



Staff Summary Report

Council Meeting Date: 11-8-2007

Agenda Item Number: _____

SUBJECT: Request to award a one-year contract to Arizona Elevator Solutions for Elevator Modernization at the Police/Courts Building.

DOCUMENT NAME: 20071108fsta07 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (RFP #08-083) Total cost for this contract shall not exceed \$101,500.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 6799779.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Request for Proposal 08-083 was issued to establish a contract for the modernization of elevator number three at the Police/ Courts Building. Three vendors responded to the Request for Proposal. An evaluation committee comprised of Facility Maintenance and Procurement Staff reviewed the responses. The committee recommendation is to award the contract to Arizona Elevator Solutions, the overall high scorer.

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 08-083

RFP ISSUE DATE: 09/14/07

Commodity Code(s): 910-13; 295-70

PROCUREMENT DESCRIPTION: Elevator Modernization at Police Building

PROPOSAL DUE DATE/TIME: Wednesday, October 17, 2007, 3:00 P.M. Local Time

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, October 5, 2007, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen E-mail: Anthony_allen@tempe.gov Phone No: 480-350-8548
Procurement Officer

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, 3 additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

JH

Jerry Hart
Financial Services Manager

Form 201-A (RFP)
(H:/RFP 3-2002)

RFP 08-083

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

| | | | |
|--|--|----------------|--|
| Proposal Offeror's Company Name | <u>Arizona Elevator Solutions</u> | | |
| Company Mailing Address | <u>208 S. River Dr., Tempe, AZ 85281</u> | | |
| Company Street Address | <u>208 S. River Dr., Tempe, AZ 85281</u> | | |
| Proposal Offeror Contact | <u>Scott Brugh</u> | Title | <u>Vice President of Sales</u> |
| Contact's Phone No. | <u>480-557-7600</u> | E-mail Address | <u>scott@arizonaelevatorolutions.com</u> |
| Proposal Offeror's Company Tax Information: | | | |
| Arizona Transaction Privilege (Sales) Tax No. | <u>20162676</u> | or | |
| Arizona Use Tax No. | _____ | | |
| Federal I.D. No. | <u>20-8541868</u> | | |
| City & State Where Sales Tax is Paid | <u>Tempe</u> | | <u>AZ</u> |

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) Scott Brugh

Proposal Offeror's Title (Type of Print in ink) Vice President of Sales

Date 10/17/07

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign In Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.


Signature of Authorized Proposal Offeror

10/17/07
Date

Request For Proposal Special Terms and Conditions

Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposal may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request For Proposal is issued by the City Procurement Office. No alteration of any portion of this Request For Proposal document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. 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.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request For Proposal to be valid and irrevocable for 120 days after the proposal opening time and date.
3. **Contract Type:** Firm fixed price, Single Requirement, definite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Termination:** This contract may be terminated without default by either party by providing a written 60 day notice of termination to the other party.
6. **Cancellation of Term Contract:** 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 follows:
 - 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 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 one or to any combination of the following remedies:

1. Cancel any contract;
 2. Reserve all rights or claims to damage for breach of any covenants of the contract;
 3. 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-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.
7. **Cancellation for Default:** This contract is critical to the City of Tempe and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
1. The contractor provides material that does not meet the specifications of the contract;
 2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 3. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 4. 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 contracts.

The City may resort to any single or combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. 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-compliance with the specifications the actual expense of testing will be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials from another source, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:

- A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above or any other remedies as provided by law.
8. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) 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. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
10. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written proposal response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive offeror. Should no offeror be found totally responsive to all designated Request For Proposal requirements, the City at its option, may either award the contract to the most responsive offeror or cancel the Request For Proposal and issue another Request For Proposal for the need under revised specifications.

11. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Request For Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request For Proposal will be accepted for payment.
12. **Minimum Warranty Period:** All equipment supplied under this Request For Proposal shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specifications, shall be fully corrected by the contractor (including parts and labor) without cost to the City.
12. **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.
14. **Permits:** The contractor shall be responsible for obtaining all required permits for installations.

15. **Safety Standards:** All items supplied on this contract must 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.
16. **Site Clean-Up:** The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.
17. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. 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 waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

18. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the City, to:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

- b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

19. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. "PRICES SHALL NOT BE READ". After contract award, the proposals and the evaluation documentation shall be open for public inspection.
20. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.
21. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
 - A. Determine in greater detail such offeror's qualifications;
 - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
22. **Payments - After Acceptance of Delivery:** the City shall make Payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net 30 days are offered as a discount.

23. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
24. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is soliciting proposals for the modernization of one (1) elevator and relocation of equipment for two (2) elevators located at the Tempe Police Building, 140 East 5th St, Tempe, AZ.

All work shall be in accordance with the ASME A17.1 2004 Safety Code for Elevators and Escalators.

Proposal must be for a Turnkey modernization.

All work performed must comply with all applicable current codes including, but not limited to, elevator systems, fire alarm systems, electrical systems and building codes.

All parts supplied must be new and fully warranted.

All bidders are required to visit the job sites prior to submitting a proposal. Failure to comply will render a bid non-responsive. Contact Tom Lopez (480) 350-6687 and schedule an appointment to visit jobsites.

Specifications

- Elevator currently serves three floors
- Speed is 115 feet per minute
- Capacity is 2,500 pounds
- Door size is 3' 6" x 7' 0"
- Main power supply is 480 VAC – 3 phase

Requirements

- All equipment supplied shall be non-proprietary
- No equipment utilizing diagnostic tools will be acceptable

Work to be included

- Demolish existing equipment room. New equipment room will be directly NW of elevator shaft #3.
- Relocate equipment for elevators 1 & 2, pumping unit, controller, main power supply and associated fire alarm devices, from current basement machine room to new equipment room.
- Renovations to new equipment room will include:
 - Demolition of room interior and removal of East glass wall.
 - Glass wall to be replaced with wall constructed of metal studs with appropriate fire rating – finished and paint as instructed by facility director.
 - Install new fire rated ceiling tiles in equipment room.
 - Install fire rated machine room door – self closing, self locking door.
 - Route all electrical and hydraulic lines from the new machine room location into the existing elevator hoist way at ceiling level as inconspicuous as feasible.
- Supply and install for elevator #3
 - New hoist way limits and leveling.
 - All machine room, hoist way and traveling cable wiring.
 - Supply new submersible pump unit (provide new hydraulic fluid).
 - Replace all car and hall operation fixtures with new – finish will be #4 stainless steel.
 - Car control panel to be flush mounted A.D.A. – include phone, emergency light, digital position indicator and independent service feature.
 - Surface mounted all #4 stainless steel hall fixtures with Appendix 'O' are acceptable. Include security key switch in all hall stations. Fixtures will be Innovation Industries or approved equal.
 - Controller unit to include solid state starter. Controller will be Motion Control or approved equal.
- Remove and replace
 - Replace existing car door operator, header and hanger-roller assembly with G.A.L. car door operating equipment. Operator will be closed loop model MOVFR11 or approved equal.
 - Existing landing door hangers will be retained; all rollers will be replaced with new.
 - New interlocks, pickup assemblies, separators and door guides will be furnished.

Proposal Questionnaire

The answer to the questions listed below will be used during the evaluation process. If using additional pages, clearly identify the question you are answering.

I. Conformity to desired specifications

1. Will your firm provide a turnkey job?

Yes No

Explain

Arizona Elevator Solutions will subcontract necessary work to complete buildout of new equipment room, provide required elevator electric requirements, and upgrades to elevator fire alarm system (list of subs attached)

2. Will you meet or exceed specifications and requirements in this proposal?

Yes No

Explain and List any exceptions.

Elevator Speed will be increased from 115 feet per minute to 125 feet per minute.

3. Provide a detailed work scope for project.

II. Warranty

1. List manufacturer of parts to be utilized.

Motion Control Engineering, Boremax,
Innovation Industries, GAL Manufacturing

2. List warranty to be offered.

Twelve (12) Months Warranty for Manufacturing Defects. Twelve (12) Months of maintenance during the warranty period.

III. Cost

1. Provide a detailed price schedule for complete project.
2. Provide a breakdown by craft, parts and labor.
3. Provide time to complete project:

16 WeeksARO (10 weeks - material lead time) + (6 weeks - project duration)

IV. References and stability of firm

1. How long has your firm been in business?

Arizona Elevator Solutions was incorporated on
February 17, 2007.

