

COOPERATIVE PURCHASE AGREEMENT

Mohave County Job Order Contract (“JOC”) No. 24PS14-03

This Cooperative Purchase Agreement (“Agreement”) is made and entered into by and between Lake Havasu City, Arizona, a municipal corporation, (“City”) and Ambient Edge, LLC, a Delaware Corporation (“Contractor”), each individually referenced as the “Party” and collectively referenced as the “Parties.” The Parties agree as follows:

1. Contractor contracted with Mohave County to provide HVAC contractors, services and parts under Job Order Contract (“JOC”) No. 24PS14-03 (“Cooperative Purchase Contract”). Under A.R.S. §§ 41-2631, *et seq.* and Lake Havasu City Code § 3.10.010.3(A)(1), City may utilize cooperative purchasing contracts and engage contractors under the same terms without additional competitive process.

2. Scope of Work.

2.1 Contractor agrees to provide HVAC contractors, services and parts. Work may include HVAC maintenance, repair, parts, and emergency services as described in the Cooperative Purchase Contract documents attached as **Exhibit A** and incorporated herein by reference. As used in this Agreement, all references to Mohave County shall mean Lake Havasu City, Arizona.

2.2 Contractor agrees to comply with all specific requirements and options of City, as specified in the attached **Exhibit B** incorporated herein by reference.

2.3 The maximum amount of an individual job order issued under this Agreement will be \$1,000,000 pursuant to A.R.S. § 34-605(F)(1).

2.4 The City Manager approves individual job orders up to \$50,000. The City Council awards individual job orders greater than \$50,000.

2.5 Job Orders: During the term of this Agreement, work will be performed through issuance of individual job task orders. Each job task order, initiated by the City, is defined cooperatively by the City and Contractor. Scope, schedule, price, issuance of bonds, and amount of liquidated damages (if applicable) are agreed upon in an executed Job Task Order Proposal prior to proceeding with the work.

2.6 Ceiling Price: The City will take appropriate care to ensure the Contractor is controlling cost and labor efficiently, both while reviewing individual Job Task Order Proposals and when inspecting job sites. Each individual Job Task Order Proposal shall include a “Guaranteed Maximum Price (GMP)” that the Contractor cannot exceed without prior written approval.

3. Payment. Total contract price to be paid under this Agreement is contingent upon funds being appropriated or budgeted for each Fiscal Year. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchase Contract and per Job Task Order Proposal.
4. Terms of Cooperative Purchase Contract Apply. All provisions of the Cooperative Purchase Contract documents, including any amendments, are incorporated in and shall apply to this Agreement as though fully set forth herein, except as otherwise provided for in this Agreement.
5. Agreement Term and Renewal. If funds for this Agreement are not appropriated or budgeted annually, City may terminate this Agreement by giving written notice to Contractor. Otherwise, the term of this Agreement shall commence upon approval and continue through July 15, 2029, which includes renewal and price adjustment options, if exercised by Contractor, and automatically applied to this Agreement, as amended and incorporated by reference. If this Agreement is renewed, the Agreement Fee shall be adjusted as provided for in the Cooperative Purchase Contract. The City Manager is authorized to approve a renewal amendment provided that the Agreement amendment is 5% or less of the Agreement amount and not more than \$50,000 for all Agreement amendments approved for the Agreement. The City Purchasing Representative is authorized to approve a renewal amendment provided that: (1) the original prices remain in effect during the Renewal Term; or (2) the contract unit pricing does not increase, or the contract pricing is adjusted under the terms and conditions of the Cooperative Purchase Contract. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.
6. Certificates of Insurance. All insurance provisions of the Cooperative Purchase Contract shall apply, including without limitation, the requirement to name the City as an additional insured. Prior to commencing work under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by the Contractor's insurer as evidence that policies providing the required coverages, conditions and limits required by the Cooperative Purchase Contract are in full force and effect.

7. Signatures.

LAKE HAVASU CITY:

Signed by: Bess Hudson 3/11/2025
 46 City Manager Date

CONTRACTOR:

DocuSigned by: B Steven Lewis 3/11/2025
 B1B842E55BD0441... Date
 Title: President

APPROVED AS TO FORM:

DocuSigned by: Kelly Garry 3/5/2025
 04 City Attorney Date

EXHIBIT A

COOPERATIVE PURCHASE CONTRACT DOCUMENTS

Contractor shall include and comply with the provisions of the contract and pricing documents as maintained online at: <https://procurement.opengov.com/portal/mohavecounty/contracts/112754> (as screen captured as of November 18, 2024, inserted below), as contracted through and awarded by Mohave County. The terms of the online contract and pricing documents are incorporated and made a part of this Agreement by reference, and as amended.

1. Website Link to Cooperative Job Order Contract Documents as of



Exhibit A-1 Screen
Capture.pdf

2. Job Order Contract (“JOC”) No. 24PS14-03 (69 pages)



Executed_Amendmen
t_One_24PS14-03.pdf



24PS14-03 Executed
Contract - Ambient Ec

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF CITY

1. Individual Job Task Order Proposal (attached as Example Form 1):
All references within to Job Order Proposal, Task Order Proposal, or Job Task Order Proposal shall mean the same.
2. Notices: All notices required under the Agreement shall be sent to:

Procurement Official
Lake Havasu City
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403

Copy to:
City Attorney
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403
3. Delivery Location: Per Individual Job Task Order Proposal.
4. All references to Contractor's compliance with Mohave County ordinance, charter and/or rules and regulations of its political entity that are not compliance requirements with Lake Havasu City's ordinance, and/or rules and regulations of its political entity shall be waived in the Cooperative Purchase Contract.
5. Governing Law: The provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona and the provisions of the Lake Havasu City Municipal Code. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. As used in this Agreement, all references to litigation venues in different counties and states shall lie exclusively as states herein.


EXAMPLE FORM 1
CONTRACTOR'S JOB TASK ORDER PROPOSAL




JOC Job-Task Order
Proposal_ExhB.docx

Exhibit A-1

Screen Capture taken 11.18.24 from <https://procurement.opengov.com/portal/mohavecounty/contracts/112754>





JOC HVAC Parts Service Repair

Mohave County - Public Works

Vendor: Ambient Edge, LLC

✓ ACTIVE Contract End Date: Jul 14, 2025

All dates in Mountain Time - Arizona

Sign Up

Login

CONTRACT INFORMATION

Status

✓ Active

Start Date

Jul 15, 2024

Duration

Limited Term. Initial Term: 1 years

Summary

None

Renewal Options

Option 1: 1 years
Option 2: 1 years
Option 3: 1 years
Option 4: 1 years

End Date

Jul 14, 2025

Contract ID

24PS14-03

Contract Amount

Vendor

Ambient Edge, LLC

Procurement Contact

Dusty Lewis
Procurement Officer I
Email: lewisd@mohave.gov
Phone: (928) 753-0752

Department

Public Works

Contains Cooperative Language

No

Acquired via Cooperative

No

Bid Protest

No

Contract Claim

No

Procurement Classification

Contract Type

Job Order Contract

Funding Source

Category Codes

None

CONTRACT DOCUMENTS

Contract

[24PS14-03_Executed_Contract_-_Ambient_Edge.pdf](#)

County of Mohave
PROCUREMENT DEPARTMENT

CONTRACT NO. 24PS14-03

JOB ORDER CONTRACT (JOC)
HVAC CONTRACTORS, SERVICES AND PARTS

AMBIENT EDGE, LLC
KINGMAN, AZ

AMENDMENT NO. ONE (1)

DATE ISSUED: OCTOBER 7, 2024

The referenced Contract has been modified as per the attached **AMENDMENT NO. ONE (1)**. This Amendment is hereby made part of the referenced Contract as though fully set forth therein.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE STREET, 1st FLOOR EAST
P.O. BOX 7000, KINGMAN, AZ 86402-7000

CONTRACT NO. 24PS14-03
AMENDMENT NO. ONE (1)
PAGE 2 OF 3

PROCUREMENT OFFICER: DUSTY LEWIS

THIS CONTRACT IS HEREBY AMENDED AS FOLLOWS:

CONTRACT NO. 24PS14-03

**JOB ORDER CONTRACT (JOC)
HVAC CONTRACTORS, SERVICES AND PARTS**

**AMBIENT EDGE, LLC
KINGMAN, AZ**

- **RENEWAL TERM:** In accordance with Standard Terms and Conditions; 21. Contract Amendment; the referenced contract is hereby amended to include Standard Terms and Conditions; 49. Contract Term and Renewal.
 - **CONTRACT TERM AND RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or portions thereof, provided the contractor has satisfactory performance and service. In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.
- **ADD GENERAL CONDITIONS FOR CONSTRUCTION:** During the solicitation process the general conditions for construction were mistakenly left out. Attached are the General Condition for Construction, consisting of 16 pages, for the award of JOC HVAC 24PS14.
- All other terms and conditions remain the same in their entirety.

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PROCUREMENT OFFICER: DUSTY LEWIS

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CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE
AMENDMENT.

Steven Lewis
Steven Lewis (Oct 8, 2024 15:46 PDT)

10/08/

Signature of Person Authorized to Sign

Date

Steven Lewis

Printed Name

GM/Officer

Title

Hildy Angius 10/21/24
Hildy Angius, Chairman Date
Mohave County Board of Supervisors

Mohave County Procurement Department
P.O. Box 7000
Kingman, Arizona 86402-7000
(928) 753-0752 Fax: (928) 753-0787

GENERAL CONDITIONS FOR CONSTRUCTION

DEFINITIONS AND TERMS

Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards. For purposes of this solicitation and subsequent contract, the following definitions shall apply:

Addendum: A supplement to any of the Bid Documents issued, in writing, after advertisement of but prior to the opening of bids for a Contract.

Bid Documents: The solicitation and all of its provisions, exhibits, forms, plans, specifications, addenda, amendments, and other documents issued by the County.

Bonds: Bid bonds, performance and payment bonds and other instruments of security.

Calendar Day: Any and every day shown on the calendar, beginning at midnight and ending at midnight of the next day.

Change Order: A written order issued by the County to the Contractor to make changes in the Work or to perform extra Work and setting forth conditions for payment and/or adjustment in time of completion.

Contract Time: The number of calendar days allowed for the Substantial Completion of the Work as stated in the Bid Documents and beginning on the day that Notice to Proceed is issued by the County. If specified as a calendar date, it shall be the date on which all Work on the Project shall be completed and meet final inspection.

Contract Documents: The integral documents, including the Bid Documents, which are referenced in and shall become a part of the Contract, and may include but may not be limited to; Invitation for Bids, General Conditions, Special Terms and Conditions, Standard Terms and Conditions, Plans, Specifications, Standard Details, Special Provisions, Proposal, Addenda, Amendments, Certificates of Insurance, Ordinance, Contract, and Change Orders.

Consultant Engineer: An engineer under Contract with the County to provide technical support to the County Engineer.

County Engineer: The person appointed by the Board of Supervisors as the County Engineer, either acting directly or through their designee.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare, or the protection of Work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Inspector: An authorized representative of the County assigned to make detailed inspections of Contract performance.

Liquidated Damages: A sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but in lieu of actual damages for late completion of the work.

Materials: Any substance specified in the Project, equipment and other material used or consumed in the performance of the Work.

Notice of Award: A notice from the County advising the Contractor that they are the successful bidder and the County has accepted their Offer.

Notice to Proceed: A notice issued by the County, authorizing the Contractor to start the Work or improvements required in the Contract.

Owner: The actual property owner of the property in question.

Pay Item: A detail of Work for which separate payments are to be made under the Contract.

Plans: All drawings or reproductions thereof prepared pertaining to the Work, which are part of the Contract Documents.

Project: A specific coordinated construction or similar undertaking usually identified by a single Project number and bid and awarded as one Contract. On occasion two or more Projects may be bid and awarded as a single Contract.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the Contractor is required to submit for approval.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

Specifications: The descriptions, directions, provisions, and requirement for performing the Work as contained in or specified in the Contract Documents.

Subcontractor: A supplier, distributor, vendor, or firm that furnishes supplies or services for the Contractor in relation to this Contract.

Substantial Completion: Work that is sufficiently complete, in the sole discretion of the County Engineer, so that it can be used for its intended purpose.

Superintendent: The Contractor's designated representative on the Site who will supervise and direct the Work, has authority from the Contractor to receive and fulfill instructions from the County with respect to that particular phase of the Work, and will take action required to properly carry out the Work on behalf of the Contractor.

Work: Any or all of the improvements specified or indicated in the Contract Documents and the construction, demolition, reconstruction, and repair of all or any portion of such improvements, and the furnishing of all of the needed experienced supervision and labor, materials, equipment, transportation, utilities, supplies, services, facilities and any other incidentals and incidental expenses necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

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INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contractor is required to furnish all supervision, labor, materials, equipment, transportation, utilities, supplies, services, facilities, expenses, and any other incidentals necessary or convenient to perform the Work necessary to complete the Contract in a manner in full compliance with the Contract Documents for the total sum of the Contractor's Bid.

The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters.

RESPONSIBILITY FOR THOROUGH REVIEW

By bidding, bidders certify that they have:

1. Carefully examined and studied all documents, drawings, specifications, and instructions and the other related data in the Bid Documents and notified County of any found discrepancies,
2. Field verified all dimensions shown and checked all measurements in connection with the Work or other existing conditions,
3. Investigated and researched possible conditions that could differ from those indicated in the Bid Documents,
4. Considered the means, methods, techniques, sequences, and procedures of construction for completion of the Work as indicated in the Bid Documents.
5. Considered and investigated all of the permanent and temporary utilities and utility appurtenances,
6. Performed due diligence to become familiar with the general, local, and site of Work conditions, and fully informed themselves of the site's subsurface conditions,
7. Investigated and considered the effect of federal, state, and local laws and regulations on cost, progress, and performance of the Work.

Contractor is required to immediately notify County if any discrepancies, errors, omissions, or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications.

If the Contractor performs any construction activity knowing it involves an error, inconsistency, or omission in the Contract without notifying the County, the Contractor shall assume full responsibility for such performance and shall pay a proportionate share of the attributable costs for correction.

AUTHORITY OF THE COUNTY ENGINEER

The County Engineer has the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.

DELIVERY OF NOTICES

Required Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by a reputable express courier service with a written record of receipt. Each party shall promptly notify the other party in writing of any change in its address for notice purposes.

If not otherwise specified or agreed upon by the County, written notices to the County shall be delivered to:

Mohave County Procurement Department
700 W. Beale Street
PO BOX 7000
Kingman, AZ 86402-7000

Written notices to the Contractor shall be made to the address listed on their offer.

Electronic Notice

The parties may mutually agree in writing to accept notices electronically, specifying the format and transmission method. However, written notice delivered in accordance with this section ("DELIVERY OF NOTICES") shall prevail in the event of any inconsistency with electronically transmitted notices.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

MOHAVE COUNTY PROCUREMENT DEPARTMENT
 700 W. BEALE ST., 1st FLOOR EAST
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 E-MAIL: LEWISD@MOHAVE.GOV

In carrying out any provisions of these Contract Documents, or in exercising any power or authority granted to them by or within the Scope of the Contract, there shall be no personal liability upon the County Engineer, or any other of the County or Owner's agents, employees, representatives, or employees, either personally or as officials of the County, Owner, or County Engineer.

ALTERATION OF WORK

Alteration by County

The County reserves the right to make alterations by written Change Order in the details of construction and changes in quantities at any time before or during the progress of the Work. Such alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the altered Work as if it had been a part of the original Contract.

Alteration Due to Differing Conditions

It is the responsibility of the Contractor to immediately notify the County in writing upon discovering:

1. Subsurface or latent physical conditions at the site of Work differing substantially from those indicated in the Contract,
2. Unknown physical conditions at the Site of an unusual nature, differing materially from those ordinarily encountered or conditions generally recognized as inherent in Work of the character provided for in the Contract.

If the County Engineer determines that conditions materially differ and cause an increase in the cost of or the time required for performance of the Contract, an equitable adjustment may be made to the Contract value and Contract time by written Change Order.

Failure of the Contractor to notify the County of differing conditions in accordance with this section shall be just cause to reject any claims for additional monies and/or time.

Alteration at the Contractor's Request

Contractor may request alterations of the Work that are not detrimental to the Work, and are in the best interest of the County. Contractor requested alterations should be limited to those with little or no increase in cost to the County. Contractor is required to submit requests to the County for approval prior to performing alterations. Alteration approved by the County will be done through written Change Order and will only be made at an equitable adjustment in cost to the County.

Requests for Extension of Contract Time

If the Contractor finds it impossible for reasons beyond their control to complete the Work within Contract Time as specified or as extended due to no fault, action, inaction or other omission of the Contractor or the Contractor's subcontractor(s), agent(s), employee(s), laborer(s), material supplier(s), or equipment supplier(s), including by way of example storms, strikes, wars, or riots directly related to and affecting the Project or Project Site, the Contractor shall immediately submit a written request to the County for an extension of Contract Time, setting forth therein the reasons which they believe will justify the granting of their request.

The Contractor's plea that insufficient time was specified is not a valid reason for extensions of Contract Time. If the County Engineer determines that the Work was delayed because of conditions beyond the control and through no fault of the Contractor, the County Engineer may extend the Contract Time in such amount as the conditions justify through a written Change Order duly issued by the County. The extended Contract Time for Completion of the Work shall then be in full force and effect the same as though it were the original Contract Time for Completion of the Work.

Compensation for Alteration of Work

The value of any alteration of work, extra work, reduced work, or Change Order under the Contract shall be determined in one or more of the following ways:

1. Lump Sum: A fixed price for all labor, materials, and equipment associated with the alteration, justified by quotes and estimates produced by Contractor,
2. Unit Price: By unit price in accordance with the Contract and as required for the alteration,
3. Time and Materials: By the actual cost of labor and materials used for the alteration, with a mark-up for overhead.

Any change to the Contract cost from an alteration of work must be reasonable, based on actual change to the actual cost to the Contractor, and in accordance with the change in value of the Work as authorized in the written Change Order.

The County may require Contractor to justify any requested compensation value with detailed supporting documentation, such as written estimates or calculations for a proposed compensation amount.

For either an increase or decrease in cost, no claim shall be made by the Contractor for any loss of anticipated profits.

Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor.

Any alteration of work performed by the Contractor not in accordance with this section is performed at the Contractor's risk.

Compensation for Delays by County

In accordance with ARS 34-221, if the Contractor sustains damages related to expenses incurred by the contractor for a delay for which the County is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the

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parties to the contract, the County and Contractor shall enter into negotiations for compensation for recovery of damages to the Contractor.

This section does not void any provision in the Contract that requires notice of delays or provides for arbitration or other procedure for settlement or provides for liquidated damages.

Compensation for such damages will be negotiated as follows:

1. The County shall be satisfied that the Contractor has made every reasonable effort to prosecute the Work despite any delays encountered or revisions in the Contractor's scheduling of Work,
2. The Contractor is required to immediately notify the County in writing of discovery of conditions or delays,
3. The Contractor shall provide a detailed written estimate to the County for requested compensation in accordance with Compensation for Alteration of Work, above,
4. The County may choose to either issue a written Change Order to accept the estimate or further negotiate,
5. The County and Contractor shall negotiate a Change Order to the Contract, including an extension to Contract Time, if necessary,
6. If both parties are unable to agree to a negotiated compensation value, dispute resolution procedures elsewhere in this contract shall apply.

