

# COB - BOSAIR FORM

05/19/2026 3:51 PM (MST)

Submitted by Stephen.Romero@pima.gov



## BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

**\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\***

Record Number: SC PO SC2600000351

**Award Type:** Contract

**BOSAIR Activity:** Board Meeting Request

**Requested Board Meeting Date:** 06/09/2026

**Supplier / Customer / Grantor / Subrecipient:** Next-Turbo Americas, LLC

**Project Title / Description:** Next Turbo Blower, Parts & Service

**Purpose:** Award: Supplier Contract Number SC2600000351. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$450,000.00 (including sales tax) and includes four (4) one-year renewal options.  
Administering Department: Regional Wastewater Reclamation.

**Procurement Method:** Other

**Insert additional Procurement Method info, if applicable:** Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. RQ2600007408 is recommended to Next-Turbo Americas, LLC, with which County has negotiated an acceptable agreement.

RQID: 2600007408  
Attachment: Sole Source Agreement.

**Program Goals/Predicted Outcomes:** This contract supports the continued reliable operation of Next Turbo blower systems critical to wastewater treatment processes at Regional Wastewater Reclamation Department (RWRD) facilities. Establishing a sole-source agreement for OEM parts and certified services will enable timely preventive maintenance and repairs using manufacturer-approved components and expertise.

**Public Benefit and Impact:** By supporting the reliable operation of wastewater treatment systems that protect public health and the environment. Properly functioning blower systems are essential to maintaining effective treatment processes and ensuring compliance with state and federal environmental regulations.

To: COB 5-21-26 (1)  
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Pgs: 22

By enabling timely maintenance and repair services, the contract helps prevent service disruptions, reduces the risk of emergency system failures, and supports the continuous treatment of wastewater for the community. The result is safe, efficient, and uninterrupted wastewater service, along with the protection of local waterways and environmental resources.

<b>Strategic Plan Pillar</b>	<ul style="list-style-type: none"> <li>• Infrastructure &amp; Growth</li> </ul>
<b>Support of Prosperity Initiative:</b>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Provide information that explains how this activity supports the selected Prosperity Initiatives</b>	N/A
<b>Metrics Available to Measure Performance:</b>	<p>Performance under this contract will be monitored through a combination of operational and maintenance metrics, including:</p> <ul style="list-style-type: none"> <li>• Equipment uptime and reliability of blower systems</li> <li>• Frequency and duration of unplanned outages</li> <li>• Completion of scheduled preventive maintenance activities</li> <li>• Response time for service requests and emergency repairs</li> <li>• Accuracy and timeliness of parts delivery</li> </ul> <p>Additionally, RWRD staff will evaluate contractor performance based on quality of service, adherence to safety requirements, and compliance with contract terms. Internal maintenance tracking systems and work order documentation will be used to monitor and assess overall effectiveness.</p>
<b>Retroactive:</b>	NO

### Contract / Award Information

Record Number: SC PO SC2600000351	
<b>Document Type:</b>	SC
<b>Department Code:</b>	PO
<b>Contract Number:</b>	SC2600000351
<b>Commencement Date:</b>	06/09/2026
<b>Termination Date:</b>	06/08/2027
<b>Supplier / Subrecipient Headquarters Location</b>	Kansas City, MO
* Headquarters information is not a consideration for awards	
<b>Total Expense Amount:</b>	
	\$450,000.00
<b>Total Revenue Amount:</b>	
	\$0.00
<b>Funding Source Name(s) Required:</b>	5001FD Regional Wastewater Reclamation

Funding from General Fund?

NO

Contract is fully or partially funded with Federal Funds?

NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

YES

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Stephen Romero

Telephone: 520-724-3021

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley Date: 2026.05.20 08:42:57 -07'00' Date: \_\_\_\_\_

Acting Procurement Director Signature: Ana Wilber Digitally signed by Ana Wilber Date: 2026.05.20 10:41:23 -07'00' Date: \_\_\_\_\_

Department Director Signature: *Jacky Jank* Date: 5/20/26

Deputy County Administrator Signature: *[Signature]* Date: 5/19/2024

County Administrator Signature: \_\_\_\_\_ Date: 5/21/24

**Pima County Procurement Department**

**Administering Department:** Regional Wastewater Reclamation

**Project:** Next Turbo Blower, Parts & Service

**Contractor:** Next-Turbo Americas, LLC

824 Woodswether Rd

Kansas City, MO 64105

**Amount:** \$450,000.00

**Contract No:** SC2600000351

**Funding:** Regional Wastewater Reclamation- 50010FD

**SOLE SOURCE PROCUREMENT AGREEMENT**

**1. Parties, Background and Purpose.**

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Next-Turbo Americas, LLC ("Contractor")

1.2. Purpose.

The Pima County Regional Wastewater Reclamation requires the continued reliable operation of Next Turbo blower systems that are critical to wastewater treatment processes at Regional Wastewater Reclamation Department (RWRD).

1.3. Authority.

County selected Contractor pursuant to Pima County Procurement Code 11.12.050.

**2. Term.**

2.1. Initial Term.

The term of this Contract commences on June 9, 2026 and will terminate on June 8, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

**3. Scope of Services.**

Contractor will provide County with the services described in **Exhibit A- Scope of Service** (5 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Contractor must comply with all requirements and specifications of the Contract.

#### 4. Reserved.

#### 5. Compensation and Payment.

##### 5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit B** (3 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

##### 5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$450,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

##### 5.3. Sales Taxes.

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

##### 5.4. Timing of Invoices.

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

##### 5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

##### 5.6. Invoice Submittal.

AP\_Invoices@pima.gov  
Subject Line: PO# for SC2600000351

##### 5.7. Invoice Adjustments.

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

#### 6. Insurance.

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$1,000,000 Each Occurrence and General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$300,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability.

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$500,000 each accident and each person - disease.

6.2. Additional Insurance Requirements.

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

6.2.1. Claims Made Coverage.

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

6.2.2. Additional Insured Endorsement.

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

6.2.3. Subrogation Endorsement.

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

6.2.4. Primary Insurance Endorsement.

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

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

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation.

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

6.4. Verification of Coverage.

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

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

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

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

6.5. Approval and Modifications.

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

**7. Indemnification.**

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual injury of any person (including

death) or loss or damage to tangible property caused, to be caused, in whole, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.

## **8. Laws and Regulations.**

### **8.1. Compliance with Laws.**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

### **8.2. Licensing.**

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

### **8.3. Choice of Law; Venue.**

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

## **9. Independent Contractor.**

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

## **10. Subcontractors.**

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

## **11. Assignment.**

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

## **12. Non-Discrimination.**

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

## **13. Americans with Disabilities Act.**

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

## **14. Authority to Contract.**

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

**15. Full and Complete Performance.**

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**16. Cancellation for Conflict of Interest.**

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

**17. Termination by County.**

17.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause.

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

17.3. Non-Appropriation.

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

**18. Notice.**

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

Pima County  
Bruce D. Collins, Procurement Director  
Pima County Procurement Department  
150 W Congress, 5<sup>th</sup> Floor  
Tucson, AZ 85701  
520.724.8161

Next Turbo Americas, LLC  
Kevin Grant, Regional Sales Manager  
Next Turbo Americas LLC  
824 Woodswether Rd  
Kansas City, MO 64105  
717-201-1810, Kevin.Grant@Next-Turbo.com

**19. Reserved.**

**20. Remedies.**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**21. Severability.**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

## **22. Use of County Data.**

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

## **23. Books and Records.**

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

## **24. Public Records.**

### **24.1. Disclosure.**

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

### **24.2. Records Marked Confidential; Notice and Protective Order.**

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

Contractor agrees to waive confidentiality of any price terms.

