3000 CFM Evaporative Cooler: R&R existing cooler with a new 3000 cfm side discharge unit. To include: new cooler elbow, 2 spd - 1/2hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.		4	Ea	\$850.00	\$3,400.00
20	4500 CFM Evaporative Cooler: R&R existing cooler with a new 4500 cfm side discharge unit. To include: New cooler elbow, 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.		20	Ea	\$1,200.00	\$24,000.00
21	5500 CFM Evaporative Cooler: R&R existing cooler with a new (5500 cfm) side discharge Evap. Cooler. To include: new cooler elbow, 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and rotary switch.		10	Ea	\$1,500.00	\$15,000.00
22	6500 CFM Evaporative Cooler: R&R existing cooler with a new (6500 cfm) "Arctic Circle" (Model# ED/ESS30G) side or down discharge Evap. Cooler. To include: 2 spd - 1/2 hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and rotary switch.		5	Ea	\$1,800.00	\$9,000.00
23	Cooler Roof Jack: Replace DD Cooler Roof Jack for up to a 6500cfm unit, complete with slide damper and damper access side cover strip.		40	Ea	\$80.00	\$3,200.00
24	Log Kit: Install new painted metal log kit (Addto Air Part #755) or approved equal for an evaporative cooler, up to 6500 cfm.		40	Ea	\$10.00	\$400.00
25	Cooler Elbow: Install a new elbow side draft duct transition, from cooler to roof jack, with a slide damper and damper access side cover strip.		20	Ea	\$20.00	\$400.00
26	Barometric Damper: Install removable aluminum barometric damper up to 19 3/4" x 19 3/4" in cooler or furnace ductwork. To include access for removal and slide cover. This will be done as part of a furnace or cooler replacement job, therefore labor to access ductwork should not be figured into the installation cost.		10	Ea	\$40.00	\$400.00

## ATTACHMENT A: PRICING/UNIT PRICES

ALL ITEMS MUST BE BID ON YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.

ITEM #	ITEM NAME (Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications) (R&R - Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
27	 Cooler Disconnect: Install a fused, weatherproof fused disconnect box for evaporative cooler, Midwest U284F or approved equal, including fuses, and support bracing stand at existing circuit.		20	Ea	\$74.00	\$1,480.00
28	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. Price per 25' roll.		60	Roll	\$35.00	\$2,100.00
29	A/C Type Register: 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. (6x6 - 24x6, 6x8 - 18x8)		100	Ea	\$30.00	\$3,000.00
30	A/C Type Register: R&R existing wall register with new OBD register in (white) aluminum fully adjustable double deflection with damper in sizes over 144 sq. in. (20x8 & 24x8)		25	Ea	\$30.00	\$750.00
31	Floor Registers: R&R existing registers with painted metal floor registers for mobile home use with built in damper. (6x4, 10x4 & 12x4)		100	Ea	\$30.00	\$3,000.00
32	Standard Type Register: R&R existing wall register with new (white) aluminum adjustable single deflection in standard residential sizes up to 144 sq. in. (6x6 - 24x6, 6x8 - 18x8)		100	Ea	\$30.00	\$3,000.00
33	Standard Type Register: R&R existing wall register with new (white) aluminum adjustable single deflection in standard residential sizes over 144 sq. in. (20x8 & 24x8)		25	Ea	\$30.00	\$750.00
34	Ceiling Registers: R&R existing ceiling register with new adjustable curved-blade face / 4-way aluminum register. In standard residential sizes up to 144 sq. in. (6x6, 6x8, 10x10, 12x12)		50	Ea	\$30.00	\$1,500.00
35	 Cooler Thermostat: Install at existing cooler control location per manufacturer's installation instructions. Eristal PowerPak, Singleline Integrated Cooler Control box. Two-Speed, 120V, Evaporative Cooler. www.dishtrn.com		40	Ea	\$80.00	\$3,200.00
36	Split System Air Conditioner (Goodman or Equal) 2.5 ton Model# SSX 1403 01B, - install new 1/4 SEER unit complete with disconnect; line set tubing; base for condenser; easy read T-Stat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,500.00	\$55,000.00
37	Split System Air Conditioner (Goodman or Equal) 3 ton Model# SSX 1403 61B, - install new 1/4 SEER unit complete with disconnect; line set tubing; base for condenser; easy read T-Stat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,500.00	\$55,000.00
38	Split System Air Conditioner (Goodman or Equal) 4 Ton Model# SSX 1404 81B, - install new 1/4 SEER unit complete with disconnect; line set tubing; base for condenser; easy read T-Stat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,600.00	\$56,000.00
39	Package Unit/Heat Pump (Goodman or Equal) 2.5 Ton Model# GRP 1430 1-14 1A, - install new 1/4 SEER unit complete with disconnect; easy read T-Stat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,500.00	\$55,000.00
40	Package Unit/Heat Pump (Goodman or Equal) 3 ton Model # GRP 1438H41A, - install new 1/4 SEER unit complete with disconnect; easy read Tstat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,500.00	\$55,000.00
41	Package Unit/Heat Pump (Goodman or Equal) 4 ton Model # 1448 H41A, - install new 1/4 SEER unit complete with disconnect; easy read T-Stat; Pima County Inspection Permit. Case of replacement filters.		10	Units	\$5,600.00	\$56,000.00
42	Wiring Allowance: Material and Labor cost required to complete wiring to code beyond the normal scope of work per job.		20	Hours	\$18.00	\$360.00
43	Services not listed above: materials & labor from sub-contractor (enter % mark up to actual sub-contractor's cost, for example, enter 1.05 if mark up is 5%). Must provide sub-contractor's invoice with Pima County invoice.		15	Ea	\$1.10	\$16.50
44	Trip Rate: To Why and Alo, Arizona. One (1) flat rate for round trip. No other trip charges will be allowed.		2	Trips	\$25.00	\$50.00

**ATTACHMENT A: PRICING/UNIT PRICES**

**ALL ITEMS MUST BE BID OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE**

ITEM #	ITEM NAME (Items to include and specify all Solicitation & Offer Agreement requirements, General & Item Specifications) ( RSR = Remove and Replace)	BRAND NAME/PART NO. BEING BID. (Item must be equivalent to brands listed)	EST. ANNUAL USAGE QTY	UOM	UNIT PRICE	EXTENDED PRICE
45	Trip Rate: To Anyvaca and Anyvaca, Arizona. One (1) flat rate for round trip. No other "by charges" will be allowed.		2	Trips	\$25.00	\$50.00
46	Hourly labor rate for miscellaneous work required to finish a project.		200	Hours	\$20.00	\$4,000.00
TOTAL BID:						\$487,516.50

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, thumb drive/compact disc and memoranda or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

[illegible]

List Tax Rate for Materials

**Pima County does not pay taxes on labor**

**Telephone No: 520-798-2300**

**Normal business days Open/hours: Monday - Saturday 6am-11pm**

Prima County Account Contact Name:

**Contact No:**