



**PIMA COUNTY  
PROCUREMENT**  
130 W. CONGRESS ST., 3rd FLOOR  
TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 740-8161, FAX (520) 798-1484

January 25, 2010

**IFB 1001044 Generator Maintenance & Repair Services  
Addendum #1**

The following revisions shall be incorporated into **IFB #1001044**:

1. **Change** on page 1: **DUE IN AND OPENS** as follows:

From: ...." **FEB 3, 2010 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME MST**"...

To: ..." **FEB 10, 2010 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME MST**"...

2. **Add** on page 1: **GENERAL DESCRIPTION**: as follows:

From: ...."A Pre-Bid Conference ....**Attendance is optional, but strongly recommended and encouraged.**"...

To: ..." A Pre-Bid Conference ...**Attendance is optional, but strongly recommended and encouraged. Site Visits will be available by contacting Susanna Plummer at 443-6451 or susanna.plummer@wvm.pima.gov**"...

3. **CLARIFICATIONS and CHANGES** for Pages 5 through 11: **OFFER AGREEMENT**:

**EASA vs EGSA certification**: EGSA is not a sufficient certification to perform all of the possible work we may require, so there is **no change** to Supplier Minimum Qualifications, 3<sup>rd</sup> paragraph.

**Add: EXHIBIT A: PRICE SCHEDULE Part 3: Percentage Discount from List Price of Repair Parts**

**Remove: PARTS DISCOUNT PRICING LIST**

**Replace** Pages 9 of 10 & 10 of 10 of Offer Agreement:

**Living Wage Requirement  
CERTIFICATION OF LIVING WAGE PAYMENTS**

**DELETE: APPENDIX A: SCOPE OF SERVICES**: Delete second paragraph asking for vendor supplied price lists.

**Appendix A – Scope of Services, Service Specifications, Item 3. Warranty**: No change, 1 year warranty still required.

**REPLACE: Appendix A – Scope of Services, Item 4. Invoicing**: Second bullet.

4. **REPLACE: OFFER AGREEMENT AND EXHIBIT A**: (to include all the above changes)

With **OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (10 pages) ADDENDUM 1**  
and **APPENDIX A: SCOPE OF SERVICES (4 Pages) ADDENDUM 1**

**All other terms and conditions remain the same.**

**Solicitation #1001044**

Hazel D. Houston  
Commodity Contracts Officer  
Pima County Procurement  
Telephone: (520) 740-8168  
Fax: (520) 791-6507  
Hazel.houston@pima.gov

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**PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

Solicitation Number: 1001044 Title: Generator Maintenance & Repair Services

DUE IN AND OPENS: FEB 3, 2010 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME MST  
DUE IN AND OPENS: FEB 10, 2010 AT OR BEFORE 2:00 P.M. LOCAL ARIZONA TIME MST

**Submit Bid to:** 2<sup>ND</sup> Pre-Bid Conference: 01/20/10 AT 2:00 P.M. LOCAL ARIZ. TIME MST  
Pima County Procurement Department County Procurement Department  
130 West Congress, 3rd Floor, Receptionist 130 West Congress, 3rd Floor  
Tucson, Arizona 85701 Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide Pima County with Generator Maintenance & Repair Services on an as needed basis as per specifications called for herein in the estimated annual amount of \$75,000.00. Living Wage and Small Business Enterprise will apply to this solicitation.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://www.pima.gov/procure/ifbrfp.htm) by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. **Attendance is optional, but strongly recommended and encouraged. Site Visits will be available by contacting Susanna Plummer at 443-6451 or [susanna.plummer@wpm.pima.gov](mailto:susanna.plummer@wpm.pima.gov)**

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 60 days after opening except as allowed by the Pima County Procurement Code.

Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURES THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Hazel D. Houston. All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within eight (08) days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 791-6507 email: [hazel.houston@pima.gov](mailto:hazel.houston@pima.gov)

USPO Mail to the following address:  
Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

Hazel D. Houston  
(520) 740-8168  
Commodity/Contracts Officer

**Publish:** *The Territorial*: Jan. 8, 11, 12 and 13, 2010

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (1 of 10 pages) ADDENDUM 1**

**1. INTENT:**

This document is intended to establish an indefinite delivery/indefinite quantity purchase agreement contract to provide Pima County ("County") with Generator Maintenance & Repair Services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. County will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are rendered as per the terms of the purchase order(s) issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement. The County reserves the right to add like items to this agreement and shall receive a formal quote from the supplier for these items.