## **25. Legal Arizona Workers Act Compliance.**

### **25.1. Compliance with Immigration Laws.**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

### **25.2. Books & Records.**

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

**25.3. Remedies for Breach of Warranty.**

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

**25.4. Subcontractors.**

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

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

**26. Reserved.**

**27. Written Orders.**

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

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

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

**28. Counterparts.**

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

**29. Israel Boycott Certification.**

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

**30. Forced Labor of Ethnic Uyghurs.**

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

**31. Heat Injury and Illness Prevention and Safety Plan.**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**32. Amendment.**

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

**33. Entire Agreement.**

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

***SIGNATURE PAGE TO FOLLOW***

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

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

**Pima County**

**Next-Turbo Americas, LLC**

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

5-14-26  
Date

ATTEST

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

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

## Next Turbo Blower, Parts & Service

### Exhibit A- Scope of Service (5 pages)

The Contractor shall provide OEM parts, maintenance, inspection, and repair services for Next Turbo blower systems, specifically model GTHB-T50-XY, including but not limited to:

Due to the technical complexity of the Next Turbo blower systems, all inspection, maintenance, troubleshooting, and repair services shall be performed by manufacturer-authorized, factory-trained, or equivalently qualified technicians.

Services require specialized knowledge of blower mechanics, controls, and system integration and are not suitable for general maintenance personnel.

- All parts and services must meet OEM standards
- Work must comply with all applicable OSHA and safety regulations
- Only trained personnel shall perform disassembly of critical components (e.g., impeller/rotor assemblies)

Include line items such as:

- OEM Parts (Catalog Discount or Price List)
- Service Technician – Standard Hourly Rate
- Service Technician – Overtime Rate
- Engineering Services – Hourly Rate
- Helper Labor – Hourly Rate
- Mobilization (per occurrence)
- Per Diem (daily)
- Mileage (per mile)
- Emergency Service Rates

#### **1. Parts Supply**

- Furnish OEM replacement parts and components including:
  - Bearings (tilting pad, journal, thrust)
  - Impellers, shafts, and gear components
  - Sensors (temperature, pressure, vibration)
  - Oil system components (pumps, filters, heat exchangers)
  - Seals, O-rings, and wear components
- The Contractor shall:
  - Identify any discontinued or obsolete parts and provide replacement or equivalent options for County approval
  - Provide OEM documentation for all parts supplied

- Clearly list all parts on quotes and invoices, including:
  - Description
  - Part number
  - Quantity
  - Unit price

Typical lead times for parts are estimated at 2–3 months and may vary depending on availability.

## **2. Maintenance & Repair Services**

### **Service:**

Service shall include, but is not limited to: inspection, preventive maintenance, corrective maintenance, repair, alignment, vibration analysis, lubrication, and system testing.

All services shall:

- Be performed in accordance with manufacturer's operation and maintenance manuals
- Be performed by manufacturer-authorized or certified technicians
- Include all labor, tools, and equipment necessary to complete the work
- The Contractor shall coordinate all service activities with County personnel, including scheduling, site access, and system shutdown requirements.
- The County will determine the level and extent of service to be performed under this contract.

The Contractor shall provide a detailed electronic service report for all preventive maintenance, corrective maintenance, troubleshooting, and repair services performed under this contract.

Reports shall be submitted within 3 business days of service completion and shall include, at a minimum:

- Equipment identification (model, serial number, and location)
- Description of services performed, including technician notes and actions taken
- Parts replaced or repaired
- Calibration settings and adjustments made, if applicable
- Photographs documenting equipment condition, as applicable
- Date of service and technician name
- Final operational status and recommendations

Failure to provide required service documentation may result in delay, withholding, or rejection of payment until all required deliverables are received.

Contractor shall provide written quotes or estimates for County approval prior to performing non-routine or corrective maintenance work.

### **3. Labor Categories & Rates**

The Contractor shall provide labor under the following categories (not-to-exceed pricing):

- Service Technician
- Engineering Personnel
- Helper

Include:

- Standard hours (Mon–Fri)
- Overtime rates
- Weekend/holiday rates
- Travel time
- Standby time

### **4. Travel & Expenses**

- Mobilization charges
- Mileage reimbursement
- Airfare (at cost + markup if applicable)
- Per diem (lodging, meals, transportation)

### **5. Equipment Description (Reference)**

- Model: GTHB-T50-XY blower
- Motor: 1,000 HP, 4160 VAC
- Quantity: 2 units
- Function: Air compression for wastewater treatment process

### **6. Special Requirements or Information:**

#### **6.1. Control Narrative Requirement**

The Contractor shall provide a **Control Narrative** for any blower systems, components, or control-related equipment purchased, installed, or serviced under this contract, upon request by Pima County.