LIQUIDATED DAMAGES

For each and every calendar day that Contractor fails to achieve substantial completion of the Work after the Contract Time for completion of the Work specified in the Contract Documents, or as adjusted by the County through written Change Order, the amount of liquidated damages stated elsewhere in the Contract shall be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the County and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under the Contract.

In the event the County, in the County's sole discretion determines that it can and desires to calculate actual damages, and therewith, the County determines that it desires to make claim against the Contractor for actual damages rather than liquidated damages, then the County may but need not claim and deduct the amount of actual damages in lieu of liquidated damages. Actual damages shall include all damages whatsoever, without limitation, the actual cost of maintaining the County's professional services, inspection, and other necessary forces and equipment for those calendar days beyond the Contract Times for completion and the actual date of completion of the Project in accordance with the terms of the Contract Documents, together with any other costs, fees, expenses, or damages suffered by the County due to the Contractor not completing the Project within the Contract Times.

SUBMITTALS, PLANS, AND SHOP DRAWINGS

Schedule of Submittals

The Contractor shall submit, for review, a proposed schedule of shop drawings and product data submittals. The schedule will show the needed response date for each submittal and will indicate the relationship of the submittal to the Project construction schedule.

Submittal Requirements

The Contractor shall submit copies of each shop drawing, product data, or mix design to the County for review. Each submittal shall be sequentially numbered and submitted according to the submittal schedule approved by the County. The Contractor shall certify in writing that each submittal conforms to the requirements of the Contract and submittals lacking written certification will be rejected by County.

Submittal of Manufacturer's Specifications

In all instances wherein the items and/or specifications require installation or construction in accordance with either manufacturers' or suppliers' recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portion clearly marked for approval prior to the commencement of Work on that item or portions of the Contract.

Deviations of Submittals

Any deviation of submittals from any Contract requirements must be explicitly stated in writing by Contractor with the submittal. Deviations are subject to written approval by the County and may require a Change Order, at the discretion of the County. Review by the County will not relieve the Contractor from responsibility for any errors or omissions in the submittals nor from their responsibility for compliance with the Contract Documents. Submittal accepted in writing by the County become a part of the Contract Documents. Any Work done prior to the receipt of this review will be at the Contractor's risk and expense.

Trade Names and Substitutions

Plans and specifications may contain references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number. Unless the name is followed by words indicating that no substitution is permitted, such references shall be regarded as

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establishing a standard of quality, finish, appearance, performance or, as indicated, a selection based upon compatibility with existing equipment or materials.

Submittals for Substitutions

The use of an alternate or substitute item or source will be permitted after a written submittal from the Contractor, subject to approval by the County. This submittal for substitutions must:

1. Certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified,
2. Describe the reasoning for substitution and benefit to County,
3. State any required changes in the Contract Documents to adapt the design to the proposed substitution. This will include all changes required of other contractors/subcontractors affected by the resulting changes,
4. Contain an itemized estimate of all costs and credits that will result directly or indirectly from the acceptance of such substitution, including costs of design, license fees, royalties, testing, engineer's evaluation, claims of other contractors/subcontractors, etc.,
5. Include any adjustments in the Contract Time created by substitution, and
6. Include samples or any additional information the County may deem necessary to evaluate the acceptability of the substitution, at no cost to County.

Unless submittals for substitution are directly related to availability of materials or other unforeseen conditions, there should be no additional costs to the County. If the substitution yields a net savings in the Contract price, the amount of savings shall be divided between the County and the Contractor in a percentage established by the County. If a substitution yields a net cost increase to the Contract price, the amount of the increase will be limited to actual increased costs to the Contractor. No claim shall be made by the Contractor for any loss of anticipated profits. Any adjustment in Contract price will be addressed as an Alteration of Work.

The County will then make the final decision as to the acceptability of the proposed substitution. The Contractor will be notified in writing by the County as to whether their substitution submittal has been accepted or rejected.

COMPLIANCE OF CONTRACTOR'S WORK WITH CONTRACT REQUIREMENTS

Conformity of Work with Plans and Specifications

All Work performed and all materials furnished shall conform with the lines, elevations, grades, cross sections, dimensions, and material requirements shown on the plans or indicated in the specifications, including tolerances.

Rejection of Work

The County has the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work. The County's failure during the progress of work to discover or reject materials or work not in accordance with the plans, specifications or contract documents shall not be considered an acceptance of the work or materials or a waiver of defects. Neither the failure of the County to properly perform inspections, tests or approvals required by the contract documents nor the activities or duties of the County in the administration of this contract shall relieve the Contractor from responsibility for the means, methods, techniques, sequences or scheduling of the construction or the obligation to perform the work in strict accordance with the Contract Documents.

Acceptance of Work of Diminished Value

In the event the County finds materials or Work not conforming with the requirements of the Contract, but finds the Work to be acceptable with diminished value, the County may make a determination, in its sole discretion, if the Work shall be accepted and remain in place. The County will document the basis of acceptance including an appropriate reduction in the contract price without the signature or approval of the Contractor. Such acceptance of non-conforming work shall not constitute a waiver of any other work required under this contract.

SUSPENSION OR TERMINATION OF THE WORK

Suspension of Work by County

Notwithstanding other remedies set forth in the Contract Documents, the County or County Engineer may, at their sole discretion, immediately suspend the Work wholly or in part for any of the following reasons:

1. Due to unsafe conditions,
2. To allow for testing and inspection for reasonable suspicion of defective Work or materials,
3. For Contractor's failure to carry out requirements of the Contract,
4. For unsuitable weather or other conditions considered unsuitable for the prosecution of the Work,
5. For any other condition or reason deemed to be in the public interest by the County.

Suspensions of Work that are not the fault of the Contractor shall be excluded from counting Contract Time. Suspensions of Work that are the fault of the Contractor shall be included in counting Contract Time.

Termination by the County for Cause

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

The County, in its sole discretion, may terminate this Contract as to all or any part of the Work after giving the Contractor seven (7) days written notice for any of the following reasons:

1. If the Contractor abandons the Work, or unnecessarily delays the Work.
2. If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractors.
3. If the Contractor fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
4. If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
5. If the Contractor should be adjudged bankrupt.
6. If the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
7. If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the County.

Upon termination of the Contract for any of the above reasons, the County, subject to any prior rights of the surety, may:

1. Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
2. Accept assignment of subcontracts.
3. Finish the Work by whatever reasonable method the County may deem expedient. In completing the Work by a new contractor or by doing the Work itself, the County may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the County's possession and may make all necessary repairs and replacements thereto.

If the County terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive any further payment.

The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the County to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the expense of work performed by County staff, additional services, and added expenses made necessary by the termination of the Contract. Contractor and its surety shall be responsible to compensate County for the cost of fully completing the Work.

If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the County's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the County may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

Termination by the County for Convenience

The performance of the Work under this Contract may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County.

If the Contract is terminated for convenience any such termination shall be performed by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective. The Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to notice of termination. No amount shall be allowed for anticipated profit on unperformed Work.

In the event the County terminates the Work, in whole or in part, for cause pursuant to termination by the County for cause and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this section shall apply.

Termination of the Contract or portion thereof by the County for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

PERFORMANCE OF WORK

Cooperation with Other Contractors

The Contractor is required to cooperate with other Contractors working on behalf of the County in every way possible.

The County reserves the right at any time to contract for and perform other or additional Work on or near the Work covered by the contract. When separate contracts are let within the limits of any one Project, each Contractor shall conduct their Work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

Contractors working on the same Project shall cooperate with each other as directed. Each Contractor involved shall assume all liability, financial or otherwise, in connection with their contract and shall protect and save harmless the County from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other Contractors working within the limits of the same Project.

The County will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other Contractors working within the limits of the same site of Work or Project.

Presence of Contractor on Site

The Contractor is required to supply the constant attention necessary to facilitate progress of the Work. The Contractor is required to be present at the site of Work at all times while Work is being performed with a full set of Contract Documents, either in person or represented by a competent Superintendent. Instructions and information given by the County to the Contractor's superintendent shall be considered as having been given to the Contractor. The County is authorized to require the Contractor to immediately suspend Work until the required Superintendent is present. No additional compensation or Contract Time will be allowed as a result of such suspension.

Provision of Sufficient Labor and Equipment

The Contractor is required to continuously employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents. All workers shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all Work properly, satisfactorily and in accordance with the Contract Documents. All equipment shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work in a safe and efficient manner.

Methods and Equipment to be Used

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed, the Contractor is free to use any methods or equipment that they demonstrate to the satisfaction of the County Engineer will accomplish the Work in conformity with the requirements of the Contract Documents. Methods and equipment contrary to the requirements of the Contract Documents may only be used after written approval of the submittal as a deviation by the County Engineer.

Removal of Workers by County

The County reserves the right to demand the removal of any person employed by the Contractor or their subcontractors who, in the opinion of the County Engineer, does not perform their Work in a proper, skillful, and orderly manner. Removed workers shall not be employed again in any portion of the Work without the approval of the County Engineer. The Contractor or Subcontractor shall keep the County harmless from damages or claims for compensation that may occur in the enforcement of this section.

Contractor's Construction Schedule

The Contractor shall provide and maintain a construction schedule for review by the County. In the event the schedule does not contain sufficient information to meet the stated Contract Times, inclusive of appropriate milestones for Substantial Completion, Final Completion, Final Acceptance and Final Payment, as determined by the County, the Contractor shall resubmit a new schedule with the additional information requested by the County. The County has the right to determine the sequence of the Work and the construction schedule, when established, shall not be changed without the written consent of the County. The orderly procedure of all Work to be performed shall be the full responsibility of the Contractor.

Review of a submitted schedule by the County shall in no way be construed as an affirmation or admission that the schedule is reasonable or workable which responsibilities remain the obligations of the Contractor.

Upon determination by the County, if the Contractor has fallen behind the approved progress schedule, the Contractor shall take such steps as may be required by the County, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. They shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all at no additional cost to the County.

Work Outside of Regular Hours

Except in emergencies endangering life or property, written permission shall be obtained from the County to perform any Work after regular working hours, on weekends, or legal holidays. The County reserves the right to deny work outside of regular hours if sampling, testing, or inspection cannot reasonably be performed at those times.

Patented Devices, Materials, and Processes

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, they shall provide for such use by suitable legal agreement with the patentee or County. The Contractor and the Contractor's surety(ies) and insurer(s) shall indemnify and save harmless the County, any affected third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify and defend

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

the County for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

Archaeological Reports

The Contractor is required to comply with all laws regarding archaeological features, including, but not limited to Article 4, Chapter 4.1, Title 41 of the Arizona Revised Statutes. When archaeological features are encountered or unearthed during the performance of Work, the Contractor shall report promptly to the Director of the Arizona State Museum and the County. The Contractor may be allowed extra time to complete the Work, as appropriate; however, no additional compensation shall be provided for compliance.

Emergency Work

Emergencies may arise during the progress of the Work which may require special effort or require extra shifts of men to continue the Work beyond normal working hours. The Contractor shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly. Contractor is required to immediately notify County through both telephone calls and written notice of a suspected emergency. The County Engineer has the sole authority to determine if an emergency occurred.

Emergency Contacts

The Contractor shall file with the County Engineer the names, addresses, and telephone numbers of representatives who can be contacted at any time in case of emergencies. These representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

UTILITIES

Notification of Utilities

The Contractor shall comply with the requirements of ARS § 40-360.21 through § 40-360.32 (one call system, Blue Stake) in notification to the interested utilities prior to start of construction. The Contractor shall resolve all problems with the utility concerned.

Investigation of Utilities

The Contractor is responsible to ascertain whether any utility, utility appurtenance or utility property occupies the area of Work contemplated herein. No additional compensation will be granted to the Contractor for any utility or utility appurtenance that the Contractor could have discovered prior to Bidding, whether shown on the Plans or not shown on the Plans. The Contractor shall assume full responsibility for damages to any facility/utility as a result of failing to obtain information as to its location, failing to excavate in a careful, prudent manner or failing to take measures for protection of the facilities/utilities.

The Contractor is responsible to ascertain the need for bracing or shoring of utility poles and no additional compensation will be allowed for such bracing or shoring.

Cooperation with Utilities

The Contractor is required to cooperate with the owner of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

If delays are encountered because utility companies have not relocated or adjusted their utilities as indicated on the Plans, the Contract Time will be adjusted accordingly. No monetary or other compensation will be made because of any delay, inconvenience, or damage sustained by the Contractor caused by the utility company's requirements for moving or maintaining utility.

No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

Damage to Underground Facilities

In the event of any damage to or dislocation of any utility, the Contractor shall immediately notify the County, the utility owner, and other proper authorities. Contractor shall not attempt to repair any utility, except those intended for the conveyance or storage of water and sewage. The excavation shall be left open until the arrival of representatives of the County or the utility owner.

QUALITY CONTROL AND QUALITY ASSURANCE

Contractor's Responsibility for Quality Control

The Contractor is required, at their expense, to perform quality control sampling, testing, documentation, and inspection during all phases of the Work and shall perform the process control sampling, testing and inspection at a rate sufficient to assure that the Work conforms to the requirements of the Contract Documents.

Quality Control Plan

MOHAVE COUNTY PROCUREMENT DEPARTMENT
 700 W. BEALE ST., 1st FLOOR EAST
 KINGMAN, ARIZONA 86401
 PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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 E-MAIL: LEWISD@MOHAVE.GOV

The Contractor is required to provide and maintain a Quality Control Plan prior to the commencement of Work and subject to approval by the County. This must include a description of the sampling and testing to be performed, frequency of sampling and testing, and any laboratories, consultants, or subcontractors to be used for sampling and testing.

County's Quality Assurance

Inspectors employed or contracted by the County will be authorized to inspect all Work. Such inspection may extend to all or any part of the Work. The inspector will not be authorized to alter or waive the provisions of the Contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

The furnishing of such services will not make the inspector responsible for or give the inspector control over the Work, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The County and any inspectors shall be permitted to inspect each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. They shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Any Work done or materials used without supervision and inspection by the County or their authorized representative may be ordered removed and replaced at no additional cost to the County.

Testing of Materials

All materials to be incorporated in the Work may be subject to acceptance sampling, testing and approval, by the County. Any Work in which materials not previously approved by the County for use are used or incorporated into the Work by the Contractor shall be performed at the Contractor's risk and may be considered as unauthorized and unacceptable Work and not subject to the payment provisions of the Contract, or the material may be required to be removed and replaced by the Contractor with materials approved by the County.

Nonconformity of Work

In the event the County finds the materials or the finished product in which the materials are used or the Work performed are not in conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected by the Contractor to the satisfaction of the County at no additional cost to the County.

MAINTENANCE DURING CONSTRUCTION

Maintenance Until Final Acceptance

The Contractor shall maintain the Work during construction and until Project final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces to the end so that the roadway or structures are kept in satisfactory conditions at all times. All cost of maintenance Work during construction and before the Project is accepted shall be included in the lump sum or unit bid price on the various pay items.

Contractor's Responsibility for Protection of Work

The Contractor is required take every precaution necessary to prevent damage to the Work from the elements and any other cause until the entire Project is completed and accepted by the County. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work before final acceptance at no cost to the County. Partial payment or acceptance of completed portions of the Work shall not release the Contractor from such responsibility.

In case of suspension of the Work for any cause whatever, the Contractor shall be responsible for the Project during suspension of Work and shall take such precautions as may be necessary to prevent damage to the Project and shall erect any necessary temporary structures, signs, fences, or other facilities at no cost to the County.

Maintenance of Course and Subgrade

In the case of a Contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. The course or subgrade, upon which a course is to be placed shall be constructed and maintained by the Contractor so that the course or subgrade will meet the requirements of the Contract Documents up to, until and immediately prior to the placement of the subsequent course.

Prevention of Water Damage

The Contractor is responsible for prevention of damage to the Work from water. After any portion of the Work has been opened up, saturation of material caused by irrigation water, storm drainage, weather or such similar causes will be considered as within the responsibility of the Contractor and shall be the responsibility of the Contractor to remove and replace or otherwise correct to the satisfaction of the County at the Contractor's sole expense.

Maintenance of Traffic

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

As part of the Work, unless otherwise specified, the Contractor is required to:

1. Provide maintenance and traffic control operations in accordance with the Manual on Uniform Traffic Control Devices (latest edition) and in accordance with the Contract Documents,
2. Keep all roadways within the Project area open to all traffic and provide for and accommodate vehicles and pedestrians alike in a safe and efficient manner,
3. Bridge open excavation with adequate steel plates,
4. Maintain access to private property and minimize inconvenience to property owners,
5. Notify property owners twenty-four (24) hours in advance prior to any construction in front of driveways,
6. Provide and maintain temporary and permanent approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and driveways.

Cleanup and Dust Control

As part of the Work, unless otherwise specified, the Contractor is required to:

1. Keep the Work area clean and free from rubbish, excess materials and debris generated throughout all phases of construction, including any suspension of Work, and until final acceptance,
2. Prevent any dust nuisance due to their construction operations,
3. Clean the area of Work of all rubbish, excess materials, temporary structures, and equipment, and all parts of the Work area shall be left in an acceptable condition.

Construction Stakes, Lines and Grades by Contractor

Unless otherwise stated, the Contractor shall be responsible for providing construction stakes, lines and grades as follows. The Contractor will set construction stakes establishing lines and grades for road work, curbs, gutters, sidewalks, structures and centerlines for utilities and necessary appurtenances as they may deem necessary and will furnish all necessary information relating to the lines and grades.

The Contractor shall be held responsible for the preservation of all stakes and marks, and if the construction stakes or marks have been destroyed, removed or disturbed, the cost for replacing them shall be born by the Contractor and not be a responsibility of the County.

PARTIAL USE OR OCCUPANCY

Right of Way

In the case of Work on or within public rights-of-way, the Contractor shall provide for and insure that the County, utility companies and providers, and the general public shall have the right of occupancy and use of the Project areas for continued activities area within the right-of-way.

Partial Occupancy of Completed Work

The County and Owner shall also have the right of partial occupancy of any portion of the completed Work, other than the rights described for Work within public rights-of-way, so long as that use does not unreasonably interfere with the Work of the Contractor.

Partial Occupancy by the County, Owner, or the general public shall not be deemed by the Contractor as final acceptance of the Work and shall not relieve the Contractor of any responsibilities for maintenance thereof or any other responsibilities of the Contractor for the Work under the Contract Documents.

FINAL COMPLETION AND FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire Project, the County will inspect the Work. If all construction provided for and contemplated by the contract is found completed to their satisfaction, the County will Accept the work. The Contractor will be notified in writing of this Final Acceptance as of the date of the final inspection.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions.

No Waiver of Rights

Final acceptance shall not preclude or estop the County from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the County be precluded or estopped from recovering from the Contractor or their surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill their obligations under the Contract. A non-action or an express waiver or other non-enforcement on the part of the County against the Contractor for of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach. No waiver of the County shall be implied; any waiver must be express and written.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

The Contractor, without prejudice to the terms of the Contract and in addition to any specific remedy provided to the County in the Contract Documents, shall be liable to the County for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the County's rights under any warranty or guaranty or remedy required by law.