All Goods offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *solicitation addenda*, *Instructions to Bidders*, *Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

**2. AGREEMENT TERM, RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (04) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Supplier of a revised Blanket Contract or Purchase Order document setting forth the requested changes. Failure by Supplier to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Supplier and the amendment shall be binding upon the parties, effective on the date of issuance.

**3. SUPPLIER MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. County reserves the right to perform a site inspection with any vendor responding to solicitation prior to award of bid. The Supplier further stipulates that they have been in business a minimum of 3 years. This will be consecutive years including the present fiscal year of 2009/2010. Contractor shall have all required permits and licensing, including but not limited to, a current valid license issued by the State of Arizona Registrar of Contractors (ROC) which is appropriate for the type of work to be performed.

Provide a list of three Arizona customers for which similar services have been provided during the past 3 years. Include the following: the length of any contracts listed, current contact name, phone number and email address and the annual award amount of contract.

Vendor must have available personnel and equipment necessary to perform generator maintenance and service per the established guidelines in EASA AR100—2006, Recommended Practice, or latest revision, for the Repair of Rotating Electrical Apparatus. Vendor must provide certificate or other proof of membership in good standing in Electrical Apparatus Service Association (EASA).

Vendor must be able to provide service within a fifty mile radius of downtown Tucson (intersection of Stone and Broadway).

Vendor must have a vehicle with sufficient lift capacity to pick up and deliver generators weighing up to two tons (4,000 pounds) or 500 hp generators.

Vendor must have available the following facility/field equipment of sufficient size to perform the services required:

- Cleaning capability: power wash, steam cleaning, sandblasting
- Welding equipment: **TIG:** Tungsten in gas; **WIG:** Wire in gas; **MIG:** Metal in gas
- Metalizing torch
- Burn off oven, bake oven
- Dip tank
- VPI System: Vacuum Pressure Impregnation
- Hydraulic bearing pullers

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (2 of 10 pages) ADDENDUM 1**

- Dynamic balancing equipment
- Vibration analysis
- 5000 volt Meg-ohmmeters testing
- Surge comparison testing
- Lathes, milling machine, drill press of sufficient size
- Stator core loss tester of sufficient capacity
- Temperature-regulated burn-off oven of sufficient size
- Class H insulating materials including epoxy or polyester resin of sufficient quantity to treat new windings
- Sufficient inventory of inverter-duty treated magnet wire
- Dip tank of sufficient capacity
- DC hypotential tester of sufficient capacity
- Baking oven of sufficient size
- 460 volt test power supply to no load test run motors up 500 HP @ 460 VAC

Vendor must be able to provide personnel trained and properly equipped for confined space entry.

Minimum Qualification	Issuing Agency	Number	Issue Date	Expire Date
Three years in business	Local Government	Business License number		
State of AZ Registrar of Contractors (ROC)	State of AZ	Must be appropriate to work		
Contractor shall have all required permits and licensing	On Company letterhead	N/A		
List of Vendors (3 minimum)	On Company letterhead	N/A		
Verify Personnel per EASA AR100—2006	On Company letterhead	N/A		
Verify Equipment per EASA AR100—2006	On Company letterhead	N/A		
Verify you can provide service within 50 miles	On Company letterhead	N/A		
Verify vehicle(s) with sufficient lift capacity	On Company letterhead	N/A		
Verify facility/field equipment of sufficient size	On Company letterhead	N/A		
Verify personnel trained and properly equipped for confined space entry	On Company letterhead	N/A		

**4. PRODUCT AND SERVICE SPECIFICATIONS & SCOPE:**  
**SEE APPENDIX A: SCOPE OF SERVICES**

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

Offer will be accepted and executed by the County by issue of a Blanket Contract (recurring requirements) and effective on the document's date of issue without further action by either party. The Blanket Contract will document the term of the agreement.

