



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No:	P05-0094	Proposal Due:	May 26, 2005
Materials and/or Services:	Building Automation Control Systems Installation/Service/Support	Proposal Time:	5:00 P.M. MST
		Contact:	Kimberley Benedict
Project No:	Location: City of Peoria, Materials Management	Phone:	(623) 773-7115
	Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345		

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

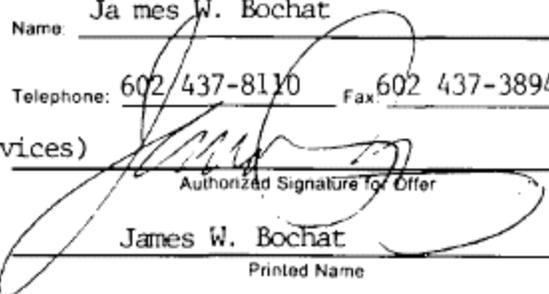
Arizona Transaction (Sales) Privilege
Tax License Number: 07-340249-G

For clarification of this offer contact:
Name: James W. Bochat

Federal Employer Identification
Number: 86-0581523

Telephone: 602 437-8110 Fax: 602 437-3894

Pro Mechanical Services, Inc. (dba Pro Services)
Company Name


Authorized Signature for Offer

4818 South 40th Street
Address

James W. Bochat
Printed Name

Phoenix AZ 85040
City State Zip Code

Vice President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City, 2.) Your offer in Response to the City's Request for Proposal, 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:

Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 7-26-2005

Approved: William L. Emerson, Deputy City Attorney



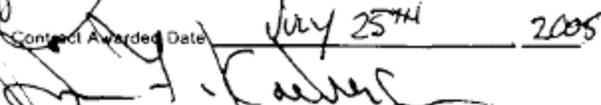
CC: _____


Stephen M. Kemp, City Attorney

Contract Number:
A CON 31105

Contract Awarded Date: July 25th 2005

Official File: _____


Herman F. Kobergen, Materials Manager

CERTIFICATE NUMBER
HOU-000619145-01

PRODUCER
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ACE AMERICAN INSURANCE COMPANY
- COMPANY
B GREAT AMERICAN INSURANCE COMPANY
- COMPANY
C
- COMPANY
D

016285--\$25M-04-05 PMSI

INSURED
Pro Mechanical Services, Inc.
4818 S. 40th Street
Phoenix, AZ 85040

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROF	XSL G2 17 03 19 9	12/08/04	12/08/05	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ISA HO 80 14 50 4	12/08/04	12/08/05	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	TUU 6627697 00	12/08/04	12/08/05	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WLR C4 39 88 64 5	12/08/04	12/08/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS
Job: City of Peoria 8401 W. Monroe Street, Room 150, Peoria, AZ 85345-6560

City of Peoria
8401 W. Monroe Street
Room 150
Peoria, AZ 85345-6560

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAKE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
By Jeff Wheeler

Jeff Wheeler

VALID AS OF: 03/14/05



4818 South 40th Street
Phoenix, AZ 85040
(602) 437-8110
Fax (602) 437-3894
Tucson (520) 622-0907

July 5, 2005

City of Peoria
8401 West Monroe Street
Peoria, Arizona 85345

Attention: Kimberly Benedict, CPPB
R: Requested Response to Solicitation Number P05-0094

Dear Ms. Benedict,

I submit the following clarification of the proposal referenced above as you have requested:

1. The emergency phone number is the same as our main line (602) 437-8110. During normal working hours, it is answered by the dispatcher. After hours, the caller is directed to the "on call service technician".
2. Preventive maintenance, remote technical assistance, and onsite technical assistance are available during normal working hours, 7:30 AM to 4:30PM Monday through Friday, excepting holidays. Preventive maintenance is generally scheduled with the Peoria operations staff, and is typically scheduled 2 to 3 days in advance. Remote assistance is typically performed "on demand" and is available during all normal business hours. The exception to this would be if a specific engineer is requested, that individual may not be available (because of travel or other commitments) for several days. Someone is always available (24-7) but not necessarily the specific individual wanted. On-site technical assistance is similar to preventive maintenance, unless there is a serious problem, which is handled similar to emergency service with response time at 4 hours for a critical problem, and next day for a more routine issue. Onsite assistance is usually scheduled to coincide with availability of Peoria staff.
3. Response time for service calls is from 4 hours for a critical item to several days for a routine matter. The problem is discussed with Peoria staff, and the appropriate action is scheduled, usually for the convenience of the Peoria staff.
4. Emergency response time is 4 hours. A typical response would be as follows: Emergency call received. On call technician returns call to assess situation and urgency. If problem can be addressed remotely (via WEB or dial up) that is accomplished. If not either, on call technician, or other appropriate responder, is dispatched directly. Total time to arrival is typically less than 4 hour, depending on nature of emergency.

Pro Services a Division of



5. Pro services continuously trains technicians and engineers on existing and new systems, and the new releases of all systems. We try to send the appropriate person for the specific job. We have individuals that specialize in engineering, programming, troubleshooting, installation, and electrical work. Most of these people are cross trained in more than one skill set, and many are trained in all aspects of control installation and service. Also, certain technicians are more familiar with the Peoria facilities. We endeavor to send the best available person to meet the City's needs.
6. Hardware (System) expansion is typically handled through the construction process where we are contracted to a mechanical contractor. Software additions and enhancements are typically contracted directly to the City. Some additions are even handled by City staff with Pro Services providing parts only.
7. The following software is covered under the program: Work-Place Pro, and Work-Place Tech. Pro-Block is not covered, and as a non-Invensys software, not available for coverage. Pro-Block is used for the legacy product lines, and as such, no enhancements or revisions are expected. Sig-Web is also a non-Invensys product, and is a unique case. Sig-Web may end up as a product that will not be used for the system.
8. A. The eighty hours extends to the existing and new buildings as they are completed and finish the warranty period. The specific use of a portion of the work (the portion not used otherwise) is directed by Peoria staff for highest and best use of available time. The Peoria staff is highly trained and usually fully aware of support needs.
B. The units cost cover existing and new buildings. The Factory software support is usually added to a facility at the end of the warranty period. The cost is \$98.00 annually per UNC added to the system. All facilities are covered except the Fire Station under construction. When appropriate, the next new fire station, the Arts Complex, new municipal building, and the Beardley water administration office will be added. When several new buildings are in use, the PM hours should also be increased.

I believe I have answered all of your questions. As to the request for a new scope of work and fee schedule, I don't think anything has changed except as noted above, and the fee of \$98.00 for adding a new UNC. I do not anticipate that any new buildings (except possibly the fire station under construction) will be completed during the current term of this agreement.

If there are any additional questions, please call me at my office.

Best regards,

PRO SERVICES



Michael F. Harris
Sales



City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

June 27, 2005

Mr. James Bochat
Pro Mechanical Services, Inc.
dba / Pro Services
4818 South 40th Street
Phoenix, Arizona 85040

RE: Solicitation Number P05-0094, Building Automation Control Systems Installation,
Service and Support

Dear Mr. Bochat:

The City is requesting clarification of the proposal that was submitted for the above reference project.