Substantial Completion

If the County deems the Work to be Substantially Complete and any and all outstanding, unfinished or incomplete items of Work are minor in nature, number and value, and that the County has full, complete, and unobstructed use of the Project for which the Work was intended, the County may notify the Contractor in writing that the Work is deemed Substantially Complete and of the date of Substantial Completion.

Substantial Completion may include a list of items that still need to be completed or corrected by the Contractor, despite releasing control of the site of Work to the County and despite any payments that have been made. Final Completion and Acceptance of the Work will be made after the County has determined that all work is totally complete and correct.

SOURCE, STORAGE, AND QUALITY OF MATERIALS

Source of Materials

The Contractor shall notify the County of their proposed source of materials prior to delivery. At the option of the County, materials may be approved at the source of supply before delivery is started. If it is found that sources of supply for previously approved materials do not meet the requirements of the Contract Documents the Contractor shall furnish materials from other sources at no additional cost to the County.

Use of New and Undamaged Materials

Unless otherwise noted, all materials used in the Work must be new, unused, and undamaged. Any materials used in this Project that are damaged during the construction of the Project and prior to final acceptance shall be removed and replaced by the Contractor with new materials meeting the requirements of the Contract Documents at no additional cost to the County.

Sampling of Materials

The County may sample, take, or select samples to be tested, or may require that samples be taken and delivered by the Contractor to a laboratory or location designated by the County. In the event samples are taken and furnished to the County by the Contractor, samples shall be representative of the materials to be used and sampled or taken in accordance with the requirement of the Contract Documents and in accordance with good engineering practices.

Authority of the County for Sampling and Testing

The County shall be allowed by the Contractor to witness any sampling or testing by the Contractor or to re-test materials after delivery, after storage, or after installation. The County shall have the authority to determine adequacy and accuracy of testing and to choose the laboratory which will accomplish sampling and testing. All test results shall be provided to the County and the Contractor as soon as possible after testing.

The County may undertake the inspection of materials at the source. The County shall have the cooperation and assistance of the Contractor and the producer with whom they have contracted for materials. The County shall be granted entry to relevant parts of the plant for the production of the materials being furnished.

Storage of Materials

The Contractor is required to provide storage facilities sufficient to ensure the quality and fitness of all materials and equipment to be used in the Work. That portion of the right-of-way and easements not required for public travel may be used for storage purposes, when approved by the County. Any additional storage area as required must be provided by the Contractor. Storage facilities shall be adequately maintained to control dust and mud from leaving the property. The Contractor is required to have insurance in place for stored materials, supplies, and equipment sufficient to cover loss or damage without additional liability or added costs to the County.

Contractor's Storage Facilities

Contractors shall notify the County when using property other than property owned, leased or rented by the Contractor, including vacant property to park and service equipment and store material for use on the County construction contracts. Private property shall not be used for storage purposes without written permission of the property owner or lessee. Equipment, materials, etc., shall be located so as to minimize impact on adjacent properties. The Contractor is required to clean up and restore any property used or affected by their activities promptly upon completion of use.

The Contractor is required to supply the County with:

1. A description of the Contractor's intended uses of the storage facility in connection with the Project,
2. Written permission from property owner to lease or use the property for the intended purposes,
3. A copy of the document evidencing the Contractor's ownership, lease, rights, rental rights or other of the property,

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700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

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E-MAIL: LEWISD@MOHAVE.GOV

The Contractor accepts all liability for damage to property used as storage facilities in relation to the Work.

Unacceptable Materials

All materials and/or equipment not conforming to the requirements of the specifications, whether in place or not, may be rejected. Rejected materials and/or equipment shall be removed immediately from the Site of Work unless otherwise permitted by the County. No rejected material and/or equipment, the defects of which have been subsequently corrected, shall be used until approved in writing by the County.

Materials Furnished by County

Materials and/or equipment, furnished by the County, will either be delivered or made available to the Contractor as indicated in the Contract Documents. The cost of handling and placing shall be considered as included in the Contract price for the pay item with which they are used. The Contractor will be held responsible for all materials and/or equipment accepted by him and will make good any shortages, deficiencies and damages which may occur after such acceptance.

SAFETY, HEALTH, AND SANITATION

Requirement for Safety Precautions

The Contractor is required to provide all safeguards, safety devices and protective equipment and take any other needed actions, on their own responsibility or as the County may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work covered by the Contract, in compliance with the provisions of all applicable Laws including without limitation, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.

Asbestos Materials

If asbestos materials are encountered during any building remodeling/demolition Work, the Contractor shall comply fully with all laws including without limitation, the Arizona Administrative Code, A.A.C. R18-2-901 and notify the County. An extension of Contract Time will be granted for any delay resulting from the asbestos material.

Lead-Containing Paint

Paint and similar surface coating materials shall comply with Laws, and any materials that contain lead compounds and in which the lead content exceeds six hundredths (0.06) of the total weight of the non-volatile content of the paint or the weight of the dried paint film is declared a banned hazardous product and will not be used (Consumer Product Safety Act Part 1303 dated 9-1-77).

Barricades

The Contractor is required to provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Roads, partially or fully closed to traffic, shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness.

Warning Signs

Suitable warning signs shall be provided to properly control and direct traffic. The Contractor shall erect warning signs in advance of any place on the Project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new Work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Manual on Uniform Traffic Control Devices and the requirements of the Contract Documents.

USE OF EXPLOSIVES

The use of explosives or blasting agents is controlled by the Laws, including without limitation, the Uniform Fire Code, which is generally administered by the local or District Fire Department. The Contractor shall obtain a special permit from the appropriate Fire Department or Fire District for the use of explosives. A copy of this permit shall be delivered to the County prior to the use of explosives. If the Fire Department or District does not use the Uniform Fire Code or have a department for enforcement of this Code, the Contractor shall use explosives only when authorized in writing by the County Engineer. The approval by the County Engineer for the use of explosives shall not relieve the Contractor from full compliance with their responsibilities for proper use and handling of the explosives or for any and all damages resulting from their use. The County reserves the right to order the discontinuance of blasting operations at any time.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinances and regulations. Work shall be done in accordance with all applicable Laws, and the recommendations of the AGC Manual of Accident Prevention in Construction, the Institute of Makers of Explosives, and the Occupational Safety and Health Administration Regulations (29 CFR Part 1926 Subpart U). In addition to the applicable regulations, the Contractor shall:

1. Exercise the utmost care not to endanger life or damage property.

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KINGMAN, ARIZONA 86401
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

RFQ NO. 24PS14
PAGE 14 OF 16
PROCUREMENT OFFICER: DUSTY FAYE LEWIS
E-MAIL: LEWISD@MOHAVE.GOV

2. Furnish and erect special signs to warn the public of their blasting operations. Such signs shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.
3. Provide actual notice to each public utility company, having structures adjacent to the Work, of their intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect all affected structures from damage.
4. Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the County Engineer, including a report of any property owners who refused to cooperate and permit entry and inspection.
5. Blasting shall be accomplished in such a manner that all affected buildings, structures, railways, highways, etc. will be safe from rocks and other projectiles. Adequate blasting mats or other means of protection shall be employed when blasting in congested area or close proximity to any of the above improvements. Steel mats shall not be allowed within two thousand (2,000) feet of power lines.
6. At the time of firing, the Contractor shall station men along the road at sufficient distance from the blasting operation to flag down any vehicles.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Requirement to Protect and Restore Property

The Contractor is responsible for the protection and preservation of public and private property during the performance of Work. The Contractor is required to restore damaged property resulting from defective materials, any act, omission, neglect, or misconduct in their manner or method of executing or not executing the Work.

Damaged property must be restored to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.

Protection of Monuments and Property Marks

The Contractor is required to protect carefully from disturbance or damage all land monuments and property marks until the County has witnessed or otherwise referenced their location and shall not move nor restore them until directed, and how directed.

Restoration of Temporary Easements

When construction is within temporary construction easements, the Contractor is required to restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the County, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality.

Dumping of Waste Material

The Contractor shall not dump spoil or waste material on property without first obtaining written permission from the County and the property owner.

GUARANTEE AND WARRANTY PROVISIONS

Warranty Against Defective Work

The Contractor shall guarantee the Work against defective workmanship or materials for a period of two (2) years from the date of final acceptance of the Work under the Contract. The warranties and guarantees provided in this Contract shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law.

Correction of Work After Final Payment: If, within two (2) years after the date of final acceptance of the Work or a portion thereof, or within such longer period as may be prescribed by law or by the terms of any applicable special warranty required by the Contract, any of the Work is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of a written notice from the County to do so, unless the County has previously given the Contractor a written, specific acceptance of such defective condition.

The two (2) year period for discovery shall be extended as to any portion of the Work first performed after final acceptance and the actual performance of the Work.

Warranty Against Unknown or Latent Defects

Should any defects develop within two (2) years from the date of final acceptance due to faults in workmanship or materials the Contractor shall begin making the necessary repairs to the satisfaction of the County at no cost to the County, within fourteen (14) calendar days of receipt of written notice from the County or immediately if determined to be an emergency by the County Engineer. Such Work shall include the repair or replacement of other Work or materials damaged or affected by making the above repairs or corrective Work, all at no cost to the County.

MOHAVE COUNTY PROCUREMENT DEPARTMENT
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RFQ NO. 24PS14
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PROCUREMENT OFFICER: DUSTY FAYE LEWIS
E-MAIL: LEWISD@MOHAVE.GOV

If defects are discovered or develop which are determined by the County Engineer to be an emergency, the County Engineer shall notify the Contractor, via the most expeditious means, regarding the nature and condition of the defects. In turn, the Contractor shall immediately dispatch necessary forces to correct the damage.

Any omission on the part of the County to condemn defective Work or materials at the time of construction shall not be deemed an acceptance, and the Contractor to stop their operations will be required to correct defective Work or materials at any time before final acceptance and within two (2) years thereafter.

Survival of Guarantee

The obligation for correction of work after final payment contained in this section shall survive acceptance of the Work under the Contract and/or termination of the Contract. Nothing contained in this section shall be construed to establish a period of limitations with respect to other obligations which the Contractor might have under the Contract. Establishment of the two (2) year discovery time period relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. If Owner is not the County, Owner retains all warranty rights.

PAYMENT

Scope of Payment

The Contractor shall accept the compensation provided in the Contract Documents Bid as full payment for furnishing all labor, materials, tools, supplies, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract Documents; for loss or damage arising from the nature of the Work from the actions of the elements; from any unforeseen difficulties which may be encountered during the prosecution of the Work; for all risks of every description connected with the prosecution of the Work; for all expenses incurred in consequence of the suspension or discontinuation of the Work as provided in the Contract Documents; and for completing the Work according to the plans and specifications, until the final acceptance by the County.

No compensation will be made in any case for loss of anticipated profits.

Assignment of Payments

The Contractor shall not assign payments of the Contract or any portion thereof without approval of surety and written consent of the County.

Claims for monies due or to become due the Contractor may be assigned to a bank, trust company, or other financing institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of the County and to all deductions provided for in these specifications.

Partial Payments

The County will make a partial payment to the Contractor based on an estimate prepared by the Contractor for Work completed through the last day of the preceding calendar month. Payment will be within thirty (30) calendar days after the invoice has been approved by the County and only after the receipt and approval by the County of lien waivers in accordance with the Contract requirements.

Retainage

The County will retain ten percent (10%) of all estimates as a guarantee for complete performance of the Contract in accordance with ARS Section 34-221, unless the Contractor elects to deposit securities in accordance with ARS Section 34-221, Paragraph 5.

When the Contract is fifty percent (50%) completed, one-half of the amount retained may be paid to the Contractor on the Contractor's request if the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained, and not more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained. If at any time the County determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the County determination.

Products, Supplies, Materials or Equipment on Hand

No partial payment will be made for products, supplies, materials, or equipment on hand or stored on the Project which have not been incorporated into the Work. This does not relieve the Contractor of the responsibilities for the equipment, materials or supplies stored on Site.

Final Payment

Final Payment will be made to the Contractor by the County within thirty (30) days from the date that the Contractor fully completes all the Work required by the Contract Documents including cleanup and restoration, to the satisfaction of the County and only after receipt and approval by the County of lien waivers. The procedures contained in this section shall not be construed to void any provision of the Contract which require notice of delays, provides for negotiation of other procedures for settlement, or provides for liquidated damages.

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RFQ NO. 24PS14
PAGE 16 OF 16
PROCUREMENT OFFICER: DUSTY FAYE LEWIS
E-MAIL: LEWISD@MOHAVE.GOV

LIENS AND LIEN WAIVERS

It is understood and agreed that neither the Contractor nor its subcontractors, agents, employees, laborers, material suppliers, or equipment suppliers shall lien or encumber the Project. The Contractor so agrees on its own behalf as a material part of the Contract Documents. As to the subcontractors, agents, employees, laborers, material suppliers or equipment suppliers, a Payment Bond shall be supplied by the Contractor and shall be in place for this Project, pursuant to A.R.S. §§ 34-222 and 34-223. The Payment Bond together with the Contract shall be recorded with the Mohave County Recorder's Office, pursuant to A.R.S. § 33-1003.

Further, the Contractor shall with each Application for Payment, warrant in writing that it has already paid or will use the monies received from the payment to promptly pay in full all of its laborers, subcontractors, and suppliers for all work materials, services, equipment and any charges or fees associated with and required by the Contract.

With any Application for Final Payment, and prior to payment, the Contractor shall provide to the County its own signed and notarized Unconditional Waiver and Release in a form prescribed herein.

The Contractor shall inform all Project subcontractors, laborers, material suppliers and equipment suppliers that the Project has a Payment Bond posted pursuant to A.R.S. § 34-222, and that thus the subcontractors, laborers, material suppliers and equipment suppliers have no right to lien the Project, but rather shall make claims for non-payment, (if any) directly to the Contractor upon the Payment Bond, pursuant to A.R.S. § 34-223.

PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of Notice of Intent to Award and prior to commencing any construction activities, Contractor shall furnish County with an irrevocable security for the protection of all persons supplying labor and material to Contractor or any subcontractor for the performance of any work related to the Agreement. Payment security shall be in the amount of one hundred percent (100%) of the Contract amount and be payable to Mohave County. Payment security shall be in the form of a payment bond, as required by Arizona law. All payment bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by County and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form required under A.R.S. § 34-222(F). The cost of the bonds shall be included in the bid. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

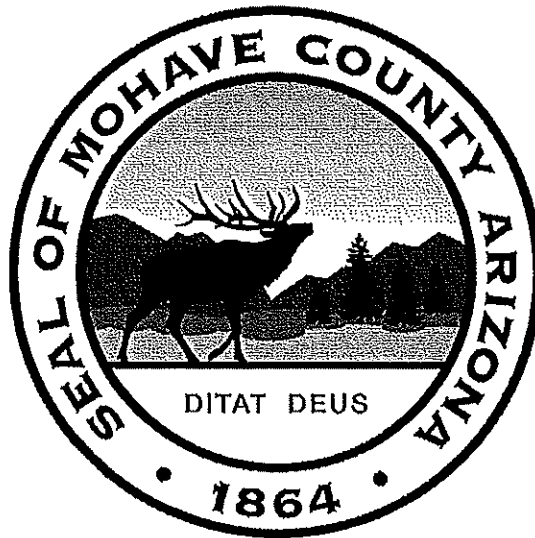
COUNTY OF MOHAVE

**JOB ORDER CONTRACT (JOC)
HVAC CONTRACTORS, SERVICES AND PARTS**

CONTRACT NO. 24PS14-03

**AMBIENT EDGE, LLC
KINGMAN, AZ**

2024



BOARD OF SUPERVISORS

TRAVIS LINGENFELTER

HILDY ANGIUS

BUSTER D. JOHNSON

JEAN BISHOP

RON GOULD

COUNTY MANAGER

SAM ELTERS

CONTRACT SUMMARY

| | |
|--|------------|
| NEGOTIATED FINAL AMBIENT EDGE TASK AND FEE | 06/21/2024 |
| BEST AND FINAL OFFER REQUEST | 06/11/2024 |
| INITIAL TASK AND FEE SCHEDULE | 06/03/2024 |
| INTENT TO NEGOTIATE | 05/29/2024 |
| INITIAL EMCOR SERVICES PROPOSAL | 05/02/2024 |
| REQUEST FOR QUALIFICATIONS NO. 24PS14 | 03/29/2024 |

FORMS:

FORM A – TITLE PAGE

FORM B – CONTRACTOR'S QUALIFICATIONS STATEMENT

OFFER FORM

AWARD SUMMARY:

| | |
|--------------------|---|
| Contractor: | AMBIENT EDGE, LLC |
| Awarded: | Contract – JOB ORDER CONTRACT (JOC) HVAC CONTRACTORS, SERVICES AND PARTS |

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 WEST BEALE STREET, 1st FLOOR EAST
KINGMAN, ARIZONA 86401-5711

TASK SCHEDULE & FEE SCHEDULE FOR 24PS14-03

PAGE 1 OF 1

PROCUREMENT OFFICER: Dusty Faye Lewis
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

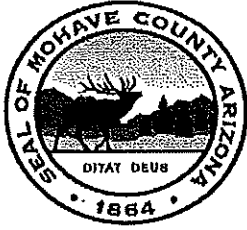
FEE & LOCATIONS SCHEDULE

| ITEM | DESCRIPTION | UNIT PRICE |
|------|--|---------------|
| 1 | Parts costs markup percentage | Cost + 25% |
| 2 | Non-Emergency HVAC Diagnosis & Repair Hourly Rate (Normal Business Hours M-F 8:00am to 5:00pm) | \$105/hour |
| 3 | Emergency HVAC Diagnosis & Repair Hourly Rate (Normal Business Hours M-F 8:00am to 5:00pm) | \$157.50/hour |
| 4 | Emergency HVAC Diagnosis & Repair Hourly Rate (After Hours, Holidays and Weekends) | \$210/hour |

| WITH SERVICE | SERVICE AREA |
|--------------|-------------------------------------|
| × | Kingman and Surrounding Areas |
| × | Lake Havasu and Surrounding Areas |
| × | Bullhead City and Surrounding Areas |
| × | Mohave Valley and Surrounding Areas |

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W. BEALE ST., 1st FLOOR EAST
KINGMAN, ARIZONA 86401

BEST AND FINAL OFFER FOR RFQ NO. 19PS05
PAGE 2 OF 2
PROCUREMENT OFFICER: MICHELLE FINK
PH: (928) 753-0752 Ext. 3 / FAX: (928) 753-0787



MOHAVE COUNTY DEPARTMENT OF PROCUREMENT

Contracts Division Central Services Division
700 West Beale Street, 1st Floor East, Kingman, Arizona 86401-5711
PO Box 7000, Kingman, AZ 86402-7000
Phone: (928) 753-0752 Fax: (928) 753-0787
Website: www.mohavecounty.gov

June 6, 2024

SENT VIA EMAIL
slewis@ambientedge.com

Steven Lewis
Ambient Edge
3270 Kino Ave.
Kingman, AZ, 86409

**SUBJECT: Best and Final Offer Request RFQ NO. 24PS14-03
 Job Order Contracting – HVAC Contractors, Services and Parts**

Mr. Lewis,

Thank you for presenting your fee schedule per my previous request. The County has reviewed your pricing and is now requesting a Best and Final Offer.