The Control Narrative shall include, at a minimum:

- System overview and sequence of operations
- Startup and shutdown procedures
- Normal and abnormal operating conditions
- Control logic for inlet guide vanes and diffuser vanes
- Alarm, interlock, and shutdown conditions
- Safety features and system protections

- Integration with plant control systems (SCADA/PLC), if applicable

The Control Narrative shall be:

- Provided in electronic format (PDF)
- Submitted within a timeframe agreed upon by the County and Contractor at the time of request
- Updated to reflect any system modifications performed under this contract

**6.2. Additional Information**

- Contractor shall provide **OEM documentation** for all parts
- Contractor must provide **certified technicians**
- All work must align with manufacturer maintenance schedules
- Contractor shall provide **recommended spare parts lists** and updates as needed

**7. Safety & Security While ON Regional Water Reclamation Department (RWRD) Facilities:**

Contractor and its employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County and local municipalities, ordinances and regulations. Contractor shall meet the following requirements while on RWRD sites.

- Contractor's personnel must attend a plant safety briefing prior to work activities on RWRD Plant sites. Contractor will contact the County employee designated as the RWRD Treatment Point of Contact to schedule safety briefing.
- Contractor's employees are required to sign in with the Plant Site Administration Office immediately upon arrival at any RWRD facility and report to the County employee designated as the Point of Contact.
- RWRD site entry is restricted to authorized persons with proper identification such as driver's license, commercial driver's license or passport.
- Contractor must wear an ID pass at all times while on plant site, and return ID pass upon leaving the facility to Plant Site Administration Office.
- Upon leaving the facility at the end of each day, the Contractor must check out with the County designated Point of Contact and may request an electronic signature or leave a copy of work ticket(s).
- Contractor will be required to provide their own Personal Protective Equipment (PPE) and wear the required plant site PPE. PPE may include but be not limited to hard hats, fall protection equipment and gear, steel toe boots, safety vest, eye protection and hearing protection.
- Contractor's vehicles must be clearly marked on the outside or windshield of the vehicle. The use of decals/magnets identifying the vendor name or a sign displayed in the front window is acceptable. Decals smaller than 8.5 inches by 11 inches will not be accepted.
- Contractor's personnel shall be designated by an easily identifiable company shirt or badge worn at all times while on-site.
- Upon daily completion of the work performed by the Contractor, the Contractor shall remove all construction debris from the site and leave the area as found. All debris shall be disposed of by the Contractor at the Contractor's expense. All materials, tools, equipment, etc. shall be removed or safely stored.
- The County is not responsible for theft or damage to Contractor's property.
- All possible safety hazards to workers or the public shall be corrected immediately. Work sites shall be left in a safe condition at the end of each workday.

- L. Contractor must provide all their own personnel, materials, tools and equipment to perform the necessary inspections/repairs at no additional cost to Pima County. However, if a job requires a forklift or a non-typical tool, the Contractor may request that rental for equipment and tools be charged to Pima County.
- M. Contractor must have Occupational Safety and Health Administration (OSHA) compliant lock-out/tag-out and confined space programs and adhere to procedures at all times.
- N. Contractor shall be responsible for the safety of their employees at all times.
- O. All chemicals used on RWRD Treatment Facilities require the Contractor to submit the Safety Data Sheet (SDS) to the RWRD Treatment Point of Contact for approval prior to application.
- P. Upon award of the contract, Contractor will submit SDS to RWRD
- Q. RWRD prohibits smoking and e-cigarette/vaping devices, use of chewing/smokeless tobacco, alcohol, drugs and weapons on all plant sites.
- R. Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract; Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

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## Exhibit B (3 pages)

# Spare Parts Quote



Project: Pima County - Tres Rios Blowers

<b>QUOTE #</b>	<b>SALES PERSON</b>	<b>QUOTE DATE</b>
26.231015P02	Kevin Grant	4/8/2026 (Valid for 90 days from this date)
<b>QUOTE TO:</b>	<b>FREIGHT:</b>	<b>DELIVERY CONTACT:</b>
Pima County Regional Wastewater Reclamation Department 7101 N Casa Grande Hwy Tucson, AZ 85743	Prepay & Add	Benjamin Centeno Warehouse - Contract Specialist <a href="mailto:benjamin.Centeno@pima.gov">benjamin.Centeno@pima.gov</a> (520) 724-6120
Lead Time: 2-3 months	Payment: Net 30	CURRENCY: USD
<b>Notes:</b>		
<ol style="list-style-type: none"> <li>1. Per blower for two GTHB-T50-XY blower packages with 1,000 hp motors.</li> <li>2. Items in grey are recommended, at least one set for both blower package.</li> <li>3. Items in orange are not normal wear items and not typical spare parts.</li> </ol>		

ITEM #	DESCRIPTION	PRICE	UNIT	QTY	TOTAL PRICE
1	P710EL.JUNIOR2_24V-1K Actuator	\$4,523.41	ea	2	\$9,046.82
2	Oil Level Switch	\$1,024.69	ea	1	\$1,024.69
3	O-Ring Kit, GTH-T50	\$1,083.46	ea	1	\$1,083.46
4	Temperature Transmitter, 150mm	\$376.49	ea	2	\$752.98
5	Temperature Transmitter, 50mm	\$385.64	ea	2	\$771.28
6	Pressure Transmitter, 0-10 bar	\$360.49	ea	1	\$360.49
7	Pressure Switch, 0-10 bar	\$523.22	ea	1	\$523.22
8	Vibration Sensor, 0-25 mm/s	\$787.75	ea	3	\$2,363.25
9	Oil Temperature Gauge, 0-160°C	\$491.91	ea	1	\$491.91
10	Differential Transmitter, 0-1 bar	\$2,063.41	ea	1	\$2,063.41
11	Differential Pressure Transmitter w/LCD	\$795.14	ea	1	\$795.14
12	Proximity Sensor, M18x1, 8mm reading	\$149.16	ea	1	\$149.16
13	Axial Limit Switch	\$496.04	ea	4	\$1,984.15
14	Proximity Rotation Sensor, M12	\$155.32	ea	1	\$155.32
15	PT100 Temperature Sensor	\$418.49	ea	3	\$1,255.47
16	Split Journal Tilting Pad Bearing, 80mm	\$16,024.74	ea	1	\$16,024.74
17	Combined Bearing Journal-Thrust Pad	\$27,893.33	ea	1	\$27,893.33
18	Counter Bearing	\$10,230.50	ea	1	\$10,230.50
19	Anti-Friction Bearing	\$860.27	ea	2	\$1,720.54
20	Special Seal TJA1A1000-M831	\$896.89	ea	1	\$896.89
21	Wear Ring SS GTH-T50	\$781.19	ea	1	\$781.19
22	Thrust Ring GTH-T50	\$943.66	ea	1	\$943.66
23	Internal Gear Pump EIPC3-040LK23-11	\$5,858.89	ea	1	\$5,858.89
24	Gear for Oil Pump, Driven - 86 teeth	\$3,471.02	ea	1	\$3,471.02

