

Staff Summary Report

Council Meeting Date: 01-24-2008

Agenda Item Number: 37

SUBJECT: Request to award one-year contracts with four, one-year renewal options to Keller Equipment Company and Gruber Technical Inc. for maintenance, repair and purchase of variable frequency drivers.

DOCUMENT NAME: 20080124fsts05 PURCHASES (1004-01)

SUPPORTING DOCS: Yes

COMMENTS: (IFB #08-064RB) Total cost for this contract shall not exceed \$100,000 during the initial contract period.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

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 3013 and 3014.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Two responses were received for Invitation for Bid (IFB) #08-064RB for maintenance, repair and purchase of variable frequency drivers. An evaluation committee composed of Water Utilities and Procurement staff reviewed the responses. The committee's recommendation is to award the contracts to Keller Equipment Company and Gruber Technical Inc. for maintenance, repair and purchase of variable frequency drivers for the Water Utilities Department.

Vendor's Bid Offer

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

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

Bidder's Company Name	<u>KELLER EQUIPMENT COMPANY</u>		
Company Mailing Address	<u>P.O. Box 60485 PHX, AZ 85040</u>		
Company Street Address	<u>4206 E. Winslow PHX, AZ 85040</u>		
Bid Offeror Contact	<u>DON ANDERSON</u>	Title	<u>PRESIDENT</u>
Contact's Phone No.	<u>602 437-3015</u>	E-mail Address	<u>DAnderson@Kellerequipment.com</u>
Bidder's Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-255464-Z</u>	or	
Arizona Use Tax No.	<u></u>		
Federal I.D. No.	<u>86-0390056</u>		
City & State Where Sales Tax is Paid	<u>PHOENIX</u>	,	<u>AZ</u>

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) DON ANDERSON

Bid Offeror's Title (Type of Print in ink) PRESIDENT

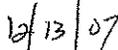
Date 12/12/07

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

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



Signature of Authorized Bid Offeror



Date

IFB Checklist For Submittals

- One (1) signed and complete original of the Bid response, including "Vendor's Bid Offer" (Form 201-B).
- Two (2) additional bid response copies for evaluation purposes.
- The Bid Questionnaire has been completed and included
- Price Information completed and included.
- Any addendum(s) have been included
- Submit a list qualified employees that will be assigned to this contract and demonstrate their qualifications.

Bid Questionnaire

Please note that as used in this Questionnaire, "Your" refers to Bidder's company. Please respond to all questions in an orderly manner. The answers will be used during the evaluation process.

1. What is the address of your Phoenix Metropolitan office from which this contract will be administered?

KELLER EQUIPMENT COMPANY
4206 E. WINSLOW
PHOENIX, AZ 85040

2. List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.") Please submit resume with response.

Contract Manager Name: DUANE KELLER
Phone Number: 602 437-3015
Cellular Phone Number: 602 757-8034
Fax Number: 602 437-9141
E-mail address: DKeller@Kellerequipment.com

3. Does your company have the expertise and qualifications to perform the services described in this IFB?

Yes No

4. Does your company accept all terms and conditions of this IFB?

Yes No

5. If awarded, will your company allow other government agencies to utilize this contract?

Yes No

6. Contractors shall submit a list qualified employees that will be assigned to this contract and demonstrate their qualifications.

7. List three (3) customer references for which your firm has performed the services requested in this IFB (government and/or large business preferred).

Reference One:
Name of Firm: CITY OF SCOTTDALE
Contact Person: RAY TELLEZ
Contract Number: _____
Contract Dates: _____
Contact Person Telephone Number: 602 999-1504 Fax Number: 480 312-5663

Reference Two:

Name of Firm: CITY OF PHOENIX
Contact Person: SYLVIA CASELIA-SHANE
Contract Number: _____
Contract Dates: _____
Contact Person Telephone Number: 602 768-9061 Fax Number: 602 495-7600

Reference Three:

Name of Firm: ARIZONA WATER COMPANY
Contact Person: MIKE LOGGINS
Contract Number: _____
Contract Dates: _____
Contact Person Telephone Number: 602 240-6860 Fax Number: 602 240-6878

8. Will your firm respond to routine service calls with 36 hours?
Yes No
9. Will your firm respond to emergency service calls with 8 hours?
Yes No
10. Will your firm provide a written estimate of the repair cost within 72-hours of pulling the pump/motor for maintenance?
Yes No
11. Will your firm provide a work schedule and a weekly progress report in writing or e-mail to the WUD representative?
Yes No

Company Name: KELLER EQUIPMENT COMPANY INC.