The County requesting additional negotiations on the Cost + 50% and propose are reduction down to 25%.

Please fill in and return the attached Best and Final Offer Sheets and return a signed copy to me by July 9, 2024.

Feel free to contact me if you have any questions, my phone number is (928) 753-0752, Ext. 3, or via email at LewisD@mohavecounty.us.

Sincerely,

Dusty Faye Lewis

Dusty Faye Lewis
Procurement Officer

cc. File No. 24PS14-03

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 WEST BEALE STREET, 1st FLOOR EAST
KINGMAN, ARIZONA 86401-5711

TASK SCHEDULE & FEE SCHEDULE FOR 24PS14-02

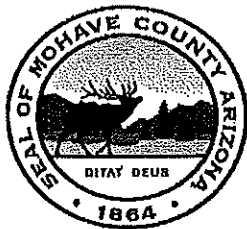
PAGE 1 OF 1

PROCUREMENT OFFICER: Dusty Faye Lewis
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

FEE & LOCATIONS SCHEDULE

| ITEM | DESCRIPTION | UNIT PRICE |
|------|--|---------------|
| 1 | Parts costs markup percentage | Cost + 50% |
| 2 | Non-Emergency HVAC Diagnosis & Repair Hourly Rate (Normal Business Hours M-F 8:00am to 5:00pm) | \$105/hour |
| 3 | Emergency HVAC Diagnosis & Repair Hourly Rate (Normal Business Hours M-F 8:00am to 5:00pm) | \$157.50/hour |
| 4 | Emergency HVAC Diagnosis & Repair Hourly Rate (After Hours, Holidays and Weekends) | \$210/hour |

| WILL SERVICE | SERVICE AREA |
|--------------|-------------------------------------|
| × | Kingman and Surrounding Areas |
| × | Lake Havasu and Surrounding Areas |
| × | Bullhead City and Surrounding Areas |
| × | Mohave Valley and Surrounding Areas |



MOHAVE COUNTY DEPARTMENT OF PROCUREMENT

Contracts Division Central Services Division
700 West Beale Street, 1st Floor East, Kingman, Arizona 86401-5711
PO Box 7000, Kingman, AZ 86402-7000
Phone: (928) 753-0752 Fax: (928) 753-0787
Website: www.mohavecounty.us

May 29, 2024

SENT VIA EMAIL

sneal@ambientedge.com

Sarah Neal
Ambient Edge, LLC
3270 Kino Ave.
Kingman, AZ 86409

**SUBJECT: Intent to Negotiate RFQ NO. 24PS14-03
 Job Order Contracting – HVAC Contractors, Services and Parts**

Ms. Neal,

Thank you for your participation in the above solicitation. Your firm has been selected as one of the top-scoring firms to provide Job Order Contracting services for HVAC Contractors, Services and Parts work as defined in the subject RFQ. Therefore, the County is pleased to invite EMCORE to enter into contract negotiations.

You are required to provide pricing information by completing the attached **Task & Fee Schedule**.

Please submit your proposed fee schedule to me no later than **June 4, 2024**.

Be advised that sub-consultants and other outsourced labor or materials must be charged at cost, with no additional markup, and that the County will pay mileage reimbursements at the current IRS rate, as found here: <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

Please feel free to contact me if you have any questions, my phone number is (928) 753-0752, Ext. 4, or via email at LewisD@mohave.gov

Sincerely,

Dusty Faye Lewis

Dusty Faye Lewis
Procurement Officer I

cc. File No. 24PS14



**RFQ No. 24PS14
Job Order Contract (JOC)
HVAC Contractors, Services and Parts**

May 1, 2024

Hello Mohave County Procurement Department:

I speak on behalf of the entire Ambient Edge, LLC team in expressing our appreciation for the opportunity to submit our response to RFQ No. 24PS14 Job Order Contract (JOC) for HVAC Contractors, Services and Parts.

We look forward to continuing our partnership with Mohave County to provide strategic solutions and services that will address current and future needs in maintaining the various HVAC systems of County facilities. With the County's continued partnership with Ambient Edge, LLC, we will help:

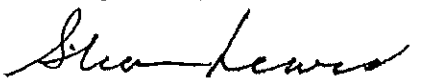
- Maintain existing HVAC systems by performing regular preventative maintenance, extending the life cycle of equipment;
- Evaluate existing systems to provide cost-effective and energy efficient recommendations on aging systems;
- Meet or exceed Mohave County's deadlines for responding to work orders, emergency service requests, performing approved evaluations, repairs, and installations.

Included in this RFQ, you will find responses that meet and exceed your requirements along with all required addendums. Should you need further information to move this process forward and further validate your decision, please let us know. The designated point of contact for all future correspondence Ambient Edge, LLC is:

Sarah Neal, Sales Manager
sneal@ambientedge.com
Direct Line: (928) 715-2030

We are grateful for this opportunity to continue our partnership with Mohave County.

Thank you for your time, ~


Steven Lewis, General Manager
Ambient Edge, LLC



RFQ No. 24PS14
Job Order Contract (JOC)
HVAC Contractors, Services and Parts

1.2.2. Ambient Edge, LLC's experience in regards to testing, inspecting, preparing reports, cleaning and repair of HVAC's is as follows:

REFRIGERATION SYTEMS: Skill Level- Advanced (Upper/Skill Level 9-11)

Testing, inspecting, preparing reports, clean and repair – Standards utilized

Quality Maintenance of Commercial refrigeration Systems – ANSI/ACCA 14 QMref-2015 (attached reference), Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality Audits.

HVAC AC/HP: Skill Level – Advanced (Upper/Skill Level 9-11)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 180-2018 – (attached reference), Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

ICE MACHINES: Skill Level – Advanced (Upper/Skill Level 9-11)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

VRF SYSTEMS: Skill Level – Advanced (Lower/Skill Level 7-8)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Standard Practice for inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 180-2018, Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

CHILLERS: Skill Level – Advanced (Lower/Skill Level 7-8)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 180-2018, Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality Audits.

COOLING TOWERS AND EVAPORATIVE COOLED DEVICES: Skill Level – Intermediate (Upper/Skill Level 5-6)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 190-2018, Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

FURNACES – COMBUSTION UNIT HEATERS: Skill Level – Advanced (Lower/Skill Level 7-8)

Testing, inspecting, preparing reports, clean and repair – Standard utilized

Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 180-2018, Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

BOILERS: Skill Level – Advanced (Lower/Skill Level 7-8)

Testing, inspecting, preparing reports, clean and repair - Standard utilized

Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems – ANSI/ASHRAE/ACCA Standard 180-2018, Location checklist and history stored digitally, Software mandated checklist (technician cannot proceed without completing required tasks), and Quality audits.

RFQ No. 24PS14

Order Contract (JOC)

AC Contractors, Services and Parts



A M B I E N T
E D G E

1.2.3. Service Areas

Ambient Edge, LLC provides services in the following areas within Mohave County, Arizona:

- Kingman
- Golden Valley
- Dolan Springs
- White Hills
- Valle Vista
- Meadview
- Yucca
- Chloride
- Bullhead City
- Fort Mohave
- Mohave Valley
- Golden Shores
- Lake Havasu City

RFQ No. 24PS14

Job Order Contract (JOC)

AC Contractors, Services and Parts



1.2.4. Service Limitations

Ambient Edge is qualified and willing to service a wide range of commercial applications with the exception of centrifugal chillers.



RFQ No. 24PS14
Job Order Contract (JOC)
HVAC Contractors, Services and Parts

1.3 FIRM EXPERIENCE

1.3.1: Identify the individual who has overall responsibility for the firm's operations in regarding to this account. Provide Name, Title, Telephone Number, Email Address, and Physical Work Address.

Responsible Officer: Steven R. Lewis

Title: General Manager

Telephone Number: (928) 718-1017

Email Address: slewis@ambientedge.com

Work Address: 3270 Kino Avenue
Kingman, AZ 86409

1.3.2.: How many employees do you have, and do they all qualify for this type of work?

Ambient currently employs a total of 77 employees within 2 locations (Kingman, Arizona (54), and Henderson, Nevada (23)).

Of the 54 employees assigned to our Kingman, Arizona location, we have a total of 22 HVAC certified technicians and installers who are certified and qualified to perform commercial HVAC work as described in 1.2.2- Experience.

1.3.3: Does your firm have the capacity to meet our needs in regard to these services?

As a larger firm, we can adapt to larger workloads due to structure and systems in place of management. With a rapid onboarding system which includes online training to bring on new support as needed.

1.3.4.: Does your firm have the ability to deliver services within 24 hours?

Yes

1.3.5.: Can your firm meet the Insurance requirements?

Yes



RFQ No. 24PS14
Job Order Contract (JOC)
HVAC Contractors, Services and Parts

1.4. AVAILABLE RESOURCES TO COMPLETE SERVICES

1.4.1. Indicate the availability of the resources available to perform the work as described in the Scope of Services.

- Internal expertise for planning, design and construction HVAC's in place with our current structure. We work with local mechanical engineers for specialized projects requiring mechanical engineering and prints.
- As a larger firm. We can adapt to larger workloads due to structure and systems in place of management. With a rapid onboarding system which includes online training to bring on new support as needed.
- Extended operating hours to accommodate 24 hours per day, 7 days per week service as needed on an emergency basis.
- Established accounts and business relationships with several HVAC vendors to ensure rapid turn-around of orders, preferred and/or contracted pricing, and access to available equipment and materials.

1.4.2. Identify the firm's record of for project completion with other recent clients, including the County.

- **KRMC:**
 - Large Pool Pak - \$70,380.66 – Removal and replacement of two compressors, monitor, main controller, switches, bower pulleys, sensors, contactors, and relay overloads.
 - Small Pool Pak - \$90,279 – Installation of Pool Pak equipment.
 - All KRMC Locations – Contracted PM service for all KRMC locations in Mohave County for 12+ years.
- **NUCOR BAR MILL GROUP:**
 - Pump House #2 - \$57,457 – Installation of 25-ton water cooled indoor unit.

- NUCOR Bar Mill Group - \$8,486.25 – Quarterly PM service on all systems including but not limited to: (8) water cooled systems, (2) 40-ton HVAC systems, (2) 25 ton HVAC systems, and (7) >10-ton HVAC systems.
- **MOHAVE COUNTY:**
 - Mohave County Administration Building - \$498,400 - Removal and replacement of (2) 150-ton chillers and (2) Cooling Towers.
 - Mohave County Fleet Services - \$140,134.40 – Installation of (10) evaporative coolers.
- **COMFORT SYSTEMS USA- STRATEGIC ACCOUNTS**
 - Primary service provider for major building and service management company since 2015. Providing repair, installation, and preventative maintenance services totaling over \$4.4M since 2015.



RFQ No. 24PS14
Job Order Contract (JOC)
HVAC Contractors, Services and Parts

LIST RELEVANT LICENSE NUMBER(S) FOR JURISDICTIONS AND TRADE CATEGORIES IN WHICH YOUR ORGANIZATION IS LEGALLY QUALIFIED TO DO BUSINESS:

- AZ Registrar of Contractors #333029, Class CR-39, Specialty Dual Air Conditioning & Refrigeration, #333030, Class CR-37 Specialty Dual Plumbing (See attached copies)
- City of Bullhead City Business License #500962 (see attached copy)
- City of Kingman Business License #20039 (see attached copy)
- Lake Havasu City Business License #24-00032998 (see attached copy)
- State of Arizona Transaction Privilege Tax License #21399455 (see attached copy)

LIST RELEVANT JURISDICTIONS IN WHICH YOUR ORGANIZATION'S PARTNERSHIP, TRADE NAME, OR FICTITIOUS NAME IS FILED:

- State of Arizona Department of State Trade Name Certification for Plumbing By Jake #9280798

LIST THE RELEVANT HVAC PROJECTS YOUR ORGANIZATION HAS COMPLETED IN THE PAST FIVE YEARS, GIVING NAME OF PROJECT, OWNER, CONTRACT AMOUNT, DATE OF COMPLETION AND PERCENTAGE OF THE COST OF WORK PERFORMED WITH YOUR OWN FORCES:

Kingman Regional Medical Center:

Large Pool Pak Replacement

Contract Amount: \$70,380.66

Date of Completion: December 20, 2023

Percentage of Cost of Work Performed with Our Own Forces: 100%

Small Pool Pak

Contract amount: \$91,040

Date of Completion: March 14, 2023

Percentage of Cost of Work Performed with Our Own Forces: 100%

NUCOR BAR MILL GROUP:

Pump House #2

Contract Amount: \$57,457

Date of Completion: January 26, 2023

Percentage of Cost of Work Performed with Our Own Forces: 100%

MOHAVE COUNTY:

Mohave County Administration Building

Contract Amount: \$498,400

Date of Completion: January 23, 2023

Percentage of Cost of Work Performed with Our Own Forces: 100%

Mohave County Fleet Services

Contract Amount: \$140,134.40

Date of Completion: October 12, 2023

Percentage of Cost of Work Performed with Our Own Forces: 100%

LIST THE RELEVANT HVAC EXPERIENCE AND PRESENT COMMITMENTS OF RELEVANT KEY INDIVIDUALS IN YOUR ORGANIZATION:

Steven Lewis, General Manager brings to the project 30 years of HVAC and refrigeration experience. Education Dynamics Inst. graduate 1997. 10 years' experience as a lead service technician before becoming service manager. Worked as service manager for one year before starting Ambient Edge. Cofounded Ambient Edge with a partner and built company from 2 employees to 75 employees today. Strong skills in troubleshooting and problem solving and setting up systems and processes for business. Carries numerous certifications from manufacturers and institutions. Completed years of business management leadership courses and seminars. Led company to win numerous awards for our industry. As a direct hands-on approach with this company and is committed to its continued success.

Steve Dalkin, Install Filed Supervisor, brings to the project 10+ years of experience working with some of the leading brands in the heating, ventilation and air conditioning industry. Steve is NATE Certified in: Air Conditioning Installation, Air to Air Heat Pump Installation, Gas Heating Installation and he is a certified welder. With his many years of experience in mechanical industry installation.

Jesse Selders, Install Manager, brings with him 10+ years of Refrigeration Mechanical Design and Production Management; 2 years Install Management experience, Certified Quality Manager and is certified in Lean Manufacturing. His installers carry an average of a Level 3 Technician and all carry EPA 608, NATE Core, HP, AC and Gas certifications.

LIST SUPERVISORY PERSONNEL TO BE ASSIGNED TO THE PROJECT, QUALIFICATIONS, AND PROJECT MANAGER INFORMATION:

Corey Johnson, Commercial Service Manager. 15 years progressive experience in HVAC, specializing in all commercial applications. Corey is NATE certified, has all EPA certifications, and is responsible for training and proctoring NATE certification exams for new HVAC staff members.

Jesse Selders, Install Manager. 10+ years experience in HVAC installation, sheet metal fabrication, and mechanical design. Jesse is EPA and NATE certified and is responsible for the overall project management of all residential and commercial HVAC design and installations.

BANK REFERENCES:

Bank Name: Key Bank

Phone: 800-539-9039

Email address: patricia_c_barrett@keybank.com

Checking Account # 329681361211

SURETY:

Name of Bonding Company: Merchants Bonding Company

Name and Address of Agent: Inland Surety Bonds & Insurance Services/HUB International
PO Box 5345, Riverside, CA 92517-5345

CREDIT REFERENCES:

Trane
21415 N 15th Lane, Phoenix, AZ
623-687-2200

Lennox
PO Box 910549, Dallas, TX
602-276-1777

Johnstone Supply
4144 W Sunset Rd, Las Vegas
702-384-3980

IMPORTANT NOTICE
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Ambient Edge LLC
3270 Kino Avenue
Kingman, AZ 86409

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Ambient Edge LLC
3270 Kino Avenue
Kingman, AZ 86409

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
April 30, 2025



Ambient Edge LLC
CONTRACTORS LICENSE NO. ROC 333029 CLASS CR-39

Specialty Dual
Air Conditioning and Refrigeration
THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



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April 30, 2025

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ROC 333029 CLASS CR-39

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CONTRACTORS LICENSE NO.

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Ambient Edge LLC
Plumbing By Jake
3270 Kino Avenue
Kingman, AZ 86409

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LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
April 30, 2025



Ambient Edge LLC
Plumbing By Jake
CONTRACTORS LICENSE NO. ROC 333030 CLASS CR-37

Specialty Dual
Plumbing
THIS CARD MUST BE
PRESENTED UPON DEMAND

[Signature]
JEFF FLEETHAM, DIRECTOR

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Ambient Edge LLC
Plumbing By Jake
3270 Kino Avenue
Kingman, AZ 86409

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LICENSE EFFECTIVE THROUGH April 30, 2025
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Ambient Edge LLC
Plumbing By Jake

CONTRACTORS LICENSE NO. ROC 333030 CLASS CR-37
Specialty Dual
Plumbing

THIS CARD MUST BE
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[Signature]
JEFF FLEETHAM, DIRECTOR

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Ambient Edge LLC
Plumbing By Jake
3270 Kino Avenue
Kingman, AZ 86409

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April 30, 2025

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STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



ROC 333030 CLASS CR-37

Specialty Dual
Plumbing
CONTRACTORS LICENSE NO.

CLASS

THIS CARD MUST BE
PRESENTED UPON DEMAND

[Signature]

CITY OF BULLHEAD CITY CONTRACTOR BUSINESS LICENSE

| | |
|---------------------------|--|
| LICENSEE NAME: | AMBIENT EDGE LLC |
| BUSINESS NAME: | AMBIENT EDGE LLC |
| BUSINESS LOCATION: | 3270 KINO AVE KINGMAN, AZ 86409 |
| LICENSE NO: | 500962 |
| ISSUE DATE: | 5/23/2023 |
| EXPIRATION DATE: | 6/30/2024 |

This license is issued under the provisions of Chapter 5 of the Bullhead City Municipal Code, and is not transferable to any other party or legal entity. This license is valid only at the business location indicated above and must be conspicuously displayed at the business location. This license is valid through the expiration date shown above providing all county, state, federal, and other governmental agencies required licenses and permits are valid and in good standing, including compliance with all codes and requirements.



CITY CLERK



CITY OF KINGMAN
310 NORTH FOURTH STREET
KINGMAN, ARIZONA 86401
(928) 753-5561

LICENSE NO. 20039
PLATE NO.