Order(s) for Goods pursuant to the executed agreement will be made by County by issue of Purchase Order(s). The Purchase Order(s) will be furnished to Supplier via facsimile, e-mail, or telephone. If the Purchase Order is given verbally, the County Department that issued the Purchase Order will transmit a confirming Purchase Order to the Supplier within five (05) workdays of the date the verbal Purchase Order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a County Purchase Order.

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (3 of 10 pages) ADDENDUM 1**

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (01) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS:**

Acceptance of the goods shall be made by the County Department designated on the issued Purchase Order in accordance with this agreement. Acceptance is required prior to commencement of payment terms.

**7. COMPENSATION AND PAYMENT:**

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Purchase Order document.

All Invoice documents shall reference the County's Purchase Order number under which the services or Goods were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Purchase Order. Invoices that include line items or unit prices that do not match those documented by the County's Purchase Order may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 days from the date of valid invoice document and shall not commence until Supplier's Invoice is received and verified by County Financial Operations.

The blanket contract issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide Goods that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or Goods and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. **It is the intention of both parties that pricing shall remain firm during the term of the agreement.** County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Seller upon renewal of the agreement, Seller shall submit a written request to County with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Seller to implement and actively conduct cost and price control activities, and in its request for price increases Seller shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller has taken to control and reduce costs. County will review the proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to extend the agreement.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. **No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement.** Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (4 of 10 pages) ADDENDUM 1**

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Standard payment terms for the pricing defined by this agreement are Net 30 days after submittal of valid invoice document to County Finance and receipt of goods into payment system by the receiving Department. Pima County Administrative Procedure No. 22-35, section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_ Days as above

**EXHIBIT A: PRICE SCHEDULE**

**All unit prices shall be filled in.** Failure to do so shall be cause for rejection as non-responsive.

**Part 1: Scheduled Maintenance and Repair Services for Emergency Power Generators**

ITEM #	ITEM NAME	GENERATOR DESCRIPTION	QUARTERLY CHARGE x3*	ANNUAL CHARGE X1**	TOTAL CHARGE
1	REMOVED				REMOVED
2	REMOVED				REMOVED
3	CONV 3390 Richey Rd	Kolhler 20 kw			
4	CONV W Cortaro Farms Rd (Marana)	Detroit 400 kw			
5	CONV 5540 W Tangerine (Marana)	Onan 250 kw			
6	CONV 5900 E Old Vail Road (Az St Prison)	DMT 300 kw			
7	CONV 151 N Prudence Rd	Kohler 125 kw			
8	CONV 6401 E Sunrise Dr	Kohler 60 kw			
9	CONV 6607 S Camino Del La Tierra	Kohler 60 kw			
10	CONV 13575 Via Rancho Del Lago (Vail)	Cat 280 kw			
11	CONV 10633 S Distillery Canyon Spring Dr (Vail)	Detroit 150 kw			
12	CONV 18430 Calle Valle Verde (Sahuarita)	Olympian 125 kw			
13	CONV 4000 N Silverbell Rd	Hanco 100kw			
14	CONV 2500 W Sweetwater	Kolhler 60 kw			
15	SRF 19600 Old Nogales Hwy (Green Valley)	Magnetek 250 kw			
16	SRF 10000 W Snyder Hill Rd (Avra Valley)	Olympian 200 kw			
17	SRF 10000 W Snyder Hill Rd (Avra Valley)	CAT C9 300 kw			
18	SRF 10000 W Snyder Hill Rd (Avra Valley)	Cummins 750 kw			
19	SRF 10000 W Snyder Hill Rd (Avra Valley)	Cummins 1 mw			
20	SRF 12633 N Sabino Canyon Park (Mt Lemmon)	Detroit 100 kw			
21	SRF 14393 N Lockett Rd (Marana)	Magnetek 250 kw			

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (5 of 10 pages) ADDENDUM 1**

ITEM #	ITEM NAME	GENERATOR DESCRIPTION	QUARTERLY CHARGE x3*	ANNUAL CHARGE X1**	TOTAL CHARGE
22	SRF 1100 W Sahuarita Rd (Corona de Tucson)	Cummins 750 kw			
23	RR WRF 2600 Sweetwater Drive	Generac 100 kw			
24	RR WRF 2600 Sweetwater Drive	Generac 100 kw			
25	RR WRF 2600 Sweetwater Drive	Honda 8000 PPG #2			
26	RR WRF 2600 Sweetwater Drive	Honda 8000 PPG #3			
	<b>FOB Destination/Unloaded; Cost of freight included in Unit Price Do not include tax in Total Bid</b>			<b>SUB TOTAL BID</b>	

- \*Quarterly Charge consists of three (3) Scheduled Inspections (SI) as described in Appendix A: Scope of Services. Dates to be determined after award of contract between vendor and individual County locations.
- \*\* Annual Charge consists of one (1) Scheduled Inspection (SI), one (1) Scheduled Maintenance (SM) and one Load Testing as described in Appendix A: Scope of Services. Dates to be determined after award of contract between vendor and individual County locations.

**Part 2: Unscheduled Maintenance and Repair Services for Emergency Power Generators**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Offer Agreement requirements, General & Item Specifications				
1	Unscheduled Maintenance & Repair Services, Regular Hours, 7:00a.m. - 4:00p.m. Mon-Fri	270	HRS		
2	Unscheduled Maintenance & Repair Services, Outside of Regular Hours (include weekends & Holidays)	65	HRS		
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>			<b>SUB TOTAL BID</b>	
	<b>Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>				

**Part 3: PERCENT DISCOUNT FROM LIST PRICE OF REPAIR PARTS**

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	PERCENT DISCOUNT (OFF LIST PRICE)
	Items to include and satisfy all Offer Agreement requirements, General & Item Specifications			
1	Percent discount	1	EA	
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>			
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>			<b>TOTAL BID (Part 1 &amp; Part 2 totals)</b>
	<b>Although taxes will be paid IF applicable do NOT include sales tax in unit price.</b>			

\*\*\*NOTE: Identify any items that are Eco-Friendly and provide specification sheets for these items.

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (6 of 10 pages) ADDENDUM 1**

**PARTS DISCOUNT PRICING LIST**

**REMOVED**

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the County under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order(s).

Delivery Addresses: Conveyance Division: 3355 N Dodge Blvd, Tucson AZ 85716,  
Ina Rd WRF: 7101 N Casa Grande Hwy, Tucson, AZ 85741  
Roger Rd WRF: 2600 W Sweetwater, Tucson AZ85743  
Sub Regional Facilities: 4527 W Walker Rd, Tucson AZ 85741

Delivery Hours, all locations: Monday – Friday, 7:00 a.m. – 4:30 p.m.

Generator maintenance to be scheduled. Unscheduled repairs: Non-emergency response time: within 24 hours from notification. Emergency response time: within 2 hours from notification

Contractor guarantees delivery of service as defined on the issued purchase order. If required to satisfy the guaranteed delivery interval, Supplier will utilize premium freight method at no additional cost to the County.

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

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-1321 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 1001044 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. County is to be named as an additional insured for all operations performed within the scope of the Contract between County and Supplier;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Supplier shall provide County with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the County of cancellation, non-renewal or material change.

**12. PERFORMANCE BOND:**

None required.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (7 of 10 pages) ADDENDUM 1**

**14. SCRUTINIZED BUSINESS OPERATIONS**

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, Supplier hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by Supplier may result in action up to and including termination of this contract.

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

Is your firm SBE certified as defined by the solicitations '*Instruction To Bidders*'? Yes  No  (Select one)

If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied

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**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (8 of 10 pages) ADDENDUM 1**

**16. BID/OFFER CERTIFICATION:**

**SUPPLIER LEGAL NAME:** \_\_\_\_\_

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

**MAILING ADDRESS:** \_\_\_\_\_

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

**REMIT TO ADDRESS:** \_\_\_\_\_

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

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:**

\_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (9 of 10 pages) ADDENDUM 1**

Living Wage Requirement

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$10.70 per hour. A contractor may pay its eligible employees a wage of no less than \$9.52 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$10.70 per hour. A copy of section 11.38 of the Procurement Code is attached for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- >Payroll calendar
- >Certificate of Living Wage Payments Form
- > Master Listing of employees eligible to work on Pima County jobs
- >Listing of Subcontractors to be used (if applicable)

Staffing Plans, Including Subcontractors (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed.*

- >Name of employee(s) who will be working
- >Where work is performed
- >Approximate time-frame work will be performed
- >Total approximate hours to be worked
- >Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- >Statement of Compliance
- >Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- >A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- >the check # and date which this invoice was paid should be noted
- >Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

**OFFER AGREEMENT: GENERATOR MAINTENANCE & REPAIR SERVICES (10 of 10 pages) ADDENDUM 1**



**PIMA COUNTY PROCUREMENT**  
130 W. CONGRESS ST., 3RD FLOOR  
TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 740-8161, FAX (520) 798-1484

**CERTIFICATION OF LIVING WAGE PAYMENTS**

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that is required of this firm.

Yes \_\_\_\_\_ No \_\_\_\_\_. If no, you must explain all deviations in writing.

Company Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Job Location: \_\_\_\_\_

**(PLEASE CHECK ONE(S) THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least ten dollars and seventy cents (\$10.70) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than nine dollars and fifty-two cents (\$9.52) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on ten dollars and seventy cents (\$10.70) per hour and the requested monthly wage if no less than nine dollars and fifty-two cents (\$9.52) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred four dollars and fifty-three cents (\$204.53). This equals the one dollar and eighteen cents (\$1.18) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE OF AUTHORIZED

**APPENDIX A: SCOPE OF SERVICES (4 Pages) ADDENDUM 1**

**Scheduled Preventive Maintenance, and Unscheduled Maintenance and Repair Services for Power Generators**

Vendor to provide all supervision, labor, material and support required to maintain Pima County's emergency power generators and related systems. Scheduled maintenance and repair services shall be performed as called for herein, Monday through Friday, excluding weekends and County holidays. Emergencies will be handled on an individual basis.

Parts used in generator repair shall be OEM parts whenever possible.

Vendor to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

**SERVICE SPECIFICATIONS AND SCOPE OF WORK**

1. Contractor's Performance.

- All materials and workmanship provided to the County shall be of the highest industry standard. Materials purchased by the County through this contract shall be new and subject to inspection and approval by a County representative prior to delivery.
- Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.
- Contractor shall guarantee all work under this contract against defects of materials and/or workmanship for a period of one (1) year from the completion date. Chemical agents used shall be warranted for the labeled time period and shall not exceed the shelf time, if applicable.
- The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by an individual designated by the County.
- County shall not provide office or storage space for the Contractor's supplies, vehicles or equipment.

2. Pick-up and Delivery

- Contractor shall be responsible for pick-up and delivery of all generators when and where requested by the County. Contractor shall perform pick-up within twenty-four (24) hours of notification by the County, and within two (2) hours for emergency repairs.
- Pick-up and delivery shall be F.O.B. Destination Freight Prepaid to and from various county locations.
- Contractor shall offer over-the-counter service for those County locations that do not request pick-up or delivery of the generators.

3. Warranty

- Contractor shall warrant that all equipment and parts furnished as new under this contract are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- Contractor shall warrant that all rebuilt or repaired equipment and parts furnished under this contract meet manufacturer's specifications and are free from defects in material and workmanship for no less than one (1) year from the date the equipment is delivered.
- Warranty shall include accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the Contractor's liability as stated herein.
- Contractor shall warrant that all labor involved in the repair of generators for no less than one (1) year from the date the equipment is delivered.

4. Invoicing

- Invoices for work performed as described in Part 1 of the Bid Schedule shall be clearly marked Part 1 and shall also show the generator location and description.
- ***Repair hours for Unscheduled Maintenance and Repair Services shall be invoiced as bid on Part 2 of the Bid Schedule. The number of hours of labor/machine work required to repair the item must be shown on the invoice along with the flat rate per hour. Invoices must also list the actual parts used and Vendor shall include a supplier invoice for all parts used showing part cost, Vendor discount and final cost to County.***
- All invoices shall include a written description of the work performed.

5. Estimates for Repairs

- Contractor shall provide an estimate for generator repair before proceeding with any work. **Estimates must be provided within twenty-four (24) hours of the Contractor receiving the generator.**

**APPENDIX A: SCOPE OF SERVICES (4 Pages) ADDENDUM 1**

- Downtime is a critical factor for County equipment; therefore, repair time is a critical factor. **Maximum generator repair time shall not exceed seven (7) working days for the County; this includes the time taken to provide an estimate. Repair time exceeding seven (7) working days must be agreed upon between the County and vendor prior to the conclusion of the original seven day period.**
- In some cases, County will require expedited service. Generator repair time shall not exceed four (4) working days when requested, including the time taken to provide an estimate.
- If the generator repair cost estimate exceeds **60%** of the cost of a new generator, County reserves the right to replace it rather than repair it. County reserves the right to make a determination at any time during the repair process to replace the generator with a new one, depending upon the situation.
- No additional costs other than for the tear down and the estimate will be charged to the County if the generator is not repaired. All non-repaired generators and parts will be returned to the County.

## 6. Scheduled Preventive Maintenance Service Provided.

- Services will be performed in accordance with the following tasks and schedules by a trained certified service technician to meet the requirements of the specifications.
- Scheduled Maintenance and Load Bank Testing (SM/LBT) at all sites shall be provided once a year and Scheduled Inspections (SI) three times a year. SM/LBT's and SI's will be performed at equal intervals on a quarterly basis, with the SM/LBT scheduled as the fourth service (last quarter) of the contract year.
- A list of parts and materials to be replaced as needed during the regularly scheduled maintenance are listed in the Preventive Maintenance Schedule. Parts and materials shall be replaced during the SM/LBT or SI service at no additional cost to the County.

**PREVENTIVE MAINTENANCE SCHEDULE**

<b>System</b>	<b>Tasks</b>	<b>SM</b>	<b>SI</b>
Engine Lube	Check for leaks	X	X
	Repair minor leaks (tighten nuts, bolts & clamps)	X	X
	Oil Sample Analysis taken	X	
	Replace oil filters	X	
	Replace oil	X	
	Properly dispose of used oil and filter	X	
Engine Cooling	Check belts and hoses	X	X
	Check for leaks	X	X
	Repair minor leaks (tighten nuts, bolts & clamps)	X	X
	Check coolant level and fill (up to one gallon)	X	X
	Check coolant freeze point	X	X
	Check inhibitors (nitrates)	X	X
	Replace coolant filters	X	
	Check radiator for obstruction of air flow	X	X
	Check engine block heater	X	X
	Pressure test system	X	
Engine air	Inspect air cleaner element	X	X
	Inspect louvers and duct work	X	X
	Service crank case breathers and air box drains	X	X

**APPENDIX A: SCOPE OF SERVICES (4 Pages) ADDENDUM 1**

**PREVENTIVE MAINTENANCE SCHEDULE ANNUAL REQUIRED SERVICE**

Load Bank Testing (4 hours, 90% load) to be conducted simultaneously with the Scheduled Maintenance service (fourth quarter) of the contract year	Record volts, amps, frequency, KVV's, ambient temperatures, oil pressure water temperature, and hours at 15-minute intervals. Complete and supply load bank documentation
	Fuel sample analysis (BS & W) (if applicable)
	Fuel analysis (if applicable)
	Coolant analysis (if applicable)

7. **Unscheduled Maintenance and Repair Service Provided**

- Contractor may be called upon to estimate and perform various types of unscheduled maintenance and repair work at the direction of each site's designated contact for generator maintenance. This will require a fully executed Purchase Order in order for the Contractor to proceed with the non-routine project work at the rates set forth in Exhibit A – Price Schedule. A detailed itemization for any labor, supplies, equipment or parts used shall be submitted with the regular monthly invoice.
- Response time shall be within twenty-four hours for non-emergency situations.