ITEM #	DESCRIPTION	PRICE	UNIT	QTY	TOTAL PRICE
25	Gear for Oil Pump, slow shaft - 73 teeth	\$2,537.62	ea	1	\$2,537.62
26	Oil to Water Heat Exchanger, 304SS	\$6,159.12	ea	1	\$6,159.12
27	Oil Filter CH150	\$1,027.02	ea	1	\$1,027.02
28	Oil Filter Diff. Pressure Switch Indicator	\$374.39	ea	1	\$374.39
29	Electric Oil Pump, ELI3A-D-39.1-C3-A-N	\$2,758.20	ea	1	\$2,758.20
30	Oil Pump Motor, 4 kW	\$968.48	ea	1	\$968.48
31	Impeller Centering Ring GTH-T50	\$1,025.72	ea	1	\$1,025.72
32	Impeller Nut GTH-T50	\$381.57	ea	1	\$381.57
33	Impeller Central Screw GTH-T50	\$1,066.75	ea	1	\$1,066.75
34	Impeller A T50 - 23.1015	\$38,033.56	ea	1	\$38,033.56
35	Pinion Shaft/Hub Combination - 41125	\$27,169.18	ea	1	\$27,169.18
36	Bull Gear Combination GTH-T50 - 41125	\$35,013.85	ea	1	\$35,013.85
37	Slow Shaft for Bull Gear GTHB-T50	\$6,359.44	ea	1	\$6,359.44
38	Variable Diffuser Vane, Discharge	\$519.42	ea	1	\$519.42
39	Freight and Packing	\$5,371.93	ea	1	\$5,371.93

**TOTAL: \$219,407.73**



## 2026 SERVICE ENGINEERING RATE SCHEDULE

Service Technician normal working hours (Monday through Friday)	\$165.00/hr
1st through 4th working hours in excess of normal working hours and working on Saturday	\$190.00/hr
Additional overtime hours and working on Sunday and national holidays	\$275.00/hr
Engineering Personnel normal working hours (Monday through Friday)	\$220.00/hr
1st through 4th working hours in excess of normal working hours and working on Saturday	\$275.00/hr
Additional overtime hours and working on Sunday and national holidays	\$350.00/hr
Traveling hours	\$130.00/hr
Helper working/traveling hours	\$85.00/hr
Airfare	Cost, plus 10%
Per diem (domestic), including: lodging, car rental, telephone, meals, gas	\$250.00/day
Helper per diem (less car rental)	\$175.00/day
Traveling expenses by Company car/truck per mile	\$0.55/mi
Charge for waiting time on Saturdays, Sundays and holidays:	\$200.00/day
Replacement parts/supplies (i.e., special sealants, etc.), if necessary:	as per Invoice
Mobilization of tools	\$500
Delivery of replacement parts (domestic), if any.	Prepaid/Added to the invoice
Delivery of replacement parts (international), if any.	Prepaid/Added to the invoice

### TRAVEL TIME

All travel time from home base of operation to jobsite and return shall be charged in accordance with the above defined workday rates. Daily travel time to and from lodging will not be included and billed as part of the workday.

### STAND-BY TIME

All time the Service Representative is on stand-by or is available to work Monday through Friday, but is unable to due to reasons other than his own sickness or injury, shall be charged in accordance with the normal workday rates.

### TRANSPORTATION AND LIVING EXPENSES

All transportation and living expenses during the service period from the time the Service Representative leaves his base of operation until the time he returns shall be charged as defined above.

**PIMA COUNTY**

Pima County Procurement Department  
 150 W. Congress St. 5th Fl  
 Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2600000351
Contract Start Date	06-09-2026
Contract End Date	06-08-2027
Payment Type	Warrant/Check
Buyer	Mark Koskiniemi
Phone Number	
Email	

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<b>Supplier:</b>	<b>Contract Name:</b>
<b>Next Turbo Americas, LLC</b> 824 Woodswether Rd. Kansas City, MO 64105	Next Turbo Blower, Parts & Service

<b>Supplier Contact and Payment Terms:</b>	Shipping Method	Delivery Type	FOB
	Vendor Method	Standard Ground	FOB Dest, Freight Allowed
	Currency	NTE Amount	Used Amount
<b>Phone:</b> +1 (717) 2011810 <b>Email:</b> kevin.grant@next-turbo.com <b>Terms:</b> Net 30 <b>Days:</b>	USD	450,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$450,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Sole Source Agreement.