NOT TRANSFERABLE

THE PERSON LISTED BELOW HAS APPLIED TO CONDUCT BUSINESS UNDER
SECTION 8-121 ETC. OF KINGMAN MUNICIPAL CODE, CITY OF KINGMAN, ARIZONA

LOCATED AT 3270 KINO AVE

LICENSE FEE

\$30

KINGMAN

AZ 86409

PLEASE POST CONSPICUOUSLY

ISSUED TO Ambient Edge, LLC
Ambient Edge, LLC
3270 Kino Ave

CONTRACTOR'S NO. 333029 & 333030

DATE ISSUED 07/29/2021

DATE EXPIRES 12/31/2024

KINGMAN, AZ 86409

Business Type: AIR FILTER SERVICE

Jennifer D. Motie

Director of Finance

LICENSE NO. 24-00032998

LAKE HAVASU CITY

7330 MCCULLOCH BLVD N
LAKE HAVASU CITY, ARIZONA 86403

BUSINESS LICENSE

THE PERSON LISTED BELOW IS HEREBY LICENSED TO CONDUCT THE BUSINESS OF:

LOCATED AT:

1 NON LOCAL RD

TYPE OF BUSINESS:

CONTRACTOR

COMMERCIAL (NON RESIDENTIAL)

| |
|-------------|
| LICENSE FEE |
| \$114.00 |

ISSUED

TO:

FRIENDLY HOME SERVICES UT LLC

DATE ISSUED:

November 22, 2023

EXPIRES

AMBIENT EDGE LLC

DATE EXPIRES:

December 31, 2024

3270 KINO AVE

ISSUED BY:

ADMINISTRATIVE SERVICES DIRECTOR

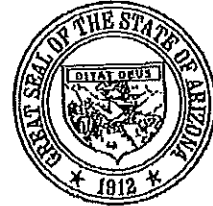
KINGMAN AZ 86409

NOT TRANSFERABLE-MUST BE POSTED

LHC CD-84 (REV. 1.03)

FRIENDLY HOME SERVICES UT LLC
AMBIENT EDGE LLC
3270 KINO AVE
KINGMAN AZ 86409

ARIZONA DEPARTMENT OF REVENUE
 ATTN: Customer Care and Outreach
 PO BOX 29032
 Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2024

ISSUED TO: AMBIENT EDGE LLC
 3270 KINO AVE
 KINGMAN AZ 86409

ALL communications and
 reports MUST REFER to
 THIS LICENSE NO.

► LICENSE: 21399455
 START DATE: 04/01/2021
 ISSUED: 11/18/2023
 EXPIRES: 12/31/2024

LOCATION: CODE 001
 AMBIENT EDGE LLC
 3270 KINO AVE
 KINGMAN, AZ 86409
 2300068724306

BUSINESS CODE

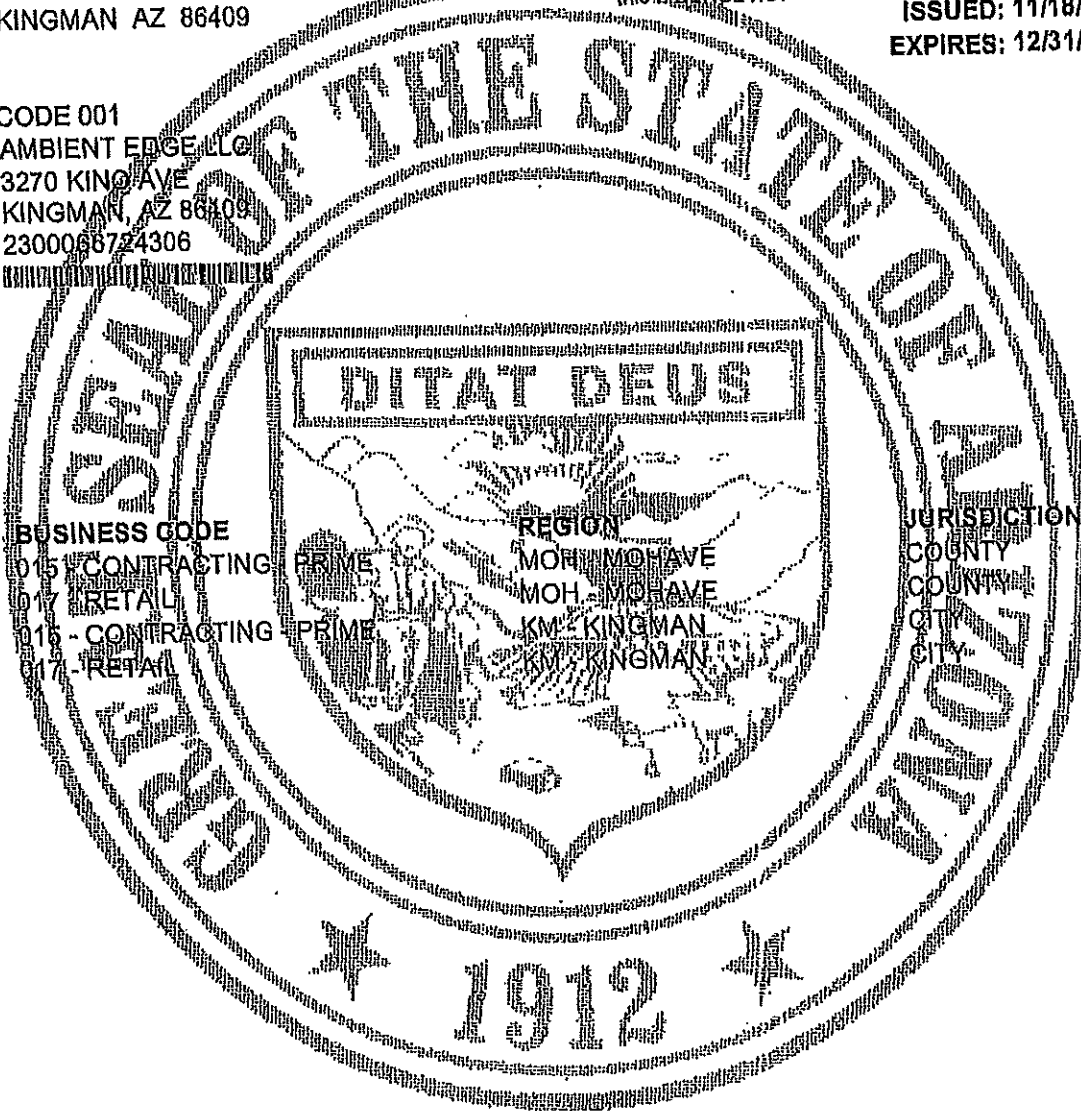
015 - CONTRACTING - PRIME
 017 - RETAIL
 015 - CONTRACTING - PRIME
 017 - RETAIL

REGION

MOH - MOHAVE
 MOH - MOHAVE
 KM - KINGMAN
 KM - KINGMAN

JURISDICTION

COUNTY
 COUNTY
 CITY
 CITY



00224020230000P6969310600224

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-6-2201, license must be displayed in a conspicuous place.

State of Arizona

Department of State

TRADE NAME CERTIFICATION



Plumbing By Jake

I, Katie Hobbs, Arizona Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, on behalf of:

Ambient Edge, LLC

3270 Kino Ave Kingman, AZ 86409

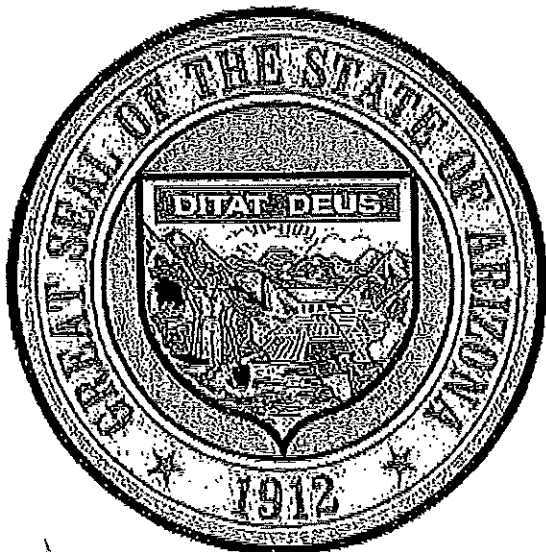
Registration Date: March 17, 2022

Expiration Date: March 17, 2027

Date First Used: May 1, 2021

Filing Number: 9270798

Application Date: March 17, 2022



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at the Capitol in Phoenix, on this day, April 05, 2022.

A handwritten signature in black ink, appearing to be "Katie Hobbs", written over a horizontal line.

Katie Hobbs
Secretary of State

Verification URL: go.azsos.gov/sts6

**AMBIENT EDGE, LLC
LIMITED LIABILITY COMPANY AGREEMENT**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated March 11, 2021, is made by and among Ambient Edge, LLC, a Delaware limited liability company (the "Company"), and ABHC, LLC, a Delaware limited liability company (the "Member").

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.1 Formation; Continuation. The parties agree to continue the Company under and pursuant to the Act. The Company was organized as a limited liability company by the filing of the Certificate pursuant to the Act with the Secretary of State of the State of Delaware on January 25, 2021.

Section 1.2 Name. The name of the Company is "Ambient Edge, LLC" and the Company shall operate under such name, or such other name as may from time to time be selected by the Board (as defined below).

Section 1.3 Purpose. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act, including, but not limited to, ownership and leasing of certain real estate and equipment

Section 1.4 Principal Office; Other Offices. The principal place of business of the Company shall be located at such places of business as the Board may deem advisable,

Section 1.5 Term. The term of the Company commenced with the filing of the Certificate with the office of the Secretary of State of the State of Delaware and shall continue until the Company is dissolved and its affairs are wound up in accordance with this Agreement and the Act.

Section 1.6 Registered Office; Registered Agent. The Company's registered office is located at Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. The Corporation Trust Company shall serve as the registered agent of the Company. The registered office and registered agent may be changed from time to time pursuant to the terms of the Act as the Board may deem advisable.

Section 1.7 Business Ventures. The Member may engage independently or with others in other business ventures of every nature and description, and the Company shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

**ARTICLE II
MEMBER**

Section 2.1 Identity and Limited Liability of Member. The Member shall be the party set forth on Schedule A hereto, as such may be amended from time to time. The Member shall not be liable for the obligations of the Company solely by reason of being a Member.

ARTICLE III **MANAGEMENT**

Section 3.1. General. Except for situations in which the approval of the Member is expressly required by this Agreement, or by nonwaivable provisions of applicable law, the powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of a board of managers (the "Board"; and each member thereof being referred to as a "Manager"). The Member shall have the right to appoint and remove members of the Board from time to time. Effective as of the date of this Agreement, the Member has appointed Joe Bergman as the sole Manager.

Section 3.2 Constitution of the Board; Rights and Powers of the Board; Meetings of the Board. Subject to Section 3.1, the size of the Board, its composition, and the relative voting rights the Managers (including in respect of their designations as Breeze Managers or Non-Breeze Managers (as defined in the Ultimate Parent's LLC Agreement)), shall be as set forth in the Limited Liability Company Agreement of Friendly Partners, LLC, a Delaware limited liability company and the Company's direct or indirect sole member (the "Ultimate Parent"), as the same shall be amended, amended and restated or otherwise modified and in effect from time to time (the "Ultimate Parent's LLC Agreement"). In furtherance of the foregoing, to the fullest extent permitted by applicable law, the provisions of Sections 4.1 through 4.6 and Sections 4.8 through 4.9 of the Ultimate Parent's LLC Agreement are incorporated herein by reference and shall apply to the Company, mutatis mutandis. Any conflict between the provisions of the Ultimate Parent's LLC Agreement and this Agreement shall be construed in favor of the Ultimate Parent's LLC Agreement to the fullest extent permitted by applicable law.

Section 3.3 Officers. The Board may, from time to time appoint one or more individuals as officers and delegate to such officers such authority and duties as the Board deems advisable. In addition, the Board may assign titles (including, without limitation, chairman, chief executive officer, president, chief operating officer, chief financial officer, vice president, secretary, assistant secretary, treasurer or assistant treasurer) to such officers and, unless the Board decides otherwise, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office. Any number of titles may be held by the same individual. The salaries or other compensation, if any, of such officers shall be fixed from time to time by the Board. Any delegation pursuant to this Section 3.3 may be revoked at any time by the Board, in its sole and absolute discretion.

ARTICLE IV **LIABILITY; EXCULPATION**

Section 4.1. Defined Terms. Capitalized terms used in this Article IV, but not defined in this Agreement shall have the meaning set forth in the Ultimate Parent's LLC Agreement, including pursuant to Section 7.1 of the Ultimate Parent's LLC Agreement.

Section 4.2 Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member, nor any Manager, Officer, employee or agent of the Company (including a Person having more than one such capacity) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of acting in such capacity.

Section 4.3 Duties of Members and Managers. None of the Members or Managers have any duties (including fiduciary duties) to any other Member or the Company, and any duties or implied duties (including fiduciary duties) of any Member or Manager to the Company or to any other Member that would otherwise apply at law (common or statutory) or in equity are hereby eliminated to the fullest extent permitted under the Act and any other applicable law; provided, however, that this Agreement does not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. For the avoidance of doubt, each Manager (i) may act in the interest of the Member or Members who designated such Manager hereunder, whether or not such interest conflicts with interests of the Company or any other Member and (ii) shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company or the other Members. The Company and each Member agree that the provisions of this Agreement, to the extent such provisions restrict or limit the duties (including fiduciary duties) or liabilities of the Managers that may otherwise exist at law or in equity, shall replace such other duties and liabilities of the Managers.

Section 4.4 Obligation to Indemnify; Limits.

(a) **General.** The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, its Member, Managers and Officers (and for the avoidance of doubt, the Partnership Representative acting in its capacity as such), or any individual who is a Party to a Proceeding because he or she is or was a Member, Manager or Officer (each, a "Covered Person"), from and against any and all Liability whatsoever arising in connection with the Company, except that the Company may not indemnify a Covered Person for any Liability incurred in a Proceeding in which such Person is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company (i) for acts or omissions that involve intentional misconduct or a knowing violation of law, or (ii) for any transaction for which such Covered Person received a personal benefit in violation or breach of any provision of this Agreement, or as otherwise prohibited by the Act.

(b) **Specific.** Without limiting the foregoing, the Company shall indemnify, hold harmless, and pay all Expenses or Liabilities of any Covered Person who for the benefit of the Company and in accordance with this Agreement makes any deposit, acquires any option, or makes any other similar payment or assumes any obligation in connection with any property proposed to be acquired by the Company and who suffers any financial loss as the result of such action.

Section 4.5 Advance for Expenses.

(a) Prerequisites. The Company must, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by a Covered Person who is a Party to a Proceeding because he or she is a Member, Manager or Officer if such Person delivers to the Company a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior that would result in Liability for (i) intentional misconduct or a knowing violation of law, or (ii) any transaction for which such Covered Person received a personal benefit in violation or breach of any provision of this Agreement; and such Covered Person furnishes the Company a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification under this Article 4 or the Act.

(b) Undertaking. The undertaking required by this Section 4.5 must be an unlimited general obligation of the proposed indemnitee but need not be secured and shall be accepted without reference to the financial ability of the proposed indemnitee to make repayment. If a Person seeks to enforce his or her rights to indemnification in a court pursuant to Section 4.7 below, such undertaking to repay shall not be applicable or enforceable unless and until there is a final court determination that he or she is not entitled to indemnification, as to which all rights of appeal have been exhausted or have expired.

(c) Timing of Payments. Subject to a determination of reasonableness of Expenses pursuant to Section 4.5(d) below, reimbursement or advances for Expenses under this Section 4.5 shall be made not later than thirty (30) days after the later of (i) the Company's receipt of the affirmation and undertaking required by Section 4.5(a), or (ii) the Company's receipt of Supporting Documentation for specific Expenses to be reimbursed or advanced.

(d) Determination of Reasonableness of Expenses.

(i) Procedure for Determination. The Company acknowledges that indemnification of, and advances of Expenses to, a Covered Person under this Section 4.5 has been pre-authorized by the Company, and that no determination need be made for a specific Proceeding that such indemnification or advance of Expenses is permissible in the circumstances because the Covered Person met a particular standard of conduct. Nevertheless, except as set forth in Section 4.5(d)(ii) below, evaluation as to reasonableness of Expenses of a Covered Person for a specific Proceeding shall be made as follows: (A) if there are two or more Disinterested Managers, by a majority vote of the Disinterested Managers; or (B) if there are fewer than two Disinterested Managers, by the Majority Voting Members of the Ultimate Parent.

(ii) Presumption if Determination Not Timely. Notwithstanding the requirement under Section 4.5(d)(i) that the Reviewing Party evaluate the reasonableness of Expenses claimed by the proposed indemnitee, any Expenses claimed by the proposed indemnitee shall be deemed reasonable if the Reviewing Party fails to make the evaluation required by Section 4.5(d)(i) within thirty (30) days following the later of (i) the Company's receipt of the affirmation and undertaking required by Section 4.5, or (ii) the Company's receipt of Supporting Documentation for specific Expenses to be reimbursed or advanced.

Section 4.6 Partial Indemnification. If any Person is entitled under any provision of this Article 4 to indemnification by the Company for some portion of Liability incurred by him or her, but not the total amount thereof, the Company shall indemnify such Person for the portion of such Liability to which he or she is entitled.

Section 4.7 Court Ordered Indemnification and Advances for Expenses.

(a) **Procedure.** A Covered Person who is a Party to a Proceeding because he or she is a Member, Manager or Officer may apply for indemnification or advance for Expenses to the court conducting the Proceeding or to another court of competent jurisdiction. For purposes of this Section 4.7, the Company hereby consents to personal jurisdiction and venue in any court in which is pending a Proceeding to which a Covered Person is a Party. Regardless of any determination by the Reviewing Party as to the reasonableness of Expenses, and regardless of any failure by the Reviewing Party to make a determination as to the reasonableness of Expenses, such court's review shall be a de novo review. After receipt of an adjudication and after giving any notice it considers necessary, the court shall: (i) order indemnification or advance for Expenses if it determines that the Covered Person is entitled to indemnification or advance for Expenses; or (ii) order indemnification or advance for Expenses if it determines, in view of all the relevant circumstances, that it is fair and reasonable to indemnify the Covered Person, or to advance Expenses to the Covered Person, even if he or she failed to comply with the requirements for advance of Expenses.

(b) If the court determines that the Covered Person is entitled to indemnification or advance for Expenses, the Company must pay the Covered Person's reasonable Expenses to obtain court-ordered indemnification or advance for Expenses.

Section 4.8 Witness Fees. Nothing in this Article 4 shall limit the Company's power to pay or reimburse Expenses incurred by a Person in connection with his or her appearance as a witness in a Proceeding at a time when he or she is not a Party to such Proceeding.

Section 4.9 Security for Indemnification Obligations. The Company may at any time and in any manner, at the discretion of the Board, secure the Company's obligations to indemnify or advance Expenses to a Person pursuant to this Article 4.

Section 4.10 No Duplication of Payments. Subject to Section 4.19, the Company shall not be liable under this Article 4 to make any payment to a Person hereunder to the extent such Person has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise payable hereunder. Subject to Section 4.19, the Company's obligation to indemnify or advance Expenses hereunder to a Person who is or was serving at the request of the Company as a Member, Manager, director, Officer, partner, trustee, employee or agent of any other entity shall be reduced by any amount such Person has actually received as indemnification or advancement of Expenses from such other entity.

Section 4.11 Subrogation. In the event of payment under this Article 4, subject to Section 4.19, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee, who shall execute all papers required and shall do everything that

may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 4.12 Specific Performance. In any Proceeding brought by or on behalf of a Covered Person to specifically enforce the provisions of this Article 4, the Company hereby waives the claim or defense therein that the plaintiff or claimant has an adequate remedy at law, and the Company shall not urge in any such Proceeding the claim or defense that such remedy at law exists. The provisions of this Article 4, however, shall not prevent the Covered Person from seeking a remedy at law in connection with any breach of the provisions of this Article 4.