1. The original Scope of Work requested a dedicated telephone number for emergency service calls. Please provide this phone number.
2. Please provide more detailed information regarding preventative maintenance hours, remote technical assistance hours and onsite technical assistance hours. This information should include the hours these services are available and the response times for each type.
3. Please provide a response time for service calls.
4. Please provide details on emergency response times.
5. Is there a level or tier system of expertise in place for service or install? If so, please provide details.
6. Please provide details on hardware and software expansion. How specifically is this handled?
7. The complete system incorporates software other than front end software; Work-Place Pro, Work-Place Tech, Pro-Block and Sig-Web. Are these licenses and upgrades included in your scope and fee? If not, please provide this information.

8. The City is in receipt of your letter dated June 14, 2005, stating that Pro Services will extend all of the applicable provisions of the offer to any new construction projects that may be considered, as well as provide "open book pricing" as appropriate. Please clarify the intent:
- a. Does the eighty (80) hours of system maintenance support that you quoted at \$10,488.00 include existing and new City buildings? If not, please provide more detail.
 - b. Do the unit costs for additional scope include existing and new City buildings? If not, please provide more detail.

The City requests that you provide an updated scope of work and fee schedule based on these clarifications.

Please provide the revised fee schedule no later than **5:00 p.m., July 7, 2005**. If you any questions please contact me at (623) 773-7531. Thank you.

Sincerely,



Kimberley Benedict, CPPB
Buyer



4818 South 40th Street
Phoenix, AZ 85040
(602) 437-8110
Fax (602) 437-3894
Tucson (520) 622-0907

June 14, 2005

Dan Zenko
Material Management Supervisor
City of Peoria
8401 W. Monroe
Peoria, AZ 85345

Dear Mr. Zenko

I am writing you as a follow up to our response for RFP P05-0094 Building Automation Control System Installation/Service/Support. Our offer addressed primarily existing buildings and smaller service offering, rather than specifically, new construction.

My point of clarification is that Pro Services will extend all of the applicable provisions of the offer to any new construction projects for which we may be considered, as well as provide "open book pricing" as appropriate. The City of Peoria is a premier client for Pro Services, and we want to ensure that our proposed work is considered as a "best value" to the City.

If any additional information is required, please call me at my office, (602) 437-8110.

Best regards,
PRO SERVICES

A handwritten signature in black ink, appearing to read "Michael F. Harris".

Michael F. Harris
Vice President

**City of Peoria
Building Automation Control Systems
Installation/Service/Support Proposal
P05-0094**

May 26, 2005



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Pro Services Capabilities

Pro Services has been Arizona's premier mechanical specialty contractor since 1987. Headquartered in Phoenix, AZ, Pro Services meets the energy needs of building owners and mechanical contractors statewide.

As the Invensys Controls representative for Arizona, Pro Services provides complete design, installation, service and maintenance for the Invensys (I/A, Siebe, Robertshaw and Harber Colman) control system product line. Invensys offers single source building services programs, DDC facility management systems and complete lines of electronic, and electric

and pneumatic control components. Pro Services has the expertise and capabilities to engineer and install any size control or automation system. Fully licensed and bonded, we are able to provide total systems capabilities to our clients. Invensys, with over \$7 billion revenues annually, provides the stature and stability of a large company, while Pro Services, the local Arizona Independent Field Office (IFO) provides customer satisfaction that only a local company can provide. Pro Services was also appointed as an Invensys Authorized Satellite Training Center in 2001.

Our training facility, conveniently located close to the airport, supports Invensys employees and customers throughout the world. Our factory trained instructors train on all aspects of the Invensys control systems, including older models of equipment and software

Our N.F.B.B. Certified Balance Division provides independent, NEBB Certified Air, Hydronic, Sound and Vibration testing and balancing for all building HVAC systems. Specialty services include Clean Room Balancing and Indoor Air Quality Surveys. As a NEBB Certified Systems Commissioning agent, we are certified to commission the HVAC, controls and plumbing systems of your building which insures its system operation.

The Line[®] Service Division provides not only HVAC service and preventive maintenance, but also after-warranty service for Siebe control systems and other manufactures. Full HVAC maintenance services for chiller plants, unitary air conditioners, boiler systems and other systems are maintained by our factory trained and environmentally certified service technicians.



Local Support

Pro Services provides and administers the Invensys factory Service Support Agreement (SSP), which includes all new revisions of software and new scheduled releases of software for the Graphical User Interfaces; provides Area Controller firmware and installation upgrades, and provides data base management to review application software and confirm that recommended operating procedures are maintained by operating personnel. (See SSP documents).

Pro Services was appointed as an Invensys Satellite Training Center in 2001 to provide training for Invensys employees and customers. Since our training center's inception, we have had students from Great Britain, Canada, South Africa and throughout the United States attend. We average 20 students per month attending the training center.



Our instructors are Invensys trained and must pass rigid standards set by Invensys in order to become an instructor. The Pro Services Instructors have 30 years of combined Invensys engineering, programming, and installation experience. They are knowledgeable of all Invensys control products and students will be able to gain from their "hands on" experience. Our classes include legacy product training as well as training for the I/A Series. Pro Services also maintains a website, which is linked to the Invensys Training Center in Loves Park, IL.

Customer courses are presented at the Training Facility by professional training engineers using simulated HVAC conditions. Our courses are approved by the International Association for Continuing Education and Training (IACET) and students passing the course will receive Continuing Education Units (CEUs).

Classes include:

- I/A WorkPlace Tech
- NW8000 Signal Basic
- NW8000 GCM/MZII Programming
- DMS3500 Basic Operations
- DMS3500 Programming
- I/A Niagara Certification
- I/A Niagara Basic Operations
- I/A Niagara Technician

Complete Capabilities

Complete local capabilities are the reasons we excel at helping our customers achieve their goals, and help them obtain the long-term benefits they expect and deserve from their investment in Invensys Controls.

Our local capabilities include Turnkey System Sales, Project Management and Coordination, System Installation Design, Applications Engineering, Programing and Testing, Site Startup and Technical Assistance, Customer Training, Warranty Support, After Startup Technical Assistance and Local Support OPTIONS™.

Pro Services provides the following capabilities:

- Invensys Building Systems
- Invensys Controls Service and Maintenance
- Authorized Invensys Factory Training Center
- NEBB Certified Air & Water Balance
- NEBB Certified Commissioning
- HVAC Service & Maintenance

Field Office Information

Address: 4818 South 40th Street, Phoenix, AZ 85040

Key Personnel: James W. Bochat – Vice President

Michael F. Harris - Control Sales

Ken Bochat – Controls Division Manager

Years of Local

Continuous Service: 18 years

Customers Include: The University of Arizona, Marriott Desert Ridge Resort, Carl Hayden VA Medical Center, Intel, Motorola, City of Scottsdale, and City of Peoria.

To achieve your business goals, City of Peoria needs a responsive, accessible liaison to assess your needs and support your operations. OPTIONS™ offers Operations solutions to promote local partnerships; to assure that your continuing needs will be fulfilled. The list of OPTIONS™ includes; financing alternatives, comprehensive equipment maintenance, energy-efficient lighting, non-HVAC retrofits and many other creative ways to justify and implement time, cost, energy saving and production improvement solutions to make your business run better. Our local office is ready to propose, implement, and maintain cost-effective Invensys OPTIONS™ solutions for you...

... Call us and we'll put you in control.

Staff Assignments & Experience

Key Employees for the City of Peoria Contract

Our Phoenix area staff consists of a division manager, 3 engineers, 1 training instructor, 2 project managers, and 5 control technicians. All of these individuals are Invensys factory trained and able to provide software, firmware, hardware, programming, troubleshooting, and service.