2. List experience (and years of experience) of staff to be utilized on project.

The elevator team (mechanic & helper) has 25 years experience,
The modernization supervisor and adjuster has an additional
68 years combined experience. All are I.U.E.C. members

3. List 3 references for whom you have provided a similar service:

| Company/Agency | Contact | Phone # |
|---|-------------------------|---------------------|
| <u>City of Scottsdale</u> | <u>Larry Foley</u> | <u>480-312-2648</u> |
| <u>Villa Lafayette</u> | <u>Daniel Langfeldt</u> | <u>602-801-1724</u> |
| <u>Abrams Realty (444 W. Camelback)</u> | <u>Dan Abrams</u> | <u>602-269-6464</u> |

4. Are references for you as an individual or for firm submitting proposal?

Individual References for Chris Mezosi and
Rudy Mezosi.

5. Address your "local" facility.

Arizona Elevator Solutions
208 South River Drive
Tempe, AZ 85281

Proposal Checklist For Submittals

- One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-8).
- Three (3) copies of proposal response.
- Proposal Questionnaire has been completed and included.
- Price Information completed and included.
- Detailed work scope.
- Detailed cost schedule.
- Documentation of required walk through.
- Any addendum(s) have been included.

Evaluation

An evaluation Committee composed of Public Works and Procurement will evaluate proposal responses and score them according to the criteria listed below. Offerors receiving highest scores may be invited to meet with the evaluation committee.

| Award Criteria | Weight | x | Rating | = | Value |
|--|--------|---|--------|---|-------|
| I. Conformity to desired specification | 6 | x | _____ | = | _____ |
| II. Warranty | 6 | x | _____ | = | _____ |
| III. Cost | 6 | x | _____ | = | _____ |
| IV. References | 5 | x | _____ | = | _____ |
| V. Overall response to RFP | 5 | x | _____ | = | _____ |
| | | | Total | = | _____ |

This proposal will be evaluated on a cumulative point system.

Scoring

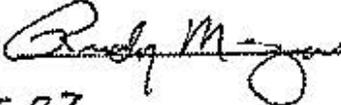
| | | | | |
|-------------------------------|---|---|---|---|
| Outstanding | . | . | . | 7 |
| Good | . | . | . | 5 |
| Average | . | . | . | 3 |
| Poor | . | . | . | 1 |
| Not Addressed or Unacceptable | | | | 0 |

**Documentation of City of Tempe Walk thru
08-083 Elevator Upgrade – Tempe Police Building**

Bidders are required to visit the job site prior to submitting bids. Failure to comply will render the bid non-responsive. Contact Tom Lopez, (480) 350-8687, 9:00 A.M. to 3:00 P.M. Monday through Friday to arrange an appointment for on site job inspection.

Company: Arizona Elevator Solutions

Printed Name: Rudy Mazasi

Representative Signature: 

Date of Tour: 10-5-07

City of Tempe

Printed Name: Lynn R Smith

Signature:  10/5/07

It is the bidders responsibility to insure that this form, properly signed by both company representative and a City of Tempe employee, is returned with the bid package.

Company Name: Arizona Elevator Solutions

PRICE SHEET

| ITEM NO. | DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION | QTY | UNIT | UNIT PRICE | EXTENDED PRICE |
|----------|---|-----|------|--------------------------|--------------------------|
| | Turnkey upgrade cost | 1 | | \$ 96,324. ⁰⁰ | \$ 96,324. ⁰⁰ |

* Applicable Tax 5.27%

* **State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of N/A % N/A days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts: Cecilla Miller Letters A-C
Ramona Zapfen Letters D-O
Penny Brophy Letters P-Z

(H:/RFP3-2002)