Section 4.13 Insurance. The Company may purchase and maintain insurance on behalf of any one or more indemnitees under this Article 4 and such other Persons as the Board determines against any Liability which may be asserted against or Expense which may be incurred by such Person in connection with the Company's activities, whether or not the Company would have the power to indemnify such Person against such Liability or Expense under the provisions of this Agreement. The Company may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of Expenses and the funding of obligations under this Article 4 and containing such other procedures regarding indemnification as are appropriate.

Section 4.14 Contract Rights. The right to indemnification and advancement of Expenses conferred hereunder to Covered Persons is a contract right and cannot be affected adversely to any Covered Person by any amendment of this Agreement with respect to any action or inaction occurring prior to such amendment; provided, however, that this provision shall not confer upon any indemnitee or potential indemnitee (in his or her capacity as such) the right to consent or object to any subsequent amendment of this Agreement.

Section 4.15 Non-exclusivity. Subject to Section 4.19, the rights of a Covered Person hereunder shall be in addition to any other rights with respect to indemnification, advancement of Expenses or otherwise that he or she may have under contract or the Act or otherwise.

Section 4.16 Amendments. It is the intent of the Company to indemnify and advance Expenses to the Covered Persons to the fullest extent permitted by the Act, as amended from time to time. To the extent that the Act is hereafter amended to permit a Delaware limited liability company to provide to the Covered Persons greater rights to indemnification or advancement of Expenses than those specifically set forth hereinabove, this Article 4 shall be deemed amended to require such greater indemnification or more liberal advancement of Expenses to the Covered Persons, in each case consistent with the Act as so amended from time to time. To the extent that the provisions of this Article 4 are held to be inconsistent with the provisions of the Act, such provisions of the Act shall govern. No amendment, modification or rescission of this Article 4, or any provision hereof, the effect of which would diminish the rights to indemnification or advancement of Expenses as set forth herein will be effective as to any Covered Person with respect to any action taken or omitted by such Person prior to such amendment, modification or rescission.

Section 4.17 Severability. In the event that any of the provisions of this Article 4 (including any provision within a single section, subsection, division or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions of this Article 4 will remain enforceable to the fullest extent permitted by law.

Section 4.18 Indemnification of Employees and Agents. The Company may indemnify and advance Expenses under this Article 4 to an employee or agent of the Company who is not a Member, Manager or Officer to the same extent and subject to the same conditions that a Delaware limited liability company could indemnify and advance Expenses to a Member or Manager, or to any lesser extent (or greater extent if permitted by law) determined by the Board, in each case consistent with public policy.

Section 4.19 Indemnitor of First Resort. The Company hereby acknowledges that certain Covered Persons (the "Specified Covered Persons") may have rights to indemnification and advancement of expenses provided by a Member or its Affiliates (directly or by insurance retained by such entity) (collectively, the "Member Indemnitors"). The Company hereby agrees and acknowledges that (i) it is the indemnitor of first resort with respect to the Specified Covered Persons, (ii) it shall be required to advance the full amount of expenses incurred by the Specified Covered Persons, as required by the terms of this Agreement (or any other agreement between the Company and the Specified Covered Persons), without regard to any rights the Specified Covered Persons may have against the Member Indemnitors and (iii) it irrevocably waives, relinquishes and releases the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Member Indemnitors on behalf of the Company with respect to any claim for which the Specified Covered Persons have sought indemnification from the Company shall affect the foregoing and the Member Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Specified Covered Persons against the Company.

Section 4.20 Limitations. Notwithstanding anything to the contrary in this Article 4, in no event shall any Person be entitled to indemnification or advancement hereunder for such Person's fees and expenses incurred in an action or proceeding against the Company, its subsidiaries, Members or Affiliates, other than such actions or proceedings to enforce such Person's rights under this Agreement.

ARTICLE V

ALLOCATIONS; DISTRIBUTIONS; CAPITAL CONTRIBUTIONS

Section 5.1. Allocations. All income, gain, loss, deductions and credits of the Company shall be allocated to the Member.

Section 5.2. Distribution of Company Funds. After providing for the payment of any amounts due on any indebtedness of the Company and providing for a reasonable reserve for the payment of expenses of the Company, any remaining cash funds of the Company may be distributed or advanced to the Member.

Section 5.3. Capital Contributions. The Member may, but is not required to, make capital contributions to the Company.

ARTICLE VI

FISCAL YEAR, ACCOUNTING, INSPECTION OF BOOKS

Section 6.1. Fiscal Year and Accounting. Except as otherwise determined by the Board, the fiscal year of the Company shall be the calendar year. The books of the Company shall be kept on such method as the Board shall from time to time determine consistent with generally accepted accounting principles.

Section 6.2. Inspection of Books. The books of the Company shall at all times be available for inspection and audit by the Member at the Company's principal place of business during business hours.

ARTICLE VII

DISSOLUTION

Section 7.1. Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following events: (a) the Board approves in writing the termination and dissolution of the Company or (b) any other event requiring dissolution under the Act. Notwithstanding the dissolution of the Company, the business of the Company shall continue to be governed by this Agreement until the winding up of the Company occurs.

Section 7.2. Distribution Upon Dissolution. Upon dissolution, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company's assets) shall be distributed to the Member. The Company shall terminate when all property has been distributed to the Member.

ARTICLE VIII

CERTIFICATES; UNITS

Section 8.1. Certificates. The Company may issue certificates to represent the Units. The name of each Member, together with the number of Units held by such Member, shall be entered on the books of the Company and on Schedule A hereto.

Section 8.2. Units. A "Unit" means a unit of interest of a Member in the Company at any particular time, including without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to vote, consent or approve, if any. All of the outstanding Units of the Company shall be set forth on Schedule A hereto, which shall be amended as necessary to reflect new Units and new Members.

Section 8.3. Unit Transfer. Units of the Company shall only be transferred on the books of the Company by the holder of record thereof or by such holder's attorney duly authorized in writing, pursuant to the terms of this Agreement, with such evidence of the authenticity of such transfer and other matters as the Company may reasonably require. It shall be the duty of the Company to record any such transfers on its books.

Section 8.4. Restricted Securities. THE UNITS HAVE NOT BEEN REGISTERED UNDER APPLICABLE FEDERAL OR STATE SECURITIES LAWS AND INSTEAD HAVE BEEN ISSUED PURSUANT TO EXEMPTIONS CONTAINED IN SAID LAWS.

ARTICLE IX **GENERAL PROVISIONS**

Section 9.1. Modification. This Agreement may be amended or modified by the written consent of the Member.

Section 9.2. Governing Law; Severability. All questions with respect to the construction of this Agreement and the rights and liabilities of the Member or the Managers shall be determined in accordance with the applicable provisions of the laws of the State of Delaware. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

Section 9.3. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

Section 9.4. Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.


Section 9.5. Entire Agreement. This Agreement contains the entire understanding of the Member and the Company respecting the subject matter hereof and supersedes all prior agreements, discussions and understandings.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Limited Liability Company Agreement as their act and deed, to be effective as of the day and year first above written.

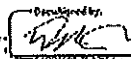
COMPANY:

AMBIENT EDGE, LLC

By: 
Name: William J. Coughlin
Title: President

MEMBER:

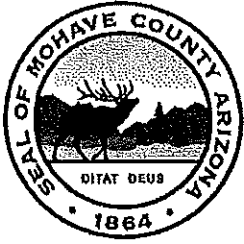
AEHC, LLC

By: 
Name: William J. Coughlin
Title: President, Secretary & Treasurer

Schedule A
to Limited Liability Company Agreement
of Ambient Edge, LLC

As of March 11, 2021

| Member Name and Address | Units |
|---|-------|
| AEHC, LLC 1230 Avenue of the Americas, Suite 1923 New York, NY 10020 | 100 |
| Total: | 100. |



COUNTY OF MOHAVE
NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ No. 24PS14
JOB ORDER CONTRACT (JOC)
HVAC CONTRACTORS, SERVICES AND PARTS

RFQ DUE DATE: May 2, 2024 @ 2 P.M. LOCAL AZ
SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale St., First Floor East
Kingman, AZ 86401

PRE-SUBMITTAL WEB CONFERENCE DATE: April 15, 2024
TIME: 2:00 P.M. LOCAL AZ TIME
Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Meeting ID: 252 382 957 11 Passcode: dGz7Sk
Or call in (audio only)
+1 623-473-7231, 362919770# United States, Phoenix
Phone Conference ID: 362 919 770#

QUESTIONS SHALL BE DIRECTED TO: **DUSTY FAYE MARTINEZ**
PROCUREMENT OFFICER
(928) 753-0752 Opt. 4
MartiD@mohave.gov

Notice is hereby given that the County of Mohave, hereinafter referred to as "County" is conducting a competitive ONE-STEP PROCESS to select qualified Contractors, appropriately licensed in the State of Arizona, to perform HVAC Maintenance, Repair, Parts, and Emergency Services. Professional services will include but are not limited to the items listed under Scope of Services. Mohave County invites interested firms to submit written Statements of Qualifications relating to this Solicitation.

A complete copy of this Request for Qualifications (RFQ) and possible amendments may be obtained from the County website at: <http://procurementbids.mohave.gov>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this Solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona.

Written questions regarding this RFQ must be received by the Procurement Department no later than April 22, 2024. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ.

All submittals must be received by the due date and at the submittal location specified herein. Any response received at the specified submittal location after the due date and time assigned will be returned unopened. The County reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a Contract is finalized or all proposals are rejected.

April 3 & April 10, 2024
Publish Dates

Issue Date: March 29, 2024

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W BEALE ST., FIRST FLOOR EAST
KINGMAN, ARIZONA, 86401

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PH: (928) 753-0752 / FAX: (928) 753-0787

INTRODUCTION & GENERAL INFORMATION

1. GENERAL INFORMATION

- 1.1. PURPOSE:** Mohave County, Arizona ("County") intends to establish Job Order Contracts and is inviting the submission of Statements of Qualification ("SOQ") from qualified Contractors, appropriately licensed in the State of Arizona, to perform Heating, Ventilation, and Air Conditioning (HVAC) maintenance, repairs, unit or component replacements, and emergency services.

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout Mohave County. Services will be requested on an as-needed, if-needed basis; and, the resultant Contracts are neither exclusive nor imply a commitment by Mohave County that the Contractors' services will be required.

OBJECTIVE: The objective of this contract is to provide maintenance, repair, equipment replacement, and the supply of parts and labor for HVAC systems including, but not limited to: rooftop mounted packaged units, split systems, evaporative coolers, refrigeration equipment, chillers, boilers, cooling towers, pumps and other supplemental support equipment. The County is seeking to award multiple contracts to provide a variety of HVAC Services, Parts, and Supplies on an ongoing basis at facilities located throughout the County.

- 1.2. SOLICITATION DOCUMENTS:** The complete solicitation includes the Request for Qualifications (RFQ) and all associated exhibits.

1.2.1. The RFQ sections are as follows:

NOTICE OF REQUEST FOR QUALIFICATIONS
INTRODUCTION & GENERAL INFORMATION
SCOPE OF SERVICES

INSTRUCTIONS TO OFFERORS
SPECIAL TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS
OFFER FORM

1.2.2. The RFQ includes the following documents, exhibits and forms:

1.2.2.1. *Form A – Title Page*

1.2.2.2. *Form B – CONTRACTOR'S QUALIFICATIONS STATEMENT*

1.2.2.3. *Exhibit I – Major Equipment List, HVAC Systems and Parts*

- 1.3. DEFINITIONS:** Definitions of select terms used frequently in this RFQ may be found in Terms and Conditions, STANDARD TERMS AND CONDITIONS, Section 2.

2. AREAS AND LEVELS OF SERVICE

- 2.1.** The County intends to select Contractors per service area for each service level. Contractor(s) will not be required to service all areas. Each Contractor shall maintain a list the areas they are able to provide service.

2.1.1. Service areas shall be defined as:

2.1.1.1. Kingman and the surrounding area, including Golden Valley, Chloride, Meadview, Yucca, Valle Vista, and Dolan Springs.

2.1.1.2. Bullhead City and the surrounding area, including Fort Mohave and Mohave Valley, and Golden Shores.

2.1.1.3. Lake Havasu City and the surrounding area.

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3. SELECTION PROCESS: Selection will follow a one-step process as described below:

- 3.1.1. **Evaluation of SOQs:** Offerors must submit a Statement of Qualifications ("SOQ") for evaluation per the criteria established in this RFQ.
- 3.1.2. The County will evaluate the submittals and initiate contract negotiations with the top-ranked Offerors to develop Contract Rates. The County does not intend to hold interviews with Offerors.
- 3.1.3. If negotiations are unsuccessful, the County will formally terminate negotiations with the top-ranked firm(s) and begin negotiations with the next highest-ranked Offeror.

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SCOPE OF SERVICES

1. JOC PROCESS AND PROJECT MANAGEMENT:

- 1.1. Job Orders: During the term of the JOC, work will be performed through issuance of individual job orders. Each job order, initiated by the County, is defined cooperatively by the County and Contractor. Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in an executed Job Order Proposal prior to proceeding with the work.

2. SERVICE REQUIREMENTS/SUMMARY:

- 2.1. The Contractor shall furnish HVAC service labor, equipment, maintenance parts & components, materials, supplies etc., requested, within the turn-around times specified below from the time of notification by County:
- 2.1.1. Within 24 hours to initial site visit for initial evaluation.
 - 2.1.2. Within 24 hours for repairs and return to service if only local (Mohave County) stock parts are needed.
 - 2.1.3. Within 72-hours for repairs and return to service (for Emergencies) if non-stock parts are needed.
 - 2.1.4. Within 7 business days for repairs and return to service (for Non-Emergencies) if non-stock parts are needed.
 - 2.1.5. The County may agree to longer service times on a case-by-case basis.
- 2.2. HVAC, maintenance, parts, and supplies includes, but is not limited to, items listed in Section 9.0 HVAC/ System Parts, make-up air gas heating systems, air handler options and air cleaning options, parts and aftermarket products, any other HVAC, Evaporative Coolers, Air Conditioners, and Refrigeration Equipment, Parts and Supplies offered by Contractor.
- 2.3. The Contractor is hereby notified of hazardous work conditions such as fall hazards, electrical shock hazards, exposure to extreme heat or cold, hazardous materials, confined spaces, and other work conditions normally encountered in this type of work. Contractor is solely responsible for employees following industry prescribed and OSHA required safety practices including, but not limited to lock out-tag out, fall prevention, burns, etc. Contractor at his expense shall provide all personal protective equipment required. County will inform the Contractor(s) of job specific hazardous conditions such as asbestos containing material, other specialized OSHA regulated work hazards. If the Contractor(s) encounters any additional hazardous materials or conditions all work must STOP and County shall be notified immediately.
- 2.4. Contractor(s) shall notify County immediately of any occurrence or condition within the services areas that interfere with the full performance of the contract and confirm it in writing within 24 hours.
- 2.5. During the performance of work under this Contract, the Contractor(s) shall take all necessary precautions for the protection of the public and County property and prevention of accidents. This includes, but is not limited to the use of tools, signs, barricades, cones and electric warning lights, approved by County in order to guard the public against any impeding danger. The Contractor(s) shall provide and maintain all barricades and other barriers related to the work during the period of the contract.
- 2.6. Some work may require performance and payment bonds, per ARS 34-222.

3. PERSONNEL:

- 3.1. Qualifications of Personnel: The selected Contractor(s) shall employ sufficient qualified staff who can arrive on the site within the specified time period. Technicians shall have the training and necessary experience needed for proper performance of this work. Technicians performing work shall have all EPA refrigerant handling certifications required for the type of work being performed.
- 3.2. The selected Contractor(s) shall have factory trained service technicians who is experienced in servicing and maintaining the equipment listed in this contract.
- 3.3. Onsite Personnel:
- 3.3.1. The name(s) and cell phone number(s) of all key onsite personnel must be provided by the selected firm. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing facility and a copy to the procurement officer of record.
 - 3.3.2. The key onsite personnel shall have the authority to facilitate the work, prioritize the activities, determine the weekly (seasonal), weekends, and holiday's schedules, participate in the day to day decisions concerning maintenance, and assist the County Project Manager in making onsite inspections and coordinating the facilities operational needs and requirements.

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- 3.3.3. All onsite personnel shall be attired in appropriate uniforms (pants, hats or shirts, etc.) that identify the selected firm while on County property.
- 3.3.4. Onsite personnel may be required to follow special procedures per the Manager or their designee when accessing buildings and shall follow the required procedures.
- 3.3.5. Notify the Project Manager of the date, time and place to meet.

4. SUBCONTRACTING:

- 4.1. All subcontractors shall meet the same contract requirements as the Contractor. Under no condition will any work specified be subcontracted without the designated County representative's prior approval. If there is a subcontractor, qualifications shall be provided to the County for review and approval. Contractor(s) shall have their own tools, ladders, PPE, and follow all prescribed safety procedures, etc.

5. INVENTORY AND TEST EQUIPMENT:

- 5.1. The Contractor(s) shall ensure the ability to meet response times as outlined in the RFQ.
- 5.2. Contractor(s) shall maintain or have access to an adequate inventory of standard replacement parts for common components in the systems under contract. Contractor(s) shall have their own tools, ladders, parts, etc.

6. MAINTENANCE: Maintenance will be performed on an as needed basis.

- 6.1. Maintenance Scheduling:
 - 6.1.1. The Mohave County Project Manager will ensure a uniform and detailed method of defining maintenance tasks is communicated to the Contractor for the requested Preventative Maintenance work.
 - 6.1.2. All maintenance tasks shall be scheduled based on the manufacturers' maintenance recommendations and according to industry standards.
 - 6.1.3. The Contractor shall maintain and shall be required to show copies of maintenance reports to demonstrate compliance to these requirements. Where these Task Schedules differ from the equipment manufacturer's recommendations, the manufacturer's recommended maintenance procedures shall take precedence, unless approved by the County Project manager beforehand.

7. GENERAL MAINTENANCE PROCEDURES AS NEEDED BASIS: The Contractor must:

- 7.1. Have the ability to receive service requests via telephone, an Internet web site, e-mail, or centralized call center on a normal Monday thru Friday work week (8:00am to 5:00pm), and an after-hours live person telephone contact for emergencies.
- 7.2. Provide a written service report on the vendor's forms for each unit on each site visit. At a minimum, the report shall include:
 - 7.2.1. Date, Time and Name of Technician performing service.
 - 7.2.2. Written condition report outlining any notable conditions found during the inspection and corrective action recommendations for the conditions.
 - 7.2.3. A written summary of the work completed.
 - 7.2.4. Quantities of any parts and/or consumables used.
 - 7.2.5. A written proposal for all recommended corrective action work shall accompany the report. The proposal shall include costs for providing the materials, labor, freight and taxes associated with the corrective actions. A separate written authorization will be issued by the County Project Manager to perform any repairs deemed necessary.
 - 7.2.6. All Parts and consumables must meet or exceed the manufacturer's specifications and/or recommendations.
- 7.3. Have quality processes that ensure equipment is serviced and work actions are recorded in a uniform manner every time, regardless of the assigned technician.
- 7.4. Have the ability for service requests and maintenance activities to be tracked to completion in a timely manner.
- 7.5. Maintenance and Repair Calls as needed basis:
 - 7.5.1. Services under this agreement shall be performed during the normal working hours defined as 8:00 AM through 5:00 PM. When major equipment needs to be turned off for servicing, including but not limited to maintenance, repairs and any scheduled overhauls, and it would not be acceptable to do so during normal business hours, the Contractor(s) shall be available to do work after normal business hours.
 - 7.5.2. Contractor shall respond to all service requests, including repair calls regardless of weather conditions. Repair calls shall be responded to within eight (8) hours to the site location. All repair service shall be

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reviewed by and agreed to by a designated Facility representative. Repair services are defined as those services that are required to keep HVAC units, Refrigeration equipment, chillers, cooling towers, air moving equipment and pumps in operating condition. The Facility will provide reasonable means of access to all equipment covered by the resulting agreement. The Contractor(s) shall schedule the start and stop of all primary equipment that is incidental to the operation of the systems as arranged with County representatives. All equipment shall be repaired to equipment manufacturer's specifications, unless otherwise agreed to by the County.