Key Staff:

- Ken Bochat – Division Manager
 - Frank Voiland III – Application Engineer / Technician
 - Aaron Johnson, EIT – Application Engineer
 - Jim Bayles – Engineering Manager
 - Shane Wiss – Superintendent/Project Manager
 - Tim Bochat – Superintendent
 - Mark Birtner – Project Manager
 - Roy “Chuck” Balogh – Controls Technician
 - Chip Witcher – Training Center Instructor
-
- Detailed Resumes under Additional Data Support Section
 - Training Certificates under Additional Data Support Section

Firm's Experience

Past Performance

Pro Services has an outstanding record of performance, with a very impressive list of Invensys VA and NETWORK 8000* System users. We have formed partnerships with these customers, to help them achieve their goals; they continue to obtain the benefits that they expected to receive from their investment.

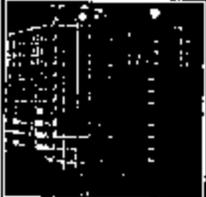
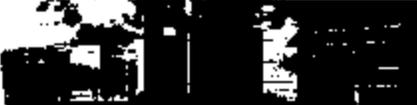
We are pleased to be recognized by our customers as the highest quality source of installed systems and continuing support. Many of our customers have gone through a careful selection process; they toured existing installed system sites, traveled to corporate headquarters, visited manufacturing facilities and looked closely at local capabilities. They then selected Pro Services (Pro Services); representing the premiere control system company.

Pro Services has engineered, installed, programmed, and maintained the 15 locations listed in the Inventory of Systems. We are currently working with contractors constructing a new City Fire Station #1, we are working with the City and the design team developing the soon to be built Performing Arts Center, and have provided construction budgeting for the new Deardsley Water Treatment Facility.

A recent project of Pro Services is the Peoria Police and Public Safety Building. At this site we integrated several technical systems to form a unified control system to provide the site with fail-safe 24 hour operation and Emergency Response Programming to accommodate unusual events such as power failure and or local emergencies.

In addition to the City of Peoria, Pro Services provides control design and installation services to many customers, including the City of Scottsdale, University of Arizona, Carl T. Hayden Veterans Medical Center.

Projects

<p>Marriott Desert Ridge Resort Phoenix, AZ</p>	
<p>Esplanade Condominiums Phoenix, AZ</p>	
<p>Carl Hayden V.A. Medical Center Phoenix, AZ</p>	
<p>University of AZ – New Student Union Tucson, AZ</p>	
<p>City of Peoria Technology Center Peoria, AZ</p>	
<p>Motorola MOS12 Chandler, AZ 90,000 square feet of Class 1 and Class 1000 clean room</p>	
<p>Challenger Learning Center Peoria, AZ</p>	

<p>University of AZ – ILC Freshman Center</p>	
<p>City of Peoria Spring Training Facility Phase 1 & 2 Peoria, AZ</p>	
<p>Intel OC8 Chandler, AZ</p>	
<p>City of Peoria Police & Fire Station Peoria, AZ</p>	

Project Approach

Pro Services approach to the project includes four areas of support and maintenance:

1. **Invensys Factory System Support Agreement** - This support agreement includes all software revision upgrades for the Graphical User Interfaces (GUI) as they are produced/released by Invensys; includes firmware upgrades, enhancements, and patches as produced/released by Invensys; includes special pricing on migration path hardware and software to keep systems "state of the art" and current with non-Invensys software systems such as Microsoft.
2. **Pro Services Administration of Invensys Factory System Support Agreement.** Pro Services provides field labor, technicians, and programmers to administer the Invensys program, including loading and programming software releases, chip change and installation on firmware upgrades.
3. **Pro Services technical support including offsite/remote programming and assistance, planned on site technical hardware and software support, data base management support to assist City facilities personnel with software programming and data base issues, and city directed maintenance time to be devoted to repair or replacement issues, programming, or onsite training as directed by city personnel.**
4. **Preferred pricing on Invensys hardware and software, and preferred pricing on "as needed" Pro Services technical assistance including priority 24 hour emergency service, engineering, installation, and training services. (See pricing matrix).**

The work plan includes the following methodology:

When software or firmware revisions are released by Invensys, we analyze system impact and installation requirements, notify and schedule with Peoria Facilities Department, and perform installation/upgrade on site. Software/firmware is installed, checked out, started, and tested. If training or familiarization of City personnel is required, it is performed at installation, or scheduled at a later time, depending on City needs.

All documentation is kept current and copies of appropriate documents are provided to City Facilities personnel.

When requests are received from City personnel for technical assistance, either remote by phone or on-site, we respond with the appropriate technician. Preventive maintenance hours and onsite technical assistance hours are provided with in the program.

If repairs are required, we can perform them by providing parts, or using the spare parts from City inventory. Routine repairs are commonly covered using some of the City directed assistance hours with in the support program.

Emergency response will be handled with the on call technician, either using planned hours if available or City issued repair request, as appropriate.

Location of Work

Pro Services maintains its main office, training center and warehouse in Phoenix, Arizona. We are located near Sky Harbor International airport.

Our Phoenix office performs its work throughout the Phoenix metropolitan area, central and northern Arizona.

The primary technicians for this contract, Ken Bochat, Frank Voiland III, Shane Wiss, and Tim Bochat, all reside in the West Valley, and within the 50 mile stipulated distance.

Additional Data Support

Detailed Resumes

Training Certificates

Invensys Representative Letter

Emergency Service

Fee Proposal

Ken Bochat

Invensys Controls Division Manager

EDUCATION: Glendale Community College
1994 - Arizona State University - B. S. Mechanical Engineering

CONTINUING EDUCATION: Invensys I/A Factory Training - All systems
Train the Trainer Seminar
Invensys Signal Programming
Invensys Niagara Certification
Invensys Lon Networking
Invensys WorkPlace Tech

EXPERIENCE:

1995 - Present **PRO SERVICES, Phoenix, AZ**
Invensys Controls Division Manager
Manager of all engineering functions. Technical support for Invensys Building Systems and Foxboro Process systems. Responsible for engineering staff. Also is lead training instructor for Invensys WorkPlace Tech classes held at the Pro Services Invensys Satellite Training Facility.
Project Supervision includes:
Carl Hayden VA Medical Center
Marriott Desert Ridge
Empire Machinery
Intel OC8
Motorola MOS12
City of Peoria

1987 - 1995 **PRO SERVICES, Phoenix, AZ**
Invensys Division manager. Responsible for Temperature controls & EMS projects and division management. Oversees division supervisors, schedules training, engineering, etc.

1986 - 1987 **J. B. RODGERS MECHANICAL CONTRACTORS, Phoenix, AZ**
EMS Installation technician.

James T. Bayles

Engineering Manager

EDUCATION: B.S. Mechanical Engineering – Point Park College, Pittsburg, PA

CONTINUING

EDUCATION: Foxboro I/A Training
Honeywell Process Controls Training
Invensys SOCC Training

EXPERIENCE:

1998 - Present **PRO SERVICES**, Phoenix, AZ
Engineering Manager. Responsible for control engineering, cad layouts, field engineer coordination. Supervises application engineers.