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Labor Rate (Straight Time) During Normal Work hours 7:00am to 4:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>75.00</u>	\$ <u>75.00</u>
2.	Shop Labor Rate (Straight Time) During Normal Work hours 7:00am to 4:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>50.00</u>	\$ <u>50.00</u>
3.	Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>101.25</u>	\$ <u>101.25</u>
4.	Shop Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>67.50</u>	\$ <u>67.50</u>
				Total	\$ <u>293.75</u>
5.	Specify percentage off list price for VFD's parts for each manufacturer listed below.				
	• Toshiba			<u>30</u> %	
	• Danfoss			<u>15</u> %	
	• Rockwell-Allen Bradley			<u>5</u> %	
	• Square D			<u>5</u> %	
6.	Specify percentage off list price for purchase of new VFD's for each manufacturer listed below.				
	• Toshiba			<u>35</u> %	
	• Danfoss			<u>15</u> %	
	• Rockwell-Allen Bradley			<u>5</u> %	
	• Square D			<u>10</u> %	

Company Name: KELLER EQUIPMENT COMPANY INC.

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL OR CONSTRUCTION	SERVICE	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
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7. Discount off published list price for additional equipment, parts, and supplies. Please add additional pages for multiple discounts.

Please provide manufacturer's name and percentage discount.

•	<u>SIEMENS CONTROLS</u>	<u>15 %</u>
•	<u>FERRAZ-SHAWMUT</u>	<u>15 %</u>
•	<u>SYMCOM</u>	<u>15 %</u>
•	<u>IDEC</u>	<u>15 %</u>
•	<u>CUTLER-HAMMER</u>	<u>15 %</u>
•	<u>WELDMUELLER</u>	<u>15 %</u>
•	<u>A-B CONTROLS</u>	<u>15 %</u>
•	<u>T & B</u>	<u>15 %</u>
•	<u>HOFFMAN</u>	<u>15 %</u>

* Applicable Tax 8.1 %

* 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 ___ % ___ 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.



Keller Equipment Co., Inc.

P.O. Box 60485 • Phoenix, AZ 85082

(602) 437-3015 • FAX (602) 437-8163

Keller Equipment Company, Inc.

Electrical Apparatus Sales & Repair Services

Executive Statement of Qualifications

Keller Equipment Company is the leading U/L Certified Motor Service and Repair facility located in Phoenix Arizona. Located within a 45,000 square foot facility and over 100 employees to serve your requirements, Keller Equipment provides the most extensive repair and electrical apparatus services available in the desert southwest. Additional services include Predictive and Preventative Maintenance, Field Balancing and Alignment, Electrical Construction, a UL 508 Registered Custom Control Panel Facility, and onsite troubleshooting and repair services. Keller Equipment employs in-house technicians with industry specific experience, i.e.; water and waste water, sand and gravel, industrial controls, variable frequency drive and PLC technologies. Our broad base technical experience enables us to provide superior service for you, our customer. Keller Equipment is an authorized distributor for many of the preferred manufacturers of electrical products in the industry. Primary vendors include US Motors, Toshiba Motors and Variable Frequency drives, Cutler Hammer, Ferraz-Shawmut, and SymCom.

Location:

Keller Equipment Company
4206 East Winslow, Phoenix, AZ 85040
Office: 602-437-9494
Fax: 602-437-8163
Weekday Hours: 6:30 am – 6:00 PM
Saturday- 6:30 am – 1PM
24 Hour Emergency Service

Contractor Licensing Data

Class L-11 (600V and Less) #076007
Class A17 (600V and Above) #152404

OSHA Training

Keller Equipment Service Technicians and Key Management Personnel receive 3rd party training from National Technology Transfer to certify to OSHA NFPA 70E Arc Flash Safety with High Voltage training requirements.

VFD Training

Keller Equipment technicians attend factory training for Variable Frequency Drives. This training includes specification, installation, programming and start-up, troubleshooting and repair.



Keller Equipment Co., Inc.