8. EMERGENCY SERVICE AS NEEDED BASIS:

- 8.1. Unless an exception is approved by the County Project Manager, all major systems must be back on line and operating per schedule outlined above.
- 8.2. The selected Contractor(s) shall provide emergency service as a part of this agreement including:
 - 8.2.1. All labor, overtime, travel, mileage, discount parts, supplies, etc. to diagnose and repair any failed equipment. All expenses incurred and expended on such a call are included in the cost of this program and there will be no additional compensation to the selected firm.
 - 8.2.2. Emergency service shall be provided as often as needed, on a 24-hour basis, weekends and holidays included.
 - 8.2.3. Service personnel shall arrive on-site within 4 hours or a time-frame that is agreed upon by the Contractor(s) and County, after notification of an emergency situation.
 - 8.2.4. At least one emergency phone number, available 24/7, that shall be answered by a person, not a recording.

9. PARTS, LABOR AND COMPLETE REPLACEMENT AS NEEDED BASIS:

- 9.1. The Contractor(s) must:
 - 9.1.1. Repair or replace worn parts or complete components covered under this contract with new parts equal to the original equipment manufacturer's specifications.
 - 9.1.2. Be responsible for proper disposal of old parts, materials and equipment in accordance to government and environmental regulations.
 - 9.1.3. Repair and replacement parts, components, and devices for the mechanical systems and equipment shall be provided by the selected firm and will be included in the cost of this service program.
 - 9.1.4. All miscellaneous parts, supplies and consumables, including but not limited to those necessary to maintain the mechanical systems and equipment shall be supplied by the Contractor(s) and shall be included in the cost of the work (belts, fuses, valves, valve packing, insulation, lubricants, oil, tools, paints, refrigerant, test instruments, meters, etc.).
 - 9.1.5. If it is determined, and mutually agreed upon, that any major equipment under this agreement has passed its useful life and cannot be repaired, the selected Contractor(s) shall provide a quote for the replacement of the equipment upon request.
 - 9.1.6. Major equipment replacement to be performed under this agreement will be for the cost of equipment, consumables and installation labor only and all conditions of the contract shall apply. Any other additional charges for freight, other materials, travel, etc. will not be allowed unless otherwise authorized by the County Project Manager. A breakdown of all charges may be requested by the County Project Manager.
 - 9.1.7. Have written approval prior to proceeding with major repairs by the County Project Manager. It is understood and agreed that the County has the right to reject the written quotation for the major equipment replacement and subject the requirement to competitive quotation separate from this contract.
 - 9.1.8. Provide documentation in cases of major equipment failure that all maintenance was completed per manufacturer's requirements to ensure that failure was not the result of neglect or deferred maintenance.

10. SERVICES FOR MECHANICAL SYSTEMS:

- 10.1. O&M and emergency services, equipment replacement, and new installations shall be performed in accordance as requested by County. A designated County representative must authorize, in writing, maintenance activities prior to services being performed and may elect to be present for maintenance activities performed.
- 10.2. The Contractor may be required to provide maintenance and repair services to HVAC equipment including, but not limited to the following:

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- 10.2.1. Evaporative Cooler Equipment
- 10.2.2. Direct Exchange (Packaged and Split System) HVAC & Refrigeration Equipment
- 10.2.3. Variable Refrigerant Flow Systems & Equipment
- 10.2.4. Air Moving Equipment
- 10.2.5. Variable Speed Drives
- 10.2.6. Hydronic Based Systems
- 10.2.7. Air Side Equipment
- 10.2.8. Water Side Equipment
- 10.2.9. Chillers
- 10.2.10. Boilers
- 10.2.11. Cooling Towers and Cooling Tower Fans
- 10.2.12. Plate Heat Exchangers

11. SCHEDULING: For capital equipment with periodic maintenance described above, Contractor(s) may be required to establish a schedule with the locations for services monthly, quarterly or as needed.

12. HOURLY RATES All hourly rates are to be billed in 15-minute increments including weekends, holidays, and regular hours.

13. COUNTY RESPONSIBILITIES:

13.1. County shall provide free access to the job site and support utilities such as 115V service power.

14. NOTICES CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS:

14.1. Invoices shall be submitted within thirty (30) days of the end of the month for which services are rendered.

14.2. Invoices shall be paid by COUNTY within thirty (30) days following receipt of the invoice.

14.3. In the case of any dispute regarding part of any invoice, COUNTY shall pay the undisputed part according to the payment terms described above.

14.4. Invoices shall be sent to the following address:

Mohave County
Facilities Division
P.O. Box 7000
Kingman, AZ 86402-7000
Phone: (928) 757-0927
Email: facilitiesmaintenance@mohave.gov

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 W BEALE ST., FIRST FLOOR EAST
KINGMAN, ARIZONA, 86401

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PH: (928) 753-0752 / FAX: (928) 753-0787

INSTRUCTIONS TO OFFERORS

1. EVALUATION CRITERIA

1.1. TITLE PAGE – PASS / FAIL

1.1.1. **Form A - Title Page** (does not count toward page limit) must be completed and submitted with the Offeror's SOQ.

1.2. QUALIFICATIONS AND EXPERIENCE - 40 POINTS

1.2.1. **Form B – Contractors Qualifications Statement** must be submitted with the Offeror's SOQ

1.2.2. What is your experience in regard to testing, inspecting, preparing reports, cleaning and repair of HVAC'S? Please elaborate by systems. Two (2) pages please.

1.2.3. Contractor/s will not be required to service all areas. Provide a list of the areas you are able to provide service.

1.2.4. Contractors shall provide a list of the types of systems they are not able or willing to service.

1.3. FIRM EXPERIENCE– 35 POINTS

1.3.1. Identify the individual who has overall responsibility for the firm's operations in regrading to this account. Provide Name, Title, Telephone number, Email address and physical work address.

1.3.2. How many employees do you have, and do they all qualify to do this type of work?

1.3.3. Does your firm have the capacity to meet our needs in regard to these services?

1.3.4. Do you have the ability to deliver services within 24 hours?

1.3.5. Can your firm meet the Insurance requirement?

1.4. AVAILABLE RESOURCES TO COMPLETE SERVICES – 25 POINTS

1.4.1. Indicate the availability of the resources available to perform the work described in the Scope of Services

1.4.2. Identify the firm's record for project completion with other recent clients, including the County.

1.5. GENERAL

1.5.1. **Additional Investigations:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

2. PARTICIPATION AND SUBMISSION INSTRUCTIONS

2.1. NON-MANDATORY PRE-SUBMITTAL WEB CONFERENCE:

2.1.1. The date and time of the Pre-Submittal Conference is indicated on the cover page of this document.

2.1.2. The purpose of the pre-submittal conference is to clarify the contents of this RFQ in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the RFQ. Oral statements or instructions will not constitute an amendment to this RFQ. No minutes or recording will be taken at the Pre-Submittal Conference.

2.2. INQUIRIES:

2.2.1. Any question related to this Solicitation must be directed to the Procurement Officer whose name appears on the cover page of this Solicitation. Offerors may not contact or ask questions of end-user departments prior to award.

2.2.2. Questions must be submitted in writing. Conventional mail, facsimile, or email may be used, but email is preferred.

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2.2.2.1. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

2.2.3. Oral interpretations or clarifications will have no legal effect. Only questions answered by formal written solicitation amendment will bind the County.

2.3. VENDOR APPLICATION: Prior to the award of a contract, the offeror should have a completed vendor application on file with the Procurement Department. The completed vendor application is required for payment processing. Public access to the internet is available at all public libraries and the vendor application can be downloaded from the procurement website at: <http://procurement.mohave.gov>

2.4. SUBMITTAL INSTRUCTIONS:

2.4.1. To be considered, the Offeror must deliver a complete submittal to the Mohave County Procurement Department at the location indicated on the Notice Page no later than the specified opening date and time.

2.5. LATE SUBMITTALS:

2.5.1. Late submittals will not be considered, regardless of the cause. Any submittal received after the submission deadline will be rejected and may be returned to the Offeror.

2.5.2. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their submittals to avoid late delivery.

2.5.3. The Offeror's submittal must be presented in a sealed envelope. The following must be clearly written or marked on the envelope:

2.5.3.1. Offeror's name

2.5.3.2. Return address

2.5.3.3. The words "SEALED SUBMITTAL"

2.5.3.4. Solicitation number

2.5.3.5. Solicitation description

2.5.3.6. Date and Time of Submittal Opening (as specified herein, or as otherwise specified in a bid amendment)

3. STATEMENT OF QUALIFICATION (SOQ) FORMATTING AND ACCEPTANCE REQUIREMENTS

3.1. SUBMITTAL FORMAT:

3.1.1. A complete submittal must include:

3.1.1.1. One (1) original and three (3) copies of the submittal on the forms and/or in the format specified in the RFQ.

3.1.1.1.1. The original copy of the submittal must be clearly labeled "Original" and shall be unbound and single-sided.

3.1.1.1.2. The original copy must include an original signed offer page and original signed copies of all solicitation amendments.

3.1.1.2. A digital copy of the submittal, in PDF format, on a compact disc or a flash drive.

3.1.1.3. A one-page Cover Letter expressing interest in the project.

3.1.1.3.1. The cover letter shall identify a single individual as point of contact for all future correspondence.

3.1.1.4. A complete SOQ providing all information listed in the **INSTRUCTIONS TO OFFERERS, 1. EVALUATION CRITERIA.**

3.1.1.4.1. Form A - Title Page

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3.1.1.4.2. Form B – Contractors Qualifications Statement

3.1.1.5. **PAGE LIMIT:** The SOQ may not exceed twenty-five (25) pages, single sided. Text font must be 12 pt. Times New Roman, Calibri, Arial, or similar. The page limit requirement does not apply to the cover letter, charts, graphs, licenses, registrations, certification, and resumes, but all information provided should be concise and relevant.

3.1.1.6. The material must be in sequence and related to the RFQ.

3.1.1.7. The sections of the submittal must be tabbed and clearly identifiable.

3.2. PREPARATION OF SUBMITTAL:

3.2.1. The Offer and Acceptance page must be submitted with an original ink signature by the person authorized to sign the submittal.

3.2.2. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.

3.2.3. Periods of time, stated as a number of days, shall be in calendar days.

3.2.4. It is the Offeror's responsibility to: examine the entire RFQ package, seek clarification of any requirement considered unclear; and check all responses for accuracy before submitting a proposal. Negligence in preparing a submittal confers no right of withdrawal after due time and date.

3.2.5. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFQ.

3.2.6. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.

4. ADVISORIES AND RELATED INSTRUCTIONS

4.1. REQUEST FOR ADDITIONAL INFORMATION: The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of a submittal. Any such request shall be for informational purposes only.

4.2. ACCEPTANCE OF SUBMITTAL:

4.2.1. Notwithstanding any other provision of the Solicitation, the County reserves the right to:

4.2.1.1. Waive any immaterial defect or informality;

4.2.1.2. Reject any or all offers, or portions thereof; or

4.2.1.3. Cancel and reissue the Solicitation.

4.3. FAMILIARIZATION WITH SCOPE OF SERVICES: It is the Offeror's responsibility to be familiar with the Scope of Services, applicable laws and regulations, and any other factors that may affect performance of work. By signing the Offer Page, the Offeror agrees that they have familiarized themselves with the Scope of Services, applicable laws and regulations, and any other factors affecting performance of the work to the best of their knowledge.

4.4. WITHDRAWAL OF SUBMITTAL: At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw a proposal by submitting a written request stating the reason for withdrawal.

4.5. CONFIDENTIAL INFORMATION: Confidential information will be considered and reviewed per the Mohave County Procurement Code Article 1, Section 5. If an Offeror wishes to keep any portion of a submittal, offer, specification, protest, or correspondence confidential, a statement must be provided with the Offeror's proposal. Confidential information must be identified as such wherever it appears. The Procurement Director will review the request and make a determination to confirm or deny it. The information identified as confidential will not be disclosed unless and until the Procurement Director makes a written determination to disclose the information.

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- 4.6. SUBMITTAL RESULTS: Results will not be provided in response to telephone inquiries. A tabulation of submittals received will be put on file in the Department of Procurement and will be available for review after final contract award.
- 4.7. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Offerors must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.
- 4.8. SOLICITATION AMENDMENTS: Amendments may be obtained from the Procurement Department website at: procurementbids.mohave.gov. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this RFQ. Internet access is available at all public libraries. Any interested Offerors without Internet access may obtain a copy of this solicitation by calling (928) 753-7052, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, 1st Floor East, Kingman, AZ 86401. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed solicitation amendments with the sealed submittal may be grounds for deeming the submittal non-responsive.

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SPECIAL TERMS AND CONDITIONS

1. **SOFTWARE COMPATABILITY:** For the purposes of aiding the Contractor in the performance of their obligation under this Contract, the County shall furnish upon request all relevant data in the County's possession and shall direct County officers, agents and employees to render all reasonable assistance to Contractor in connection with Contractor's performance under this Contract. The provision of such aid, assistance, information or services as received from the County shall in no way relieve the Contractor from obligations under this Contract. The County does not warrant the compatibility of County furnished data, either electronic or in any form, with the Contractor's software. All costs associated with data conversion or software upgrades and conversions shall be borne by the Contractor.
2. **INSURANCE REQUIREMENTS:**
 - 2.1. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
 - 2.2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Mohave County in no way warrants that the minimum 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.
 - 2.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.
 - 2.3.1. **Commercial General Liability – Occurrence Form:** Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

| | |
|--|-------------|
| 2.3.1.1. General Aggregate | \$2,000,000 |
| 2.3.1.2. Products – Completed Operations Aggregate | \$2,000,000 |
| 2.3.1.3. Each Occurrence | \$1,000,000 |

 - 2.3.1.3.1. The policy shall be endorsed to include the following additional insured language:
"Mohave County and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor." Such additional insured 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.
 - 2.3.1.3.2. Policy shall contain a waiver of subrogation endorsement in favor of Mohave County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 2.3.2. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

| | |
|--|-------------|
| 2.3.2.1. Combined Single Limit (CSL) for Any Auto: | \$1,000,000 |
|--|-------------|

 - 2.3.2.1.1. The policy shall be endorsed to include the following additional insured language:
"Mohave County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured 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.

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2.3.2.1.2. Policy shall contain a waiver of subrogation endorsement in favor of "Mohave County, and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2.3.2.1.3. Policy shall contain a severability of interest provision.

2.3.3. Workers' Compensation and Employers' Liability

2.3.3.1. Workers' Compensation Statutory

2.3.3.2. Employers' Liability

2.3.3.2.1. Each Accident \$1,000,000

2.3.3.2.2. Disease – Each Employee \$1,000,000

2.3.3.2.3. Disease – Policy Limit \$1,000,000

2.3.3.3. Policy shall contain a waiver of subrogation endorsement in favor of "Mohave County, and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2.3.3.4. This requirement shall not apply to: Separately, EACH contractor or subconsultant exempt under A.R.S. § 23-901, AND when such contractor or subconsultant executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2.4. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

2.4.1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

2.4.2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

2.4.3. Commercial General Liability Additional Insured Endorsements shall be as broad as CG2010 1185.

2.4.4. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.

2.5. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Mohave County. Such notice shall be sent directly to Mohave County and shall be sent by certified mail, return receipt requested.

2.6. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Mohave County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.7. VERIFICATION OF COVERAGE: Prior to beginning of work or services, Contractor shall furnish Mohave County with Certificates of Insurance (ACORD form or equivalent approved by Mohave County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

2.7.1. All certificates and endorsements are to be received and approved by Mohave County before work commences. 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 project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

2.7.2. All certificates required by this Contract shall be sent directly to Mohave County. The Mohave County project/contract number and project description shall be noted on the Certificate of Insurance. Mohave

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County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- 2.8. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Mohave County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 2.9. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with Mohave County. Such action will not require a formal Contract amendment, but may be made by administrative action.

Mohave County Risk Management JD approved 3/27/24

- 3. OTHER CONTRACTS:** The County may, as its sole option, enter into Contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and with County employees to accommodate such other work. The Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.
- 4. COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the County only in accordance with those same rates.
- 4.1.** The County will pay the Contractor following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested. The invoice shall be submitted monthly based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the County and acceptance of the work, final payment shall be made.
- 4.2.** The County shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
- 4.3.** Direct expenses shall be paid at cost to Contractor and shall include no markup.
- 4.4.** Contractors shall not be reimbursed for normal business use mileage within Mohave County. Work requiring travel outside of Mohave County shall include reimbursement for travel and per diem expenses paid per current Mohave County allowances.
- 4.5.** Vehicle usage, lodging, and per diem expenses for out-of-town employees must be identified and approved in the Contractor's cost proposal. Regarding meal ticket reimbursements, the County requires that an itemized invoice(s) be submitted. A copy of the credit card charge ticket does not qualify.
- 4.6.** Regarding mileage reimbursement for vendor owned vehicles, the County will pay the current mileage reimbursement rate set by IRS. Regarding reimbursement for commercially rented vehicles, the County will pay a maximum rate for a STANDARD COMPACT AUTOMOBILE PLUS TAXES and FUEL ONLY prorated to the time the vehicle was used on Mohave County projects. Original receipts must be submitted for reimbursement.
- 4.7.** Contractor shall consider normal computer usage for daily activities as a part of overhead. Computer time for complex graphics, computer dedicated to field activities or computer time for numerical modeling as needed for a specific task must be identified and approved in the Contractor's cost proposal.
- 5. CONFLICT OF INTEREST:** Sub-contractors who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
- 6. OWNERSHIP OF WORK:** The originals of all documents provided to the Contractor by the County for review and all work product of the Contractor including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of the County, and are to be delivered to the County before or as a part of completion of the performance under any phase of this contract for which compensation and/or payment is requested by the Contractor. Any work produced under this contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Contractor pursuant to this Agreement

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(collectively 'Work Product') shall belong to the County. To the extent applicable law provides that any Work Product belongs to the Contractor rather than the County notwithstanding the preceding sentence, the Contractor assigns to the County all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Contractor must promptly (1) provide the County with all information in the possession or under the control of the Contractor and relating to all Work Product and (2) at the request of the County, execute and deliver to the County each document and other writing, and take each other action, in order to assist the County in protecting its interest in any Work Product and otherwise enabling the County to use and enjoy any Work Product.