1995 - 1998 **INDUSTRIAL SYSTEM SOLUTIONS, INC.**, Tempe, AZ
Sales Manager and company officer. Responsible for sales and marketing responsibilities for growth of company's integrated systems market share in Arizona.

1993 - 1995 **HONEYWELL, INC., INDUSTRIAL AUTOMATION & CONTROLS** Phoenix, AZ
Manager Field Instruments, International Sales.

1988 - 1993 **HONEYWELL, INC.**, Buffalo, NY
Sr. Account Sales Manager.

Tim Bochat

EMS SUPERVISOR

EDUCATION: Graduated Deur Valley High School 1986

**CONTINUING
EDUCATION:** Invensys Factory Training – WorkPlace Tech
Invensys Factory Training – NW8000 GCM/MZII Programming

EXPERIENCE:

1987 - Present

PRO SERVICES, Phoenix, AZ

Energy Management Supervisor / Electrician. Responsible for installation of low voltage control systems. Assists with line voltage . Fiber Optic installation technician, Responsible for crew management.

Projects:

- VA Carl Hayden VA Medical Center
- Prescott VA Medical Center
- City of Peoria Fire Station #95
- City of Scottsdale Administration
- Kayenta Schools

Mark Bittner

Project Manager

EDUCATION: Mesa Community College
Graduated Mitchell Area Vocational Technical School
Eastern Carolina University
U. S. Marine Aircraft Launch & Recovery School
Graduated Woonsocket High School

**CONTINUING
EDUCATION:** Invensys Robertshaw DMS Factory Training
Invensys WorkPlace Tech Programming
Invensys Niagara Technician

EXPERIENCE:

1991 - Present **PRO SERVICES, Phoenix, AZ**
Project Manager. Responsible for crew supervision, management of projects.

Experience:
City of Scottsdale All projects
Lake Havasu School District
Payson Regional Medical Center

1990 -1991 **STREECH/VCS ELECTRIC, Phoenix, AZ**
Electrical Foreman.

1987 - 1989 **ROBERT EWING GENERAL CONTRACTOR, Phoenix, AZ**
Industrial Electrician/Foreman.

1984 - 1987 **BOWN ELECTRIC, Phoenix, AZ**
Commercial Electrician/Foreman.

1982 - 1984 **HANSON ELECTRIC, Scottsdale, AZ**
Commercial/Residential electrician.

Roy (Chuck) Balogh

Control Service Technician

EDUCATION: Graduated Peoria High School
US Navy Interior Communications

CONTINUING EDUCATION: Invensys WorkPlace Tech Programming
Invensys Niagara Technician
Invensys GCM/MZII Programming
StaeFa Controls Smart II Application Engineering
Delta Controls Programming
Fiber Optic Training
Saftronics VAV Maintenance Training

EXPERIENCE:

2000 - Present **PRO SERVICES, Phoenix, AZ**
Field Superintendent/Control Service Technician. Performs maintenance and emergency service on Invensys control projects throughout AZ. Attends factory training for Invensys controls. Installs control service projects.
Projects Include:
Marriott Desert Ridge Resort
Intel OCS

1994 - 2000 **CONTROL ENGINEERING, Inc. , Phoenix, AZ**
Field Superintendent. Responsible for project crew schedule, project management, control system installation and change orders.

1990 - 1994 **US NAVY**
Interior Communications Electrician. Maintained ship's equipment from intercom to power distribution.

Charles (Chip) Witcher III

Instructor

EDUCATION: Graduated Alfred T. Bonnehel High School
Graduated Louisiana State University
Graduated Jefferson Parrish Vocational Technical

CONTINUING EDUCATION: Invensys Controls Training
Train the Trainer Seminar
Foxboro Training
Dunham Bush, Inc. Rotary Screw Training
Tour & Anderson C-80 Control Products
Robertshaw Controls DMS350
Johnson Controls JC8540

EXPERIENCE:

2001- Present **PRO SERVICES, Phoenix, AZ**
Satellite Training Facility Instructor. Responsible for instruction of NW8000 and DMS factory training for Invensys employees and customers.

1993 - 2001 **Invensys Chief design engineer.** Responsible for complete layout, programming, and design of Barber Colman, Robertshaw and Foxboro projects.

1990 -1993 **SERVI-TECH CONTROLS, INC., Sacramento, CA**
Branch manager of ROBERTSHAW office. Responsible for sales, design, labor and material coordination.

1988 - 1990 **LAKEAWAY MANAGEMENT, Louisiana**
Facilities Manager. Supervision of EMS maintenance and tenant improvement for 2 million square foot facility

1986 - 1988 **LOUISIANA CONTROLS, Louisiana**
Branch Manager. Robertshaw (1) man satellite office.

1984 - 1986 **CONTROL TECHNOLOGIES, INC., Louisiana**
Controls Engineer. In charge of engineering division of SIEBE Robertshaw office.

1979 - 1984 **MECHANICAL CONSTRUCTION EQUIPMENT SALES, Inc.**
Sales Engineer. Responsible for HVAC sales and equipment start up.

Frank Voiland III

Programming Technician

EDUCATION: Attended Arizona State University

**CONTINUING
EDUCATION** Invensys Signal
 Invensys WorkPlace Tech Training
 Invensys GCM/MZII Programming
 Invensys Niagara Certification
 Invensys Micronet Technician

EXPERIENCE:

1994 - Present

PRO SERVICES, Phoenix, AZ

Programming technician. Responsible for installation of Invensys control systems software and troubleshooting of software installation. Performs service calls for warranty service.

Experience:

Siete Square Office
Kayenta Schools
Motorola MOS 12
City of Scottsdale
City of Peoria

Shane Wiss

Field Supervisor

EDUCATION: San Bernardino College, San Bernardino, CA 1994-96
Graduated Pacific High School, San Bernardino, CA

**CONTINUING
EDUCATION:** Invensys WorkPlace Tech Programming
Niagara Technician
DMS3500 Programming

EXPERIENCE:

1997 - Present

PRO SERVICES, Phoenix, AZ

Field Supervisor for Control Division crews. Also performs as Control Technician and Electrician. Assists project manager. Responsible for installation of low voltage control systems. Assists with line voltage

Experience:

Marriott Desert Ridge Resort

City of Peoria

Intel OC8

Zuni Medical Center

Gallup Regional Medical Center

1996 - 1997

WHITE ELECTRIC, West Plains, MO

Apprentice Electrician. Responsible for all electrical wiring for Wingate Inns in Los Colinas and Houston, TX.

Aaron Johnson

Application Engineer

EDUCATION: Arizona State University.

CONTINUING

EDUCATION: Invensys I/A WorkPlace Tech Programming
Invensys Signal
Invensys Niagara Certification
Invensys GCM/MZII Programming
Engineer in Training Certification Program

EXPERIENCE:

2000 - Present

PRO SERVICES, Phoenix, AZ
Application Engineer

Responsible for computer graphic generation and system programming for Invensys control systems.

Experience:

Carl Hayden VA Medical Center

Marriott Desert Ridge Resort

City of Peoria

City of Scottsdale

TRAINING CENTER CERTIFICATE

Be it known that

Ken Bochat

has successfully completed the I/A Series Engineering Course, and has been awarded this certificate on 09/21/2001.

CEUs Awarded: 3.2




Authorized by: John L. Criner
Senior Training Engineer

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://ibsa-training.invensys.com>



TRAINING CENTER CERTIFICATE

Be it known that

Frank C. Voiland

has successfully completed I/A Series Niagara Engineering,
and has been awarded this certificate on this 31st day of January, Two Thousand Three.

