



**PIMA COUNTY
PROCUREMENT**
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TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 740-8161, FAX (520) 798-1484

December 3, 2012

IFB 73302 High Efficiency Electric Motors
Addendum #1

The following revisions shall be incorporated into **IFB #73302**:

1. **Bid Due Date & Time:** Bid Due Date & Time are **CHANGED** to **December 12, 2012 @ 1:30 P.M.**
2. **Add**, motor and shaft orientation information to Unit Price Schedule, Item #9. Motor is oriented vertically with the shaft up.
3. **Add**, additional delivery requirement information to Offer Agreement Articles 4 and 8. **Specifically:** two delivery locations are required, contact information for each location is given and no dock is available at either location – delivery vehicle/personnel must be equipped to safely lower palletized shipment(s) to ground level.
4. **Replace**, original Offer Agreement: High Efficiency Electric Motors **with** Offer Agreement: High Efficiency Electric Motors - Addendum 1

All other terms and conditions remain the same.

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OFFER AGREEMENT: High Efficiency Electric Motors (page 1 of 7) – ADDENDUM 1

1. INTENT:

This document is intended to establish a discrete purchase agreement contract to provide the Pima County (“County”) Facilities Management Department with High Efficiency Electric Motors pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. The award amount is estimated to be approximately \$50,000. Pima County reserves the right to consider past vendor performance as a factor in award of the contract. SBE provisions shall be applicable. Vendors must bid on all items to be considered for award.

The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order 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.

All Goods and Services 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. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

Throughout this agreement and referenced documents the terms Blanket Contract and Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

2. AGREEMENT TERM, RENEWALS & AMENDMENTS:

The term of the agreement will be for three months with no renewals.

Provided that the County acquires prior written acceptance of amendments to this agreement from individuals certifying that they have authorization to bind the Supplier to legal agreements, both parties agree that amendments to the agreement may be issued and effective on the date of issue of a revised Purchase Order document by the County without further action by either party. Written acceptance may be given in the form of email, facsimile or other method acceptable to both parties to the agreement.

3. SUPPLIER MINIMUM QUALIFICATIONS:

By signing and submitting a bid 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. In addition:

- Vendor must possess all current State and Local business licenses as required by applicable Statutes and Ordinances. (Must be able to provide documentation upon request.)

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified in the solicitation.

- All items must be delivered with correct invoices **no later than January 16, 2013**. No Exceptions
- See Unit Price Schedule for requirements specific to each item.
- **Shipments should be palletized for handling. No dock is available at either delivery location. Delivery vehicle/personnel must be equipped to safely lower palletized shipment(s) to ground level.**

OFFER AGREEMENT: High Efficiency Electric Motors (page 2 of 7) – ADDENDUM 1

The following are Specifications for BOS Resolution 2007-84. *Offeror is to include with bid submittal* 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.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and postconsumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation shall include:

- Supplier shall recycle as many recyclable items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier shall use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier shall provide to the consumer as many environmentally preferable products as possible.
- Supplier shall modify business practices to decrease air, water and ground pollution.
- Supplier shall modify business practices to conserve energy and water use.
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) will be accepted and executed by the County by issue of a Purchase Order and effective on the document's date of issue without further action by either party. Master Agreement and Contract documents will document the term of the agreement.

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

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Delivery 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 Delivery Order.

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 (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

6. ACCEPTANCE OF SERVICES AND PRODUCTS:

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

7. COMPENSATION & PAYMENT:

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

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

OFFER AGREEMENT: High Efficiency Electric Motors (page 3 of 7) – ADDENDUM 1

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

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

OPTIONAL EARLY PAYMENT DISCOUNT TERM: 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

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products 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 products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item; those taxes should not be included in the item 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 agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, 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 those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

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: High Efficiency Electric Motors (page 4 of 7) – ADDENDUM 1**(Net 30 day Payment Terms)*******ALL ITEMS MUST BE BID TO BE CONSIDERED FOR AWARD*****