7. **COOPERATIVE PURCHASING AGREEMENT:** This solicitation is being prepared by the Mohave County Procurement Department. While this solicitation is for Mohave County, other public agencies may have an interest in utilizing the resulting Contract. After an award, the resulting Contract may be utilized by eligible public entities. Individual public entities would negotiate specific service requirements with the Successful Contractor using the awarded contract pricing. No volume is implied or guaranteed.

For agencies that choose to utilize this Contract as a cooperative purchasing agreement, the name of the using agency shall apply where "the County" or "Mohave County" appears in the Scope of Work to establish rights, duties, responsibilities, and all other working relationships between the Contractor and the using agency.

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STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
 - 1.1. The submission of the offer did not involve collusion or other anti-competitive practices.
 - 1.2. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
 - 1.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - 1.4. The Contractor submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the Offeror to the contract.
 - 1.5. The Contractor certifies to the best of his/her knowledge and belief, that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.
2. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
 - 2.1. Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.
 - 2.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
 - 2.3. May: Indicates something that is not mandatory but permissible.
 - 2.4. For purposes of this solicitation, the following definitions shall apply:
 - 2.4.1. County – Mohave County, Arizona, 86401
 - 2.4.2. Agency or User Department – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
 - 2.4.3. Contractor, Company or Firm – Used interchangeably in referring to the architect, engineer, geologist, landscape architect, or land surveyor organization offering professional services to the County.
 - 2.4.4. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed herein.
 - 2.4.5. Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - 2.4.6. Contract - The legal agreement executed between the County and the Contractor/Firm.
 - 2.4.7. County Project Manager - The County employee specifically designated as responsible for monitoring and overseeing the Contractor's performance under this Contract. Also referred to as County Designated Contract Representative.
 - 2.4.8. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
3. **NOTICE TO PROCEED:** The Contractor agrees to render professional services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
4. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Contractor or any and all of Contractor's subcontractors. Said audit shall be limited to this Contract and its scope of services.

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5. **ADDITIONAL COMPENSATION:** The Contractor shall submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.
 - 5.1. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.
6. **ADVICE AND CONSULTATION:** The Contractor shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.
7. **PUBLIC HEARINGS:** The Contractor shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.
8. **TIME RECORDS:** The Contractor shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The County shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the County to be incomplete or erroneous.
9. **PROTEST PROCEDURE:** Should a firm believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
 - 9.1. A protest shall be in writing and shall be filed with the Procurement Director. A protest of a Request for Qualification and/or Request for Proposal shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - 9.1.1. The name, address, and telephone number of the protestor;
 - 9.1.2. The signature of the protestor or its representative;
 - 9.1.3. Identification of the solicitation number;
 - 9.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - 9.1.5. The form of relief requested.
10. **TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.
 - 10.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
 - 10.2. If the termination is for the convenience of the County, the County shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
 - 10.3. If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the County.
 - 10.4. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
 - 10.5. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

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- 10.6. Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
11. **SUSPENSION OF WORK:** The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
 - 11.1. The Contractor agrees that no charges or claims for damages shall be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the County of any of the rights herein.
12. **ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
13. **INDEPENDENT CONTRACTOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
 - 13.1. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.
 - 13.2. The County will not provide any insurance coverage to Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
14. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
15. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
16. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.
17. **GRATUITIES:** The County may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County amending. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

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18. **APPLICABLE LAW:** This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in the State of Arizona.
19. **CONTRACT:** The Final Contract document shall be written and shall be based upon the RFQ and/or the Request for Proposal issued by the County, the offer submitted by the Contractor in response to the RFQ and/or the Request for Proposal, and any negotiations entered into and changes agreed upon by both parties. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFQ and/or the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
20. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
21. **CONTRACT AMENDMENTS:** This Contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
22. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
23. **SEVERABILITY:** The provisions of this Contract are severable in the sole discretion of the County, to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
24. **INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
25. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
26. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.
27. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
28. **ACKNOWLEDGMENTS:** Contractor acknowledges that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any

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inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

- 29. INDEMNIFICATION:** To the extent allowed by law, the Contractor shall indemnify, defend, and hold harmless Mohave County, and its officers, officials, supervisors, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, 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. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, supervisors, agents and employees for losses arising from the work performed by the Contractor for Mohave County. The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management JD approved 3/27/24

- 30. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- 31. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County.
- 32. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 33. WORK SCHEDULE:** The Contractor shall adhere to any and all work schedules developed under this contract.
- 33.1. The work schedule will provide for the completion of services within a specified number of consecutive calendar days following the starting date established by a written notice to proceed. If the Contractor is unable to adhere to the accepted schedule, they shall prepare a justification letter with a proposed revised schedule and submit the same to the County for review and approval. It shall be the sole option of the County to approve any such requests. The County shall be furnished two (2) copies of the original work schedule and two (2) copies after each revision, if any, is approved.
- 34. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- 34.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 35. INSPECTION & ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk

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and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

36. **PAYMENT:** When submitting invoices for payment, vendors are to include the applicable Purchase Order number on the invoice. The invoice should not be submitted until you have supplied the materials and/or services covered by the purchase order bearing the same number. If the vendor is unable to fulfill all of the purchase order, submit an invoice for the portion of the order supplied, or service completed. Once the backordered/uncompleted portion of the purchase order is shipped/completed, a new invoice is required. Vendors are requested to submit invoice(s) within 30 days of delivery and/or date of service.
 - 36.1. The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.
37. **BUSINESS LICENSES AND PERMITS:** Contractor shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
38. **PROJECT LICENSES AND PERMITS:** Contractor shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
39. **COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
40. **PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record in the discretion of the County.
41. **SUBSEQUENT EMPLOYMENT:** The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.
42. **PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations. At a minimum, the project shall be designed to comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this Contract. Therefore, the Contractor should be aware that any of the following may apply to this project. Compliance with these is required and it shall be the responsibility of the Contractor to alert the County of any deviation from this requirement.
43. **CONTINUITY:** Contractor shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Contractor for five (5) years after the termination of this Contract.
44. **LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
45. **ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842
46. **MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.

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- 47. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provision of the Contract, as accepted by Mohave County as they may be amended. The following shall prevail in the order set forth: Special Terms and Conditions; Standard Terms and Conditions; Statement of Scope of Work or Scope of Services; Specifications; Attachments; Exhibits; Federal Funding Requirements; Documents referenced or included in the Solicitation.
- 48. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will 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 the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

COPY 2

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FORM A-- TITLE PAGE

1 Service Provider:

Please submit all information requested herein

Organization / Agency / Company Name:

Ambient Edge, LLC

Contact Person's Name:

Sarah Neal

Contact Person's Title:

Sales Manager

Contact Telephone (include Area Code):

928-715-2030

Contact Email Address:

sneal@ambientedge.com

Mailing Address:

3270 Kino Avenue, Kingman, AZ 86409

Street Address if different from Mailing Address:

Same as above

Organization / Agency / Company Website:

www.ambientedge.com

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FORM B - CONTRACTOR'S QUALIFICATIONS STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mohave County, a body politic and corporate of the State of Arizona
ADDRESS: Post Office Box 7000, Kingman, Arizona 86401

| | | | |
|---|--------------|---|---------------------------|
| Name of licensed Contractor organization: | | Ambient Edge, LLC | |
| Submitted By (Name): | | Sarah Neal, Sales Manager | |
| Address: | | 3270 Kino Ave Kingman, AZ 86409 | |
| Phone #: | 928-718-1017 | Email: | sneal@ambientedge.com |
| Is your organization a licensed Contractor in the State of Arizona? | | Yes: X | No: |
| Principal Office (Headquarters Address, if applicable) | | | |
| Address: | | 3270 Kino Ave Kingman, AZ 86409 | |
| Phone #: | 928-718-1017 | Email: | efservice@ambientedge.com |
| Form of Business (check one): | | Corporation: | Partnership: |
| | | Individual: | Joint Venture: |
| | | Other (Specify): LLC | |
| How many years of operation in the State of Arizona? | | 20 Years | |
| How many years under the present business name? | | 4 years | |
| Under what other names has your organization operated? | | Ambient Edge Heating, Air Conditioning & Refrigeration, Inc | |
| Dun and Bradstreet (D&B) Number: | | N/A | |
| Federal Unique Entity ID Number (http://sam.gov): | | N/A | |
| Please Provide the Following (Attach additional sheets if necessary): | | | |
| LICENSING | | | |
| AZ Registrar of Contractor License Information: | | Classification(s): Specialty Dual Air Conditioning and Refrigeration and Specialty Dual Plumbing | |
| | | Number(s): 333029 & 333030 | |
| List relevant license number(s) for jurisdictions and trade categories in which your organization is legally qualified to do business: (Provide copies of licenses) | | Please see attachments | |
| List relevant jurisdictions in which your organization's partnership, trade name, or fictitious name is filed: (Provide copies) | | Please see attachments | |

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| EXPERIENCE (Attach additional sheets, if necessary) | |
|---|--|
| List the relevant categories of work that your organization normally performs with its own forces: | All aspects of Residential and Commercial HVAC Service, Maintenance, Repair, and Installation, and residential and commercial plumbing service, repair and maintenance |
| List relevant HVAC projects your organization has in progress, giving the name of project, owner, contract amount, percent complete and scheduled completion date: (Provide additional sheets with details if needed) | Please see attachment |
| State total dollar value of work in progress and under contract: | \$ 363,956 |
| State average annual amount of HVAC work performed during the past five years: | \$ 4,420,000 |
| List the relevant HVAC projects your organization has completed in the past five years, giving the name of project, owner, contract amount, date of completion and percentage of the cost of the work performed with your own forces: (Provide additional sheets, if needed) | Please see attachment |
| List the relevant HVAC experience and present commitments of relevant key individuals of your organization: (Provide additional sheets, if needed) | Please see attachment |
| List supervisory personnel to be assigned to the project, qualifications, and Project Manager contact information: (Provide additional sheets, if needed) | Please see attachment |

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CLAIMS, SUITS, AND ARBITRATIONS

(If the answer to any of the questions below is Yes, please attach details to explain)

| | | |
|--|------|---|
| Has your organization ever failed to complete any work awarded to it? | Yes: | No: <input checked="" type="checkbox"/> |
| Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? | Yes: | No: <input checked="" type="checkbox"/> |
| Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? | Yes: | No: <input checked="" type="checkbox"/> |
| Is your organization currently listed on any Federal Contracting Debarment List? | Yes: | No: <input checked="" type="checkbox"/> |
| Is your organization currently listed on the State of Arizona Debarment List? | Yes: | No: <input checked="" type="checkbox"/> |
| Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? | Yes: | No: <input checked="" type="checkbox"/> |

REFERENCES, FINANCIALS, AND CREDIT INFORMATION

(Attach additional sheets, if necessary)

| | | |
|---|----------------------------|---|
| Bank References: (Attach details, if needed) | Please see attachment | |
| Surety: | Name of Bonding Company: | Please see attachment |
| | Name and Address of Agent: | Please see attachment |
| Has your firm ever been audited by an Accounting Firm? | | Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> |
| If Yes, name the Accounting Firm that performed the audit and list the date of the audit: | | |
| Is your firm currently engaged in or contemplating filing bankruptcy? | | Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> |
| Credit References: (Provide at least three, attach details if necessary) | Please see attachment | |

The undersigned contractor understands and agrees that the Owner may check credit status and ratings, and expressly directs the release of any credit information to the Owner.

The under-signed, being duly sworn deposes and says that under penalty of perjury and understanding the Owner's reliance upon the foregoing statements and the Owner's right to rely, avows and asserts that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this 2 day of May, 2024

Signature of Person Authorized to Sign for Organization

Sarah Neal

Printed Name

Sales Manager

Title

Ambient Edge, LLC

Name of Organization

928-715-2030

Direct Telephone Number

sneal@ambientedge.com

Direct Email Address

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OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of services, conditions, specifications, and amendments in the Request for Qualifications.

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Bidders must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business.

No: X Yes: _____

Name & Position: _____

Include additional pages if necessary

For clarification regarding this offer, contact:

Ambient Edge, LLC
Company Name

Sarah Neal
Name

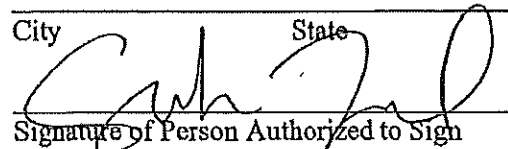
3270 Kino Ave

928-715-2030
Phone Number

Address
Kingman, AZ 86409

City State Zip

Fax Number (if applicable)


Signature of Person Authorized to Sign

sneal@ambientedge.com
Email address

Sarah Neal
Printed Name

Sales Manager
Title


ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFO No. 24PS14, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by County/public entity.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this _____ day of _____, 2024.


HILDY ANGUS, CHAIRMAN
MOHAVE COUNTY BOARD OF SUPERVISORS

MOHAVE COUNTY PROCUREMENT DEPARTMENT
700 WEST BEALE STREET, 1st FLOOR EAST
KINGMAN, ARIZONA 86401-5711

EXHIBIT 1 - RFQ 24PS14
PAGE 1 OF 3
PROCUREMENT OFFICER: DUSTY FAYE MARTINEZ
PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

EXHIBIT 1

MAJOR EQUIPMENT LIST HVAC SYSTEMS PARTS

1) MAJOR EQUIPMENT LIST BY ADDRESS:

- a. Administration Building, 700 W. Beale Street, Kingman:
 - i. Chillers: Two (2) 150 Ton Carrier model 30HXC161R---661---chillers, S/Nos Serial Numbers 4922Q27924 (CH-1) and 4922Q27927 (CH-2).
 - ii. Boilers: Two (2) Raypak Model Unknown, Serials Unknown
 - iii. Cooling Towers: One (1) Evapco Model AT 19-48 serial Unknown, and one (1) Evapco Model AT 19-48 serial Unknown
- b. Development Services Building, 3250 Kino Ave, Kingman:
 - i. Chillers: Two (2) Trane Model CGMA060A2A02AXD2 Air Cooled Screw Chillers, Serial Nos. U09M13368 and U09M13369
 - ii. Boiler: One (1) Raypak Model 301210 Type H serial unknown
- c. Probation Building: 809 E. Beale Street, Kingman:
 - i. One (1) Trane model R1AA070AYM01A3008N Air Cooled screw Chiller Serial No. U02D04462
 - ii. Boiler: one (1) Parker model T-T760R, Serial 59681
- d. Mohave County Adult Detention Center, 501 W. Hwy 66, Kingman:
 - i. Chillers: Two (2) Trane Model RTHD Water Cooled Screw Chillers, Serial Nos.: U09K05637 & U09K05638
 - ii. Boilers: Five (x) Camus Model DFNH-5004-MHI, Serials
 - iii. Cooling Tower: Information Unavailable.
- e. Kingman Library, 3269 Burbank Street, Kingman:
 - i. Boiler: One (1) MT2V0750NACK1PJH
 - ii. Cooling Tower: Information Unavailable.

2) SYSTEMS

- a. HVAC Systems include but not limited to: on as needed basis
 - i. American Standard
 - ii. Amana
 - iii. Brad
 - iv. Caleffi
 - v. Carrier
 - vi. Coleman
 - vii. Comfort Aire
 - viii. Daikin
 - ix. Edrich
 - x. Green Heck
 - xi. Goodman
 - xii. Kool Star
 - xiii. Lennox
 - xiv. Master Built
 - xv. Mitsubishi
 - xvi. Peerless
 - xvii. Rheem
 - xviii. Ruud

MOHAVE COUNTY PROCUREMENT DEPARTMENT
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EXHIBIT 1 - RFQ 24PS14

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PH: (928) 753-0752 Ext. 4 / FAX: (928) 753-0787

- xix. Rinnai
- xx. Scottsman
- xxi. Tappen
- xxii. Trane
- xxiii. Traulsen
- xxiv. True
- xxv. United Metal Products
- xxvi. York

3) HVAC equipment, parts, and supplies not otherwise identified by brand name.

a. HVAC / SYSTEM PARTS as needed basis:

- i. HVAC/SYSTEM parts to provide for, include but not limited to:
- ii. Air Cooled Chillers
- iii. Air Conditioning and Refrigerant components
- iv. Air Handler System Parts
- v. Make-up Air Gas Heating Systems
- vi. Ancillary Chiller Water Plant Equipment and Absorption Liquid Chillers
- vii. Blower Coil Air Handlers
- viii. Blower motors/wheels/fans and controls
- ix. Capacitors
- x. Chemicals
- xi. Circuit breakers
- xii. Compressor Chillers
- xiii. Compressors and related parts and supplies
- xiv. Condenser and related parts
- xv. Condensate pumps
- xvi. Controls of various types
- xvii. Control parts
- xviii. Control valves
- xix. Drain switches and related parts and supplies Cylinder heaters
- xx. Dampers
- xxi. Data loggers
- xxii. Dedicated Outdoor Air Systems
- xxiii. Differential gauges and controls
- xxiv. Draft inducers
- xxv. Ductless Variable Refrigerant Volume Units
- xxvi. Ductwork /sheet metal, parts, supplies and tools
- xxvii. Electrical Components
- xxviii. Evaporator coils
- xxix. Evaporator cooler parts
- xxx. Fan blower controls, relay and managers
- xxxi. Fans, Blowers, Belts, Bearings, Pulleys
- xxxii. Fan Coil Units
- xxxiii. Filters all sizes
- xxxiv. Fiberglass ductwork supplies
- xxxv. Fuses
- xxxvi. Furnace control boards and lighters
- xxxvii. Humidifiers and supplies
- xxxviii. Hydronic Components
- xxxix. Ignition controllers
 - xl. Manifold filters and gauges
 - xli. Manufactured Housing
 - xl. Motor, e.g., Blower, Condenser, Watt, Inducer

MOHAVE COUNTY PROCUREMENT DEPARTMENT
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EXHIBIT 1 - RFQ 24PS14
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- xlili. Nitrogen/CO2
- xliv. OEM Parts
- xlvi. Oil pumps and controls
- xlvi. Performance Air Handlers
- xlvi. Pilot and ignition parts and supplies
- xlvi. Pipes, Valves, Fittings, and Accessories
- xlix. Pumps and parts
 - I. Refrigerant management, recovery and analyzers
 - li. Refrigerant Equipment, and AC parts
 - lii. Refrigerants
 - liii. Replacement Coils
 - liv. Rooftop Systems
 - lv. Evaporative Cooler pads
 - lvi. Relay safety and limit switches
 - lvii. Self-Contained Systems
 - lviii. Split Systems
 - lix. Superheat/Sub-cooling and super heat calculation kits
 - lx. System Components: Baseboard, expansion tanks, gages, radiant heat systems
 - lxi. Temperature recorders/loggers
 - lxii. Terminal Devices
 - lxiii. Thermostats
 - lxiv. Unit Heaters
 - lxv. Unit Ventilators
 - lxvi. Unitary Systems that combine heating, cooling, and fan sections
 - lxvii. Various leak/continuity detectors
 - lxviii. Ventilation Fans and Variable Air Volume Vibration Pads
 - lxix. Variable Frequency Drive parts
 - lxx. Water Cooled Chillers
 - lxxi. Water Source Heat Pumps
 - lxxii. Water Filtration
 - lxxiii. Welding Supplies
 - lxxiv. HVAC brand related specific parts not otherwise identified