CEUs Awarded: 7.0

Authorized by: *John L. Criner and Sam Rongere*
Senior Training Engineers



invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://ibsa-training.invensys.com>



TRAINING CENTER CERTIFICATE

Be it known that

Charles S. Witcher

Has successfully completed I/A NIAGARA TECHNICAL CERTIFICATION, and has been awarded this certificate on this 14th day of December, Two Thousand One.

CEUs Awarded: 7.0



John L. Griner and Sam Rongere
Authorized by: John L. Griner and Sam Rongere
Senior Training Engineers

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



TRAINING CENTER CERTIFICATE

Be it known that

Shane Wiss

has successfully completed the I/A Series Technician's Course, and has been awarded this certificate on 03/14/2003.

This certification is valid while employed by a factory-authorized field office.

CEUs Awarded: 3.2


Authorized by: John L. Criner
Senior Training Engineer



Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://ibsa-training.invensys.com>



C E R T I F I C A T E

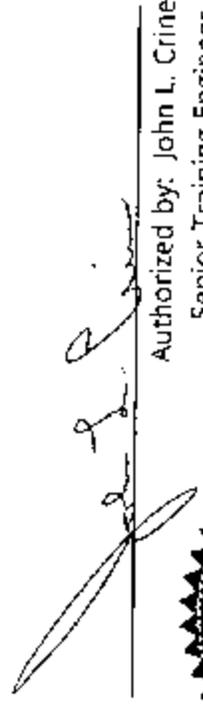
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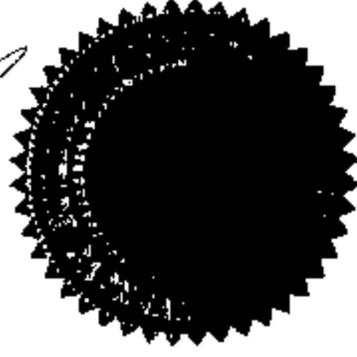
Aaron Johnson

of Pro Services has successfully completed the **V/A Series Technician's Course**, and has been awarded this certificate on 03/12/2004.

This certification is valid while employed by a factory-authorized field office.

CEUs Awarded: 3.2


Authorized by: John L. Criner
Senior Training Engineer



Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://insa-training.invensys.com>



TRAINING CENTER CERTIFICATE

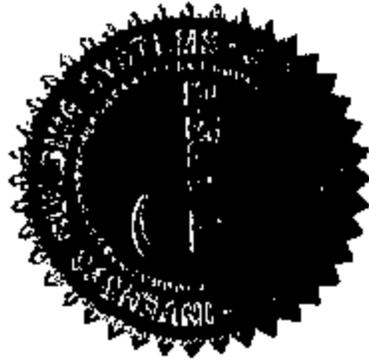
Be it known that

Roy Balogh

has successfully completed the **I/A Series Technician's Course**, and has been awarded
this certificate on 03/14/2003.

This certification is valid while employed by a factory-authorized field office.

CEUs Awarded: 3.2




Authorized by: **John L. Criner**
Senior Training Engineer

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://ibsa-training.invensys.com>



TRAINING CENTER

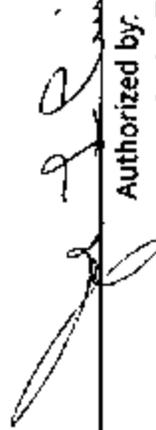
CERTIFICATE

Be it known that

Mark A. Bittner

has successfully completed the I/A Series Niagara Technician's Course,
and has been awarded this certificate on this 14th day of March, Two Thousand Three.

CEUs Awarded: 3.2


Authorized by: John L. Criner
Senior Training Engineer



Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111
<http://ibsa-training.invensys.com>



TRAINING CENTER

CERTIFICATE

Be it known that

Aaron Johnson

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 5th day of
December, Two Thousand Three.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61117



Kenneth Bochat *Chip Wilcher III*

Authorized by: Kenneth Bochat and Charles "Chip" Wilcher III
Senior Training Engineers

invensys
Building Systems

TRAINING CENTER

CERTIFICATE

Be it known that

Mark Bittner

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 8th day of
November, Two Thousand Two.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kent A. Ball *C.S. Witcher III*

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers



TRAINING CENTER

CERTIFICATE

Be it known that

Shane Wiss

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 21st day of
February, Two Thousand Three.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kent Bochat

C.S. Witcher III

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers



TRAINING CENTER

C E R T I F I C A T E

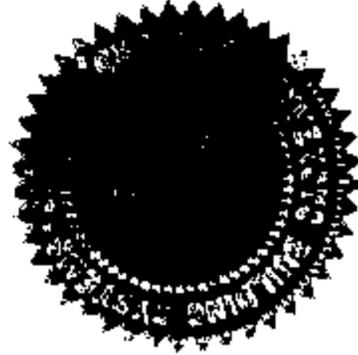
Be it known that

Tom Bochat

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 11th day of
October, Two Thousand Two.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kenneth Bochat

C.S. Witcher III

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers

invensys
Building Systems

TRAINING CENTER

CERTIFICATE

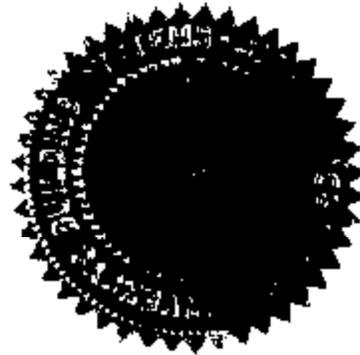
Be it known that

Francis Voiland III

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 17th day of
October, Two Thousand Two.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kent P. Bocht *C.S. Witcher III*

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers

invensys
Building Systems

TRAINING CENTER

C E R T I F I C A T E

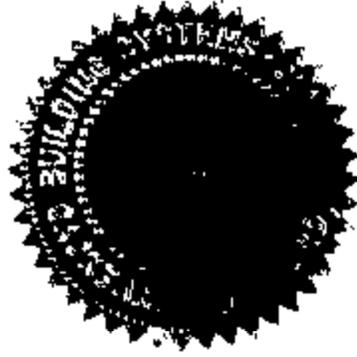
Be it known that

Chuck Balogh

Has successfully completed I/A WorkPlace Tech Programming
Certification, and has been awarded this certificate on this 21st day of
February, Two Thousand Three.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kent Boef

C.S. Witcher III

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers

invensys
Building Systems

TRAINING CENTER

C E R T I F I C A T E

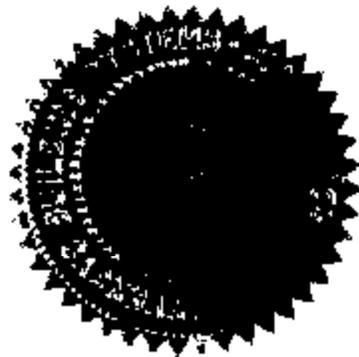
Be it known that

Mark Bitner

Has successfully completed I/A Workplace Tech Programming
Certification, and has been awarded this certificate on this 8th day of
November, Two Thousand Two.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Kent Bochat *C.S. Witcher III*