8. **Contractor Requirements**

**Office and Telephone Contact**

- Contractor will at all times, 24 hours a day, including weekends and holidays, have a live person answering the telephone to receive repair or maintenance calls.
- Emergency requests, either during or after business hours, shall be responded to on-site within two (2) hours of Contractor receiving said request.

**Parts Supply**

- It is Contractor's responsibility to have on hand all preventive maintenance supplies necessary to perform the scheduled maintenance. Travel time or mileage for any follow up visit for a scheduled SM/LBT or SI service due to a lack of parts or material shall not be charged to County. Contractor shall make as many follow up visits as necessary to complete the scheduled service, with each follow up visit to take place on consecutive days after original date of service to complete the service. Consecutive days will include weekends and holidays with no additional increase to the hourly rate charged for the original service.

**Damages to Pima County Facilities**

- Any damage to building, existing items, or items being maintained caused by Contractor shall be repaired or replaced at no expense to Pima County.

**Repairs Due to Failures**

- All costs for repairs due to failure of prior repairs within 1 (one) year or date of repair will be the responsibility of the Contractor, as defined in Item 3, Warranty.

**Safe Work Practices**

- Contractor and its employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County and local municipalities' ordinances and regulations.

**Safe Equipment**

- All equipment used by Contractor to perform the work shall be in good working condition and shall also conform to required safety standards.

**Timing of Work**

- All work shall be performed during the regular work hours of 7:00 am to 4:30 pm, Monday through Friday, except emergencies or special work orders. Contractor shall perform the work in a manner that minimizes disruption to the normal activities of the County and the normal operations of the building tenants.

**Worksite Cleanup**

- Upon completion of the work, Contractor is responsible for cleaning and removing all debris, materials and equipment associated with the work performed. Debris is not to be placed into County trash containers.

**Consultation and Training**

- Contractor shall be required to provide consultation and expertise to County upon request.

**Service Checklist**

- A service checklist, provided by Contractor, shall be filled out by Contractor's staff after service is performed for each location. The checklist shall be left with the designated contact for generator repair services at each location prior to leaving the premises.

**APPENDIX A: SCOPE OF SERVICES (4 Pages) ADDENDUM 1**

Work Schedule

- Post award, Contractor shall provide a work schedule to each location to accomplish the services pursuant to this Contract. This schedule shall be set up on an annual basis per the Contract term identifying the task and the frequency of work at each site and shall be subject to approval by the designated contacts at each site.
- For failure by Contractor to provide routine scheduled service or failure to follow contract specifications, County may deduct the prorated share of the service from any payments due, based on Contractor's pricing. This provision will be used only when work is not promptly corrected by Contractor, or there are continuous documented discrepancies in Contractor's performance.
- Contractor shall not be subjected to deductions that exceed their scheduled service rate, as defined by Exhibit A Price Schedule.

Quarterly Reviews

- If required by specific County departments, contractor's representative will attend a quarterly compliance review with the designated contact for that department. Contractor will be notified of the exact time and place of each meeting. These reviews will be in addition to any other meetings to review Contractor's work.

Employee Identification and Building Access

- All employees are to be in uniforms that bear company name or logo, and have picture identification identifying them as employees of contracted company in order to obtain building access. The uniform must consist of a shirt that is easily identifiable and marked with Contractor name and/or logo. If jackets are worn, they must be clearly marked with Contractor identification

9. General Specifications/Requirements

Access to County Facilities

- County will provide full access to equipment. Should conditions arise that access may be impractical because of removal, replacement, repair, restoration, reconstruction or natural disaster, suspension of duties will not cancel or suspend any provisions of this Contract.

Contract Administration

- If required by specific County departments, a Contract Administration process will be an integral part of this contract to insure compliance. Departments requiring this process will be responsible for organizing the procedure and assigning County employees as contract monitors.

Part 2: Unscheduled Maintenance and Repair Services for Emergency Power Generators

To cover all Generators specified in this Offer Agreement. This will be based on an hourly rate for regular hours and an hourly rate for work done outside the regular hours between 7:00 a.m. and 4:00 p.m. Monday through Friday. Holidays will be those days recognized as official annual holidays per Pima County.

**END OF APPENDIX A: SCOPE OF SERVICES (5 Pages)**