ITEM #	ITEM NAME	QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1.	FRAME 284T, HP 25, RPM 1770, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2531T or equivalent	4	EACH	\$	\$
2.	FRAME 254T, HP 15, RPM 1765, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2513T or equivalent	3	EACH	\$	\$
3.	FRAME 182T, HP 3.0, RPM 1750, VOLTAGE 230/460, PHASE 3, Baldor motor cat #EM3611T or equivalent	1	EACH	\$	\$
4.	FRAME 56J, HP 1.0, RPM 3450, VOLTAGE 230/460, PHASE 3, Baldor cat #CJM3115 or equivalent	1	EACH	\$	\$
5.	FRAME 254T, HP 15, RPM 1765, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2333T or equivalent	2	EACH	\$	\$
6.	FRAME 284T, HP 25, RPM 1760, VOLTAGE 230/460, PHASE 3, Baldor cat #EM4103T or equivalent	5	EACH	\$	\$
7.	FRAME 286T, HP 30, RPM 1760, VOLTAGE 230/460, PHASE 3, Baldor cat #EM4104T or equivalent	2	EACH	\$	\$
8.	FRAME 215T, HP 10, RPM 1770, VOLTAGE 230/460, PHASE 3, Baldor cat #EM3313T or equivalent	3	EACH	\$	\$
9.	FRAME 215T, HP 10, RPM 1760, VOLTAGE 230/460, PHASE 3, Baldor cat #ECTM3774T or equivalent. **Vertical Orientation – Shaft Up**	2	EACH	\$	\$
10.	FRAME 213T, HP 7.5, RPM 1770, VOLTAGE 230/460, PHASE 3, Baldor cat #EM3311T or equivalent	1	EACH	\$	\$
11.	FRAME 256T, HP 20, RPM 1765, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2515T or equivalent	3	EACH	\$	\$
12.	FRAME 326T, HP 50, RPM 1775, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2543T or equivalent	2	EACH	\$	\$
13.	FRAME 324T, HP 40, RPM 1775, VOLTAGE 230/460, PHASE 3, Baldor cat #EM2539T or equivalent	3	EACH	\$	\$
14.	FRAME 184JM, HP 5.0, RPM 1800, VOLTAGE 230/460, PHASE 3, Baldor cat #EJMM3218T or equivalent	1	EACH	\$	\$
15.	FRAME 182T, HP 3.0, RPM 1800, VOLTAGE 230/460, PHASE 3, Baldor cat #EM3211T or equivalent	1	EACH	\$	\$
16.	GRAND TOTAL (Items #1 through #15)				\$
	FOB Destination/Unloaded, Freight Prepaid; All freight or delivery charges must be included in unit price.				
	Although taxes will be paid IF applicable, do NOT include sales tax in unit price.				

OFFER AGREEMENT: High Efficiency Electric Motors (page 5 of 7) – ADDENDUM 1

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.

All motors and correct invoices must be received by the County no later than January 16, 2013. NO EXCEPTIONS.

Delivery will be required to two different County locations:

- **The delivery address for items #1-11 and items 14 & 15 is 150 W. Congress to the Facilities Management Dept. The actual delivery location will be the garage exit located on the north side of the building, on Pennington St. Because of area construction activity delivery personnel should contact Matt Jameson @ 724-3089 prior to attempting delivery.**
- **The delivery address for items #12 & 13 is 2225 E. Ajo Way to the Juvenile Courts facility. Delivery personnel should contact Ray Davis @ 243-7815 for access to the delivery site before attempting delivery.**
- **No dock is available at either site. Vendor must ensure delivery vehicle/personnel are equipped to safely lower palletized shipment(s) to ground level.**
- **Delivery hours at both sites are 8:00 – 4:00.**

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. 42-5159 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. 73302 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:

The SUPPLIER'S insurance shall be primary insurance and non-contributory with respect to all other available sources. 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 CONTRACTOR;
- 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.

OFFER AGREEMENT: High Efficiency Electric Motors (page 6 of 7) – ADDENDUM 1

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:

No bond 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

14. SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor 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: High Efficiency Electric Motors (page 7 of 7) – 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:

STREET 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: _____

County Attorney Contract Approval "As to Form"