Authorized by: Kenneth Bochat and Charles "Chip" Witcher III
Senior Training Engineers

invensys
Building Systems

TRAINING CENTER

C E R T I F I C A T E

Be it known that

Aaron Johnson

Has successfully completed NW8000 GCM/MZII Programming
Certification, and has been awarded this certificate on this 19th day of
September, Two Thousand Three.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



Authorized by: Charles "Chip" Witcher III
Senior Training Engineer

invensys
Building Systems

TRAINING CENTER

CERTIFICATE

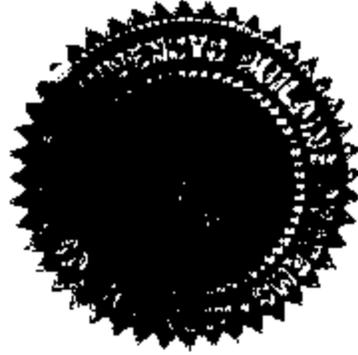
Be it known that

Tim Bochat

Has successfully completed NW8000 GCM/MZII Programming
Certification, and has been awarded this certificate on this 13th day of July,
Two Thousand One.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



C.S. Witcher III

Authorized by: Charles "Chip" Witcher III
Senior Training Engineer

invensys
Building Systems

TRAINING CENTER

CERTIFICATE

Be it known that

Aaron Johnson

Has successfully completed **NW8000 Signal Basic Operations Certification**, and has been awarded this certificate on this 12th day of September, Two Thousand Three.

CEUs Awarded: 3.2

Invensys Building Systems
1354 Clifford Avenue
Loves Park, IL 61111



C. S. Witcher III

Authorized by: Charles "Chip" Witcher III
Senior Training Engineer



TRAINING CENTER CERTIFICATE

Let it be known that

Charles S. Fitcher

of
PRO SERVICES

has attended *MicroNet LonMark Operations & Programming #2208/4208*
and has been awarded this certificate on this Fourteenth Day of September, Nineteen Hundred and Ninety-Nine.

CEUs Awarded: 1.4



Samuel J. Rongyre
Authorized by: Samuel J. Rongyre
Senior Training Engineer



Printed in U.S.A.

Siebe Environmental Controls
F. 10264-4

TRAINING CENTER CERTIFICATE

Let it be known that

Charles G. Pitcher

of
PRO SERVICES

has attended *LNC Programming #2228/4228*

and has been awarded this certificate on this Seventeenth Day of September, Nineteen Hundred and Ninety-Nine.

CEUs Awarded: 1.8



Stanford J. Rogere
Authorized by: **Sageel J. Rogere**
Senior Training Engineer



Siebe Environmental Controls

Printed in U.S.A.

F-10204-1



Date: 5/25/05

To: Whom it may concern

Pro Mechanical Services Inc. (Pro Services) is the only Independent Field Office representing the complete Invensys product line in Arizona. Pro Services is the factory authorized representative for the Invensys I/A and the Network8000 product line, providing factory trained engineering, networking, programming, graphic generation, system installation, commissioning and follow up service. Pro Services is also the only contact to access Invensys technical support, product warranty, training and special programs.

We appreciate your past commitment in using Invensys products. In order to maintain the integrity and performance of I/A and Network8000 systems, we recommend the use of the Invensys factory authorized field office.

Please contact me if further information is required.

Yours truly,

Bernard A. Siebring, Director of Distribution
Building Systems-Americas
Invensys Energy Solutions
327 Oakfern Crescent S.W., Calgary, Alberta, Canada T2V 4T3
Telephone +1 403-238-1824 Facsimile +1 403-238-1822 Email bernard.siebring@invensys.com
<http://www.invensysibis.com>

This fax is confidential and may also be legally privileged. If you are not the intended recipient, please notify us immediately. You should not copy the fax or use it for any purpose nor disclose its contents to any person.

Service and Maintenance

Control Service

We provide 24 hour emergency service, maintenance contracts, spot service and design and installation services to our Invensys customers throughout Arizona. Pro Services has offices in Phoenix and Tucson and service the State of Arizona.

Our controls service technicians have been trained at the Invensys Training center in several programming languages.

Our 24 hour service phone number is 602 437-8110.



References

We are proud that the following customers selected Pro Services as the highest quality local source of installed systems and continuing support.

We are pleased to be in partnerships with these customers; they continue to obtain the benefits that they expect and deserve from their investment.

Customer or Facility Name and Location	System and Support Services Description
Intel DC-8 Office Building Chandler, AZ	Invensys I/A System for high tech computer chip manufacturing office center.
University of Arizona, Tucson, AZ Campus wide Invensys / Barber Colman DDC controls and pneumatic controls energy management system.	NETWORK 8000 [®] and I/A System campus-wide We are currently providing continuing support under a Maintenance Services Agreement that includes, among other services, preferential pricing guarantees for future technology and seamless migration hardware and software.
City of Scottsdale Citywide Invensys / Robertshaw energy management system.	Invensys Robertshaw DMS [®] System. Currently installing the City Water Campus, CAP Water Treatment Facility and Civic Center remodel. We are currently providing continuing support under a Maintenance Services Agreement that includes, among other services, preferential pricing guarantees for future technology and seamless migration hardware and software.
Marriott Desert Ridge Resort	The largest Arizona hotel, has an I/A System powered by Niagara as its temperature control system. Pro Services also performed the life safety testing for the resort.

<p>Keith Racette CITY OF PEORIA 8401 West Monroe Peoria, AZ 85345 (623) 773-7122</p>	<p>Steve Neil CITY OF SCOTTSDALE City of Scottsdale 7340 Scottsdale Mall Scottsdale, AZ 85251 Pager: (480) 563-1124</p>
<p>Mr. Ralph Banks UNIVERSITY OF ARIZONA New Construction 1331 East 5th St Tucson, AZ 85721 (520) 621-3326</p>	

Fee Proposal

Factory Support Agreement

Includes factory registration of all system components

Includes software revision upgrades for all Graphical User Interfaces (GUI), including Signal (4 copies) and the Niagara Enterprise Server (single copy).

Includes firmware upgrades as released for all GCM panels (7 locations) and UNC panels (8 locations; Fire station #1 and Performing Arts will be added on pro rata basis when completed).

System migration hardware and software discount by factory of approximately 40% on future migration components

System Maintenance Support

Includes eighty (80) hours of general support time not spent on factory support above. Includes planned preventive maintenance, onsite troubleshooting, repair, operating training, and data base management, and emergency response as directed by City Facilities Department.

Fee \$10,488.00

Unit Costs for Additional Scope

The following unit cost factors will be applied for additional scope items as requested by the City of Peoria.

- A. Markup on firmware and software purchases 35%
- B. Hourly rate for additional Engineering Services \$ 85.00 per hour.
- C. Hourly rate for additional Installation Services \$ 65.00 per hour.
- D. Hourly rate for on site training \$ 75.00 per hour.

Optional Training

The Pro Services Satellite Systems Training Facility provides worldwide technical training support to both employees and customers of Invensys Building Systems. Located in the Phoenix, Arizona metropolitan area, the Training Facility conducts courses on Invensys Building Systems products.

Customer courses are presented at the Training Facility by professional training engineers using simulated HVAC conditions. Our courses are approved by the International Association for Continuing Education and Training (IACET) and students passing the course will receive Continuing Education Units (CEUs).

Discounted pricing for additional, optional Certified Classes at our Training Center, per person, per class:

- Qualified Technician Training \$1295
- WorkPlace Tech Programming \$ 1295
- I/A Niagara Basic Operations \$895
- I/A Niagara Technician \$ 1495
- I/A Series Engineering \$2995
- NW8000 Signal Basic Operations \$1295
- NW8000 GCM/MZII Programming \$1295



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initiated in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof; or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



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15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Building Automation Control Systems Installation, Service and Support**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Term with Justifiable Price Adjustment Allowed Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
11. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.



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12. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified:

a. Technical Proposal

- i. Firm's Capabilities - maximum four (4) pages.
- ii. Staff Assignments and Experience - maximum eight (8) pages
- iii. Firm's Experience/Projects - maximum five (5) pages.
- iv. Project Approach - maximum four (4) pages.
- v. Location of Work - maximum 1/2 page.
- vi. Additional Data Support - detailed resumes, etc. Information and support data shall only be for the local office(s) performing the services. (Data should *not* be mostly a continuation of data called for in items above).

b. Proposal Content - the following items shall be addressed in the technical proposal submission.

- i. Understanding of the Scope of Work.
- ii. Plan and Method of approach to accomplish the Scope of Work.
- iii. Work plan and task schedule to accomplish the required Scope of Work.
- iv. Overall firm and staff projected workload.
- v. Fee Schedule.
- vi. References from Similar Projects completed within the last five (5) years.

13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.

14. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Project Understanding and Project Approach.
- b. Experience/Projects.
- c. Staff's Capabilities and Assignments.
- d. Cost Considerations.
- e. Conformance to Request for Technical Proposals

15. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.



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16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the field.
18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
19. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
20. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
23. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
24. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
25. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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 City, constitute a material breach of this Contract.

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



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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 City.

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

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, 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 City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same 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 City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

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

26. Required Insurance Coverage:

a. 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 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor 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 B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the 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 prosecution 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.



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b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. 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; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

27. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

28. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

29. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.



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30. Independent Contractor:

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

31. Key Personnel: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0094

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

32. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.
33. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.
- No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
34. **Maintenance:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.
35. **Training:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.
36. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
37. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
- A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
38. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
39. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P05-0094**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

40. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
41. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
42. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
43. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
44. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
45. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
46. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
47. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P05-0094**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6580
Phone: (623) 773-7115
Fax: (623) 773-7118

48. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
49. **Warranty:** Each offer shall provide a one-year warranty/guarantee against defects in materials, workmanship and/or performance for all items.
50. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
51. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
52. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Any any other remedies as provided by law.



SCOPE OF WORK

Solicitation Number: **P05-0094**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. PURPOSE

It is the intent of the City of Peoria (City) to hire a consultant to provide Building Automation Control Systems (software and hardware) installation, service and support.

II. BACKGROUND

The City of Peoria since 1991 has incorporated building automation control systems into the design of new buildings and has done installations in various existing buildings as funding became available. Vendors of existing software and hardware in the City inventory include Barber Colman and Invensys in various versions and revisions. The Barber Colman systems use Signal as the front end and Invensys uses Niagara. The City is seeking a qualified vendor to perform software service, maintenance, and upgrades; hardware service, maintenance, and upgrades; design, provide, and install new and replacement systems. The successful proposal shall be able to provide all elements necessary to assure timely and effective response to the building control needs of the City.

III. INVENTORY OF SYSTEMS

BUILDING	SQ FT	SYSTEM	FRONT END	PROGRAM
City Hall	65,000	Barber Colman	4.2 Signal	XPSI 2.0
Court	20,000	Barber Colman	4.2 Signal	XPSI 2.0
Library	40,000	Barber Colman	4.2 Signal	XPSI 2.0
Central Plant (above)		Barber Colman	4.2 Signal	XPSI 2.0
City Hall Annex	10,000	Barber Colman	4.2 Signal	XPSI 2.0
Peoria Spring Trg	132,000	Barber Colman	4.2 Signal	XPSI 2.0
Community Center	12,000	Lon Works	2.3c Niagara	Work Place Tech
MOC	12,800	Barber Colman	4.2 Signal	XPSI 2.0
FS195	10,000	Lon Works	2.3c Niagara	Work Place Tech
FS193	8,500	Lon Works	2.3c Niagara	Work Place Tech
FS194	7,800	Lon Works	2.3c Niagara	Work Place Tech
FS191	11,930	Invensys	2.3c Niagara	Work Place Tech
FS192	5,452	Invensys	2.3c Niagara	Work Place Tech
PSAB	94,000	Invensys	2.3c Niagara	Work Place Tech
Technology Center	20,000	Invensys	2.3c Niagara	Work Place Tech



SCOPE OF WORK

Solicitation Number: **P05-0094**

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

IV. CONTRACTOR QUALIFICATIONS

Contractors shall have a minimum of seven years experience designing, installing, servicing, repair, and programming environmental control systems.

Contractor shall have a minimum of four full time technicians trained on Invensys product line, two on Barber Colman. Firm shall provide proof of training certifications of technicians.

Contractor shall have a minimum of 2 Technicians qualified to install and program the following systems:

- Ethernet
- Lon
- BACnet
- RS-485
- ModBus
- RS-485 to Fiber Optic
- RS-485 to Ethernet
- ISDN

V. SUBCONTRACTOR QUALIFICATIONS

All subcontractors shall have a minimum of five years experience within their perspective trades.

VI. SCOPE OF WORK

1. Software Agreements

Provide a comprehensive maintenance and support agreement including software and firmware revisions and upgrades including on site maintenance services.

2. Software Support Program

- A. Provide Invensys and Barber Colman system support program for software and firmware on covered devices.
- B. Provide firmware and software upgrades as they become available from factory.
- C. Provide labor as part of the service agreement to install software and firmware updates.



SCOPE OF WORK

Solicitation Number: P05-0094

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

3. Hardware

Provide factory registration for all devices provided to the City.

4. Response Times

Provide a 24 hour emergency service along with a dedicated telephone number for the City to make contact when service is needed. A qualified service technician must be on site within 4 hours of call unless remote remediation of problem is possible.

5. Location

- A. Firm shall be an Invensys/Barber Colman authorized independent field office. The facility shall be within 100 miles of the City of Peoria.
- B. At least one fully trained Invensys technician and one fully trained Barber Coleman technician shall work within a 50 mile radius of the City of Peoria.

6. Fees

- A. Provide markup on firmware and software purchases.
- B. Provide pricing for engineering and installation services.
- C. Provide per hour cost for training of City of Peoria employees.

VII. PROPOSAL FORMAT

Proposals shall be provided in the form and format as shown in Paragraph 12., Page 9.

VIII. EVALUATION

Awards shall be made based upon the evaluation criteria listed in Paragraph 14., Page 9.

IX. CONTACT INFORMATION

All questions regarding the proposal should be directed to:

Kimberly Benedict, CPPB
Buyer
(623) 773-7531
kimberlb@peoriaaz.com



QUESTIONNAIRE

Solicitation Number: **P05-0094**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes _____, No

If yes, please provide details and documentation of the certification.

08/02/2006 WED 11:57 FAX 623.737118 CITY OF PEORIA

F06886

003/003

ORIGINAL



CONTRACT AMENDMENT

Solicitation No: P05-0094 Page 1 of 1
Description: Building Automation Control Systems Installation/
Service/Support
Amendment No: One (1) Date: 03/07/06

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Kimberley Benedict

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/26/06.