RFP 08-083

SCOPE OF WORK

ELEVATOR MODERNIZATION

TEMPE POLICE BUILDING ELEVATOR #3

- NEW SUBMERSIBLE ELEVATOR POWER UNIT
- NEW MOTION CONTROL ENGINEERING MICRO PROCESSOR CONTROL WITH SOLID STATE MOTOR STARTER
- CONTROL MEETS ANSI A.17-2004 VERSION OF THE ELEVATOR SAFETY CODE
- PHASE ONE AND TWO OF REQUIREMENTS FOR ELEVATOR RECALL IN EVENT OF FIRE
- NEW ELEVATOR FLOOR LANDING SYSTEM
- NEW HYDRAULIC OIL
- ALL WIRING AND CONDUIT REQUIRED FOR NEW CONTROL AND POWER SYSTEM AND NEW MACHINE ROOM LOCATION
- NEW HYDRAULIC PIPING AND OIL SHUT OFF VALVE FOR NEW ELEVATOR MACHINE ROOM LOCATION
- NEW GAL CLOSED LOOP MOVER MODEL DOOR OPERATOR
- NEW RESTRICTIVE DOOR CLUTCH REQUIRED TO MEET CODE REQUIREMENTS
- NEW CAR DOOR HANGER AND SAFETY SWITCH
- NEW #4 STAINLESS STEEL CAR DOOR
- NEW HOISTWAY DOOR INTERLOCKS AND AUXILIARY DOOR CLOSERS
- NEW DOOR RELATING DEVICES
- NEW SURFACE MOUNTED HALL BUTTON STATIONS WITH SECURITY KEY SWITCH BY INNOVATION INDUSTRIES
- NEW CAR OPERATING PANEL WITH ANSI A17.1-2004 FIRE SERVICE CONTROL CABINET BY INNOVATION INDUSTRIES
- NEW INTEGRAL EMERGENCY TELEPHONE WITH OPERATING DEVICES
- NEW DIGITAL CAR POSITION INDICATOR PANEL BY INNOVATION INDUSTRIES
- NEW IN CAR DIRECTION LANTERN WITH DOUBLE STROKE GONG
- ALL NEW EQUIPMENT PROVIDED WILL MEET AMERICAN DISABILITY ACT (ADA) PROVISIONS
- BUILDING WORK REQUIRED TO RECONFIGURE ROOM ADJACENT TO ELEVATOR SHAFT AT FIRST FLOOR TO MEET REQUIREMENTS FOR ELEVATOR EQUIPMENT

- MODIFICATIONS/ADDITIONS TO BUILDING FIRE ALARM SYSTEM TO MEET REQUIREMENTS FOR RECALL OF ELEVATORS IN EVENT OF FIRE
- NEW SHUNT TRIP TYPE ELECTRICAL DISCONNECT AND ASSOCIATED WIRING AND CONDUIT FOR ELEVATOR #3
- RUN CONDUIT AND WIRING FROM EXISTING EQUIPMENT ROOM TO NEW EQUIPMENT ROOM FOR FUTURE MODERNIZATION OF ELEVATORS #1 AND #2

| Elevator Modernization Price Schedule | |
|--|--------------|
| Sales Price (Excluding Tax) | \$ 96,324.00 |

| Price Breakdown | |
|----------------------------------|---------------------|
| General Contracting | \$ 9,926.00 |
| Electrical Contracting | \$ 20,634.00 |
| Fire Alarm System Contracting | \$ 6,573.00 |
| TOTAL SUBCONTRACTING COST | \$ 37,133.00 |
| Elevator-Related Work | |
| Labor | \$ 28,998.00 |
| Materials | \$ 30,193.00 |
| TOTAL ELEVATOR WORK COST | \$ 59,191.00 |

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 8th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No: 06-083

and is Addendum No: 1

Procurement Description: Elevator Modernization at Police Building

Changes should be made as follows:

Delete: Page 19, Specification:

Work to be included

- Demolish existing equipment room. New equipment room will be directly NW of elevator shaft #3.
- Relocate equipment for elevators 1 & 2, pumping unit, controller, main power supply and associated fire alarm devices, from current basement machine room to new equipment room.

Add: Page 19, Specification:

Work to be included

- Relocate all equipment for elevator 3 to new equipment room located directly NW of elevator shaft #3.
- Make all conduits run for future relocation of equipment for elevators 1 and 2.

All other specifications remain as shown

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Arizona Elevator Solutions
NAME OF COMPANY

208 South River Drive
ADDRESS (or PO Box)

Tempe AZ 85281
CITY STATE ZIP

Scott Bough, VP of Sales
BY NAME (please print) TITLE

480-557-7600
TELEPHONE

[Signature]
AUTHORIZED SIGNATURE

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 5th Street • Tempe, AZ 85280 • (480) 360-3324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify:

Solicitation No.: | 08-083

and is

Addendum No. | 2

Procurement Description: | Elevator Modernization at Police Building

Changes should be made as follows:

Add: Page 19, under Specifications:

Work to be included

- Supply and install for elevator #3
 - Replace existing elevator car doors with #4 SS finish doors.

No further questions will be accepted.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

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