<b>Catalog Items:</b>					
Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
1	1st through 4th working hours in excess of normal working hours and working on Saturday	Hour	190.00		
2	304SS Oil to Water heat Exchanger	Each	6,159.12		
3	41125 Pinion Shaft/Hub Combination	Each	27,169.18		
4	4kW Oil Pump Motor	Each	968.48		
5	Additional Overtime Hours and Working on Sunday and National Holidays	Hour	275.00		
6	Anti-Friction Bearing	Each	860.27		
7	Axial Limit Switch	Each	496.04		
8	CH150 Oil Filter	Each	1,027.02		

**This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.**

**PIMA COUNTY**

Pima County Procurement Department  
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Page

2 of 4

**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
9	Charge for Waiting Time on Saturdays, Sundays & Holidays	Day	200.00		
10	Combined Bearing Journal Thrust Pad	Each	27,893.33		
11	Counter Bearing	Each	10,230.50		
12	Differential Pressure Transmitter w/LCD	Each	795.14		
13	Differential Transmitter 0-1 bar	Each	2,063.41		
14	EIPC3-040LK23-11 Internal Gear Pump	Each	5,858.89		
15	ELI3A-D-39.1-C3-A-N Electric Oil Pump	Each	2,758.20		
16	Engineering Personnel Normal Working Hours (Mon-Fri)	Hour	220.00		
17	Engineering: 1st -4th Working Hours in Excess of Normal Working Hours and Working on Saturday	Hour	275.00		
18	Engineering: Additional Overtime Hours and Working on Sunday and National Holidays	Hour	350.00		
19	Freight & Packing	Each	5,371.93		
20	Gear for Oil Pump Driven 86 teeth	Each	3,471.02		
21	Gear for Oil Pump Slow Shaft 73 teeth	Each	2,537.62		
22	GTH-T50 Impeller Centering Ring	Each	1,025.72		
23	GTH-T50 Impeller Central Screw	Each	1,066.75		
24	GTH-T50 Impeller Nut	Each	381.57		
25	GTH-T50 O-Ring Kit	Each	1,083.46		
26	GTH-T50 Thrust Ring	Each	943.66		
27	GTH-T50 Wear Ring	Each	781.19		
28	GTH-T50-41125 Bull Gear Combination	Each	35,013.85		

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Contract Start Date	06-09-2026
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Buyer	Mark Koskiniemi
Phone Number	
Email	

**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
29	GTHB-T50 Slow Shaft for Bull Gear	Each	6,359.44		
30	Helper Per Diem (Less Car Rental)	Day	175.00		
31	Helper Working/Traveling Hours	Hour	85.00		
32	Mobilization of Tools	Each	500.00		
33	Oil Filter Diff. Pressure Switch Indicator	Each	374.39		
34	Oil Level Switch	Each	1,024.69		
35	Oil Temperature Gauge 0-160C	Each	491.91		
36	P710EL Junior2 24V-1K Actuator	Each	4,523.41		
37	Per Diem (domestic) Including: Lodging, Car Rental, Telephone, Meals, Gas	Day	250.00		
38	Pressure Switch 0-10 bar	Each	523.22		
39	Pressure Transmitter 0-10 bar	Each	360.49		
40	Proximity Rotation Sensor M12	Each	155.32		
41	Proximity Sensor M18x1 8mm reading	Each	149.16		
42	PT100 Temperature Sensor	Each	418.49		
43	Service Technician Normal Working Hours (Monday-Friday)	Hour	165.00		
44	Split Journal Tilting Pad Bearing 80mm	Each	16,024.74		
45	T50-23.1015 Impeller A	Each	38,033.56		
46	Temperature Transmitter 150mm	Each	376.49		
47	Temperature Transmitter 50mm	Each	385.64		
48	TJA1A1000-M831 Special Seal	Each	896.89		

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**Catalog Items:**

Line #	Item Description	UOM	Unit Price	Stock Code	MPN/VPN
49	Traveling Expenses by Company Car/Truck per Mile	Mile	0.55		
50	Traveling Hours	Hour	130.00		
51	Variable Diffuser Vane, Discharge	Each	519.42		
52	Vibration Sensor 0-25 mms	Each	787.75		

**This Supplier Contract 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 contract. All transactions and conduct are required to conform to these documents.**