Contract Term: 07/26/06 to 07/25/07

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature: [Handwritten Signature] Date: 8/3/06

James Bochat, VP
Typed Name and Title

Pro Mechanical Services, Inc.
dba Pro Services
Company Name

4818 S. 40th St
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by:

Mary Jo Kief, City Clerk



City Seal

CC Number

ACON 31105A
Contract Number:

Official File

Requested By:

Recommended by:

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
August 3, 2006, at Peoria, Arizona.

Herman F. Koeborgen, Materials Manager



CONTRACT AMENDMENT

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P05-0094** Page 1 of 1
Description: Building Automation Control Systems Installation/
Service/Support
Amendment No: Two (2) Date: 03/22/07

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/26/07.

Contract Term: 07/26/07 to 07/25/08

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature

5-21-07
Date

SHAWN ROOD
~~James Boehat, VP~~
Typed Name and Title

LINC SERVICE
Pro Mechanical Services, Inc.
dba Pro Services
Company Name

4818 S. 40th St.
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
6-14-07, 2007, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 31105B
Contract Number:

Official File

A CON 31105B



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P05-0094** Page 1 of 1
Description: Building Automation Control Systems Installation/
Service/Support
Amendment No: Three (3) Date: **04/23/08**

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 05/26/08.

The New Contract Term Is:

Contract Term: 07/26/08 to 07/25/09

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Robert W. Modig 10/16/08
Signature Date

Robert W. Modig
~~James Bochat, VP~~
GM of AZ
Typed Name and Title

Pro Mechanical Services, Inc.
dba Linc Services
Company Name

4818 S. 40th St.
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by:

Phonda Simmons
For Mary Jo Kief, City Clerk

Requested by:

Christine Finney 7-11-08
Recommended by:

Ellen Van Riper, Assistant City Attorney

Approved as to Form: *Stephen M. Kemp*, City Attorney

The above referenced Contract Amendment is hereby Executed
10/24/08, 2008, at Peoria, Arizona.

Herman F. Koebergen
Herman F. Koebergen, Materials Manager



City Seal

CC Number

ACON 31105C

Contract Number:

Official File



CONTRACT AMENDMENT

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P05-0094 Page 1 of 4
Description: Building Automation Control Systems
Installation/Service/Support
Amendment No: Four (4) Date: 06/22/09

Buyer: Christine Finney

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended. The new contract term is 07/26/09 to 07/25/10. LAST YEAR OF CONTRACT
- B. Vendor to submit report of service and parts to the City Technical Operations Manager on a quarterly basis.
- C. The Scope of Work and Location list are updated per the attached sheets.
- D. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
 - 3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Jeri Schuster 10/30/09
Signature Date

Jeri Schuster
Typed Name and Title

Pro Mechanical Services Inc.
dba Linc Services
Company Name

4818 S. 40th St.
Address

Phoenix
City

AZ
State

85040
Zip Code

Attested by:

Mary Jo Kief
Mary Jo Kief, City Clerk

Requested by:

Christine Finney 7-13-09

Recommended by:

Ellen Van Riper 6/22/09

Ellen Van Riper, Assistant City Attorney

Approved as to Form: *Stephen M. Kemp*, City Attorney

The above referenced Contract Amendment is hereby Executed
Herman F. Koebergen 5/20/09, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager



CC Number

ACON31105D

* Contract Number:

Official File

City Seal

(Rev 02/01/08)

A . CON . 31105D



CONTRACT AMENDMENT

Materials Management Procurement

8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P05-0094 Page 2 of 4
Description: Building Automation Control Systems
Installation/Service/Support
Amendment No: Four (4)

Date: 06/22/09

Buyer: Christine Finney

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

32. PUBLIC RECORD: All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction



Linc Service Company

City of Peoria

Installation and Support of Citywide DDC Control System

Scope of Work:

1. Provide system support, maintenance, and installation services as requested for the Citywide control system, including technical support, troubleshooting, data base backup, emergency service, and factory training services. Services provided at contract rates charged against agreement.
2. Provide TAC parts and components at 1.4 multiplier: and install released software and firmware upgrades to UNC and GCM LAN controllers. As additional LAN controllers are installed or replaces, they will be added to support agreement.
3. Contract service rates are: \$120.00 per hour straight time; \$180 per hour overtime; \$240 per hour Sundays and holidays. Mileage trip charges are waved for service agreement customers.

Schedule 1

Inventory of Equipment

Proposal Date	Proposal Number	Agreement No.
May 13, 2009	PC11697	

QTY	SYSTEM COMPONENT(S)	MANUFACTURER	MODEL	RATING	LOCATION
1	UNC	TAC			City Hall
3	UNC	TAC			Police/Public Safety
1	UNC	TAC			IT
1	UNC	TAC			Council Chambers
1	UNC	TAC			Butler WWT
2	UNC	TAC			DCSB
1	UNC	TAC			Beardsley
1	UNC	TAC			FS #1
1	UNC	TAC			FS #2
1	UNC	TAC			FS #3
1	UNC	TAC			FS #4
1	UNC	TAC			FS #6
1	UNC	TAC			FS #7
1	UNC	TAC			Community Center
1	UNC	TAC			Rio Vista Rec.
1	UNC	TAC			Performing Arts
1	UNC	TAC			MOC
1	Enterprise Server	TAC			City Hall
1	GCM	TAC			FS #5
3	GCM	TAC			City Hall
2	GCM	TAC			Library
1	GCM	TAC			Courts

ORIGINAL



CONTRACT AMENDMENT

Materials Management
Procurement
9875 N. 85th Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: **P05-0094** Page 1 of 1
Description: Building Automation Control Systems Installation/
Service/Support
Amendment No: Five (5) Date: **06/04/10**

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 07/25/2010. The contract is being extended on a month to month basis, not to exceed six (6) months, or until a new contract can be awarded.

Due to the request for month-to-month basis, a condition of acceptance of the Contract Extension P05-0094 is as follows: Services provided at the pre-determined contract rates are limited to monthly utilization of up to 7 hours straight time, OR 4.5 hours overtime OR 3.5 hours Sundays and holidays. Carryover of hours is limited to full months only for the duration of the month-to-month basis and will end the date of contract cancellation. No refund of unused time will be provided. TAC parts and components at 1.4 multiplier are limited to not exceed \$838.00 per month. Carryover of parts purchase is limited to full months only for the duration of the month-to-month basis and will end the date of contract cancellation. No refund of unused parts purchase balances will be provided. Combinations of Services and TAC parts will be calculated at the rates stated above, with no month to exceed the monthly contract invoice amount.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Jeri Schuster 7-6-10 Jeri Schuster - Gen Mgr - AZ Pro Mechanical Services, Inc.
Signature Date Typed Name and Title Company Name
dba Linc Services

4818 S. 40th St. Phoenix AZ 85040
Address City State Zip Code

Attested by:
Mary Jo Kief
Mary Jo Kief, City Clerk

Jared Spangler
Jared Spangler, Technical Operations Supervisor
Christine Finney
Christine Finney, Buyer II
Ellen Van Riper, Assistant City Attorney



CC Number
ACON 31105E
Contract Number:
Official File

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney
The above referenced Contract Amendment is hereby Executed
August 31, 2010, at Peoria, Arizona.
Herman F. Koebergen
Herman F. Koebergen, Materials Manager

City Seal

A CON 31105E