P.O. Box 60485 • Phoenix, AZ 85082

(602) 437-3015 • FAX (602) 437-8163

Key Contacts

Don Anderson – President. Don purchased Keller Equipment Company December 9, 2006. Don provides daily leadership with a strong management and financial background. Don has a vision to take Keller Equipment to new heights as a great company for our customers to do business with.

Duane Keller, VP of Operations.

Duane manages the electrical contracting and controls division of Keller Equipment. For this contract, Duane's responsibilities will include coordination of any required in-house design for electrical and /or instrumentation modifications and oversight of all field control modifications and installations performed by Keller Equipment personnel.

Danny Morone – Operations Manager

Danny oversees the repair of all electrical apparatus items serviced in the motor shop. Danny has an industry reputation for providing excellent customer service, technical evaluation, attention to details and on time repair services. Danny has an IBEW Apprenticeship for Electric Motor and Repairs and TQM Certification through University of Phoenix. For this contract, Danny will be the primary contact to coordinate scheduling of service and repairs for the City of Tempe.

Darcy – Wekell – Director of Sales & Marketing

Darcy leads the sales team in providing solutions for our customers. Darcy's career has been spent in the Electrical and HVAC arena as a manufacturer's representative, sales representative for Keller Equipment and National Sales Manager for Trane Air Conditioning Aftermarket Division.

Mike Hulse – Quality Assurance Manager

Mike joined Keller Equipment 3 years ago, after serving in the Navy as a Nuclear Process Engineer. Mike is close to completing his Masters in Business and is our lead technician for vibration analysis and thermography. Mike also provides back-up support in the motor shop.

Steve Osborn – Field Service Manager

Steve leads Keller Equipment's field service and repair team with over 25 years of electrical troubleshooting and construction experience. Steve and his team provide onsite support for basic control wiring to service and repair on variable frequency drives.

Rob Rayl – Control Plant Manager

Rob has managed Keller Equipment's Control Plant Facility for 6+ years. Rob's responsibilities include all required control manufacturing and coordination with design engineers. For this contract, Rob will coordinate pricing for any required fabricated equipment should the City of Tempe require new VFD Control Panels and any associated controls or RTU's. Rob's responsibilities will also include all submittals and O & M documents if required.



Keller Equipment Co., Inc.

P.O. Box 60485 • Phoenix, AZ 85082

(602) 437-3015 • FAX (602) 437-8163

Pete Wekell – Construction Manager

Pete has held a variety of positions within Keller Equipment during his 17 year tenure. As a sales representative, Pete elevated the role to that of a solutions provider. Pete excelled in VFD sales and applications. Pete then accepted the challenge to become the Construction Manager, with emphasis in municipal water treatment projects with low and medium voltage variable frequency drives.

Gene Freel – Senior Field Technician

Gene's responsibilities include all field design, field coordination with existing VFD equipment and final field start-up, including system verification and calibration.

Field Technicians – VFD Factory Trained

Dan Giebner – 20+ Years experience in Electrical & Electronic Service & Repair

Justin Davis – 6 Years Experience in Electrical Controls and VFD troubleshooting

Tony Mercurio – 12 Years Experience with VFD's and Controls



Keller Equipment Company

4206 East Winslow, Phoenix, AZ 85040

602-437-3015 Toll Free 1-800-888-5326

www.KellerEquipment.com

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Hermetic Stator Repairs
AC Generators
Electric Brakes
Traction Motors
Gear Reducers
Submersible Pumps
Transformers
Machine Shop Services
Dynamic Balancing
Vibration Analysis
Thermography
Welding

CUSTOM CONTROL SERVICES

System Integration
Motor Control Centers
Variable Frequency Drives
PLCs
Vacuum Contactors
U/L 508 Certified

STARTERS

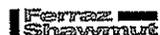
Solid State
Reduced Voltage
Part Winding

AUTHORIZED DISTRIBUTORS CONTROL PRODUCTS

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SIEMENS



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V.P.I. Epoxy Process
Quad Wire
Class H Insulation
End Turn Taping
Phase Paper

SPECIAL SERVICES

Design/Build
Troubleshooting
Field Repairs
Predictive & Preventative Maintenance
New Installations
PE/EE Services

CONTACTS:

Danny Morone - