

**SERIAL 05065 S      VARIABLE FREQUENCY MOTOR PURCHASE & REPAIR (NIGP 91036)**

**DATE OF LAST REVISION: August 10, 2005 CONTRACT END DATE: August 31, 2010**

**CONTRACT PERIOD THROUGH AUGUST 31, 2010**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **VARIABLE FREQUENCY MOTOR PURCHASE & REPAIR (NIGP 91036)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 10, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to:            Clerk of the Board  
Steve Varscsak, Facilities Management  
Kathy Sicard, Materials Management

(Please remove Serial 00195-E from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR: VARIABLE FREQUENCY DRIVES;  
PURCHASE, REPAIR, AND MAINTENANCE  
FOR ABB UNITS  
[NIGP CODE 91036]**

**1.0 INTENT:**

The intent of this Invitation for Bids is to establish a source for electric motor ABB variable frequency drive units manufactured by Asea Brown Bovari (ABB) for HVAC applications. The Facilities Management Department (FMD) has “standardized” on ABB units and is requiring this brand due to compatibility throughout County buildings with other ABB units. Utilizing any other brand will cause time installation delays and reprogramming of the facilities automation system software, which currently is set-up for ABB units.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 PURCHASE, REPAIR, AND MAINTENANCE ABB UNITS:**

The Contractor shall be responsible for supplying, repairing, and maintaining ABB units as specified herein.

**2.2 CONTRACTOR REQUIREMENTS:**

The Contractor shall furnish the ABB units on an as needed basis, and for service supply all necessary supervision, labor, tools, equipment, supplies, transportation, and all effort necessary to perform the specifications herein at the designated locations.

**2.3 SERVICE HOURS:**

2.3.1 *REGULAR SERVICE* shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays.

2.3.2 *AFTER HOURS* shall be work performed after 6:00 PM and before 6:00 AM the next morning.

2.3.3 *WEEKENDS & HOLIDAYS* shall be work performed Saturday, Sunday, or during any County holiday.

2.3.4 Response time for a requested service call shall be four (4) hours (on-site) after Contractor receives request from FMD for *REGULAR SERVICE*, and four (4) hour response on-site for calls *AFTER HOURS*. There shall also be a two (2) hour on-site response for any call during *REGULAR* or *AFTER HOURS*, if requested as an EMERGENCY.

**2.4 BACKGROUND CHECK AND UNIFORM REQUIREMENTS:**

2.4.1 Contractor’s staff providing services shall require the following:

One, or combinations of, a background check from:  
Facilities Management Department;  
Superior Court;  
or County Attorney’s Office.

The cost of this service will be incurred by FMD.

2.4.2 All employees of the contractor providing services to County buildings must wear a company uniform identified with the company name consisting of a minimum of one of the following:

- A) Shirt/Blouse
- B) Vest
- C) Hat

2.5 SPECIFICATIONS, MINIMUM:

NEMA 1 enclosure, UL approved  
Floor and Wall Mount availability  
2-Contactor E- Bypass (output and bypass)  
Electronic Bypass Control Keypad w/ H-O-A Selector  
Electronic Motor Overload  
Motors, inverter duty  
RS 485 port for the FAS  
Door Interlocked Disconnect Switch  
Fast Acting Drive Input Fuses  
Fireman's override  
Siemens/Landis Communications

Vendor must supply local certified start-up and reprogramming for new units

2.6 POINT OF DELIVERY:

In most cases, the point of delivery shall be the Contractor's retail site, otherwise FMD's Durango Warehouse. Exceptions are emergency request by the County where the requirement may be to drop-ship the product directly to a County location.

2.7 SHIPPING CHARGES:

Bid prices shall be FOB Destination to the County AND shall be part of the unit pricing. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection of the goods.

2.8 DELIVERY:

It shall be the Vendor's responsibility to meet the County's delivery requirements of FOB Destination on normal shipments. New units requested that are not in stock shall not exceed a four week delivery interval from date of order.

If for part(s), it is the responsibility of the Vendor to pay for freight (overnight, airfreight, UPS/FEDEX direct, etc.). Exceptions on priority deliveries for *special order* or *non-stock* parts(s) are acceptable with the approval from the County's authorized representative.

Maricopa County reserves the right to obtain product on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.9 WARRANTY :

The warranty for new units shall be twenty-four (24) months parts and labor from date of start-up. If a unit is ordered, shipped, and received by the County, but not installed immediately, all warranties shall expire thirty (30) months from the date of shipment.

Warranty for repair work on units that are not under warranty shall be fourteen (14) calendar days on the specific repair only.

2.10 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

2.11 SERVICE REQUIREMENTS, COUNTY-OWNED ABB UNITS:

The County has standardized on ABB brand and thus all facilities automation system software is configured to this brand. The Contractor shall have staff factory trained to repair and maintain the following units:

Model ACH 500 1991 – 1997  
Model ACH 400 1998 – 2004  
Model ACH 550 2004 – current

The Contractor must provide certified ABB factory start-up and on-site operations training for new units purchased.

2.12 EMPLOYEES OF THE CONTRACTOR

No one except authorized employees of the Contractor (or subcontractor) is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.13 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.14 INVOICING:

Invoicing for new purchases shall contain:

The invoice shall contain the following:

Terms as bid  
Purchase order number  
Contract serial number  
Type, size of VFD  
Extended price  
Sales tax  
Total

Invoicing for repair Time & Materials:

Terms as bid  
Purchase order number  
Contract serial number  
FMD trouble call number  
Site name and address  
County building number  
Total labor hours  
Labor rate as bid  
Total extended labor cost  
Itemized parts (if billable)  
Tax on parts only  
Totals

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476  
[chinegar@mail.maricopa.gov](mailto:chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, FMD – (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 09:00 A.M. (MST) ON MAY 19, 2005 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, LIBERTY ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.**

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.10.1 Compliance with specifications

3.10.2 Price

3.10.3 Determination of responsibility

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled), one (1) copy and one (1) electronic copy of pricing on a CD in Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**MECH-LINE SERVICES LLC, 736 E FLYNN LANE, PHOENIX, AZ 85014**

**PRICING SHEET: S076917 / C415009 / BO601618 / NIGP 91036**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES  NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

**1.0 PRICING:**

ABB BRAND, VFD UNIT PRICING:

BY-PASS ASSEMBLY INCLUDED

NEMA 1 RATED INDOOR ENCLOSURE\*

FOR 1800 RPM MOTORS - (MOTORS NOT INCLUDED)

ALL PRICING TO INCLUDE FREIGHT

	<u>HORSEPOWER</u>	<u>208/230 VOLT</u>	<u>480 VOLT</u>	<u>QTY. DISC. 10 OR MORE</u>
1.1	1	\$ 1,371.00	\$ 1,406.00	10 %
1.2	1.5	\$ 1,510.00	\$ 1,406.00	10 %
1.3	2	\$ 1,685.00	\$ 1,505.00	10 %
1.4	3	\$ 1,779.00	\$ 1,639.00	10 %
1.5	5	\$ 1,957.00	\$ 1,768.00	10 %
1.6	7.5	\$ 2,169.00	\$ 1,941.00	10 %
1.7	10	\$ 2,456.00	\$ 2,169.00	10 %
1.8	15	\$ 2,992.00	\$ 2,571.00	10 %
1.9	20	\$ 3,469.00	\$ 3,080.00	10 %
1.10	25	\$ 4,312.00	\$ 3,692.00	10 %
1.11	30	\$ 5,702.00	\$ 4,168.00	10 %
1.12	40	\$ 7,232.00	\$ 4,817.00	10 %
1.13	50	\$ 7,884.00	\$ 6,117.00	10 %
1.14	60	\$ 9,048.00	\$ 7,848.00	10 %
1.15	75	\$ 10,823.00	\$ 8,781.00	10 %
1.16	100	\$ 12,107.00	\$ 10,659.00	10 %

\* Other type enclosure must be separately quoted

**RETURN POLICY FOR NEW, UNUSED, AND ORIGINAL UNOPENED CARTON:**

The Bidders shall state their return policy, time limitations, or restocking charges--

Return policy:	Must be NEW, UNUSED in ORIGINAL UNOPENED CARTON.
Time limitations:	5 months
Restocking charge:	20 %

**ABB BRAND, VFD SERVICES:**

- 1.17 Labor, normal business hours: \$ 90.00 /per hr.
- 1.18 Labor, after hours: \$ 135.00 /per hr.
- 1.19 Labor, weekends and holidays: \$ 135.00 /per hr.
- 1.20 Parts, components, materials, and other, list minus: 20 % (per cent)
- 1.21 Labor, for services outside the scope of contract: \$ 90.00 /per hr.

**MECH-LINE SERVICES LLC, 736 E FLYNN LANE, PHOENIX, AZ 85014**

Terms: 1% 10 Net 30

Vendor Number: W000002794 X

Telephone Number: 602-263-1271

Fax Number: 602-279-9216

Contact Person: Karen Pickinpaugh

E-mail Address: [office@mech-line.com](mailto:office@mech-line.com)

Company Web Site: [www.mech-line.com](http://www.mech-line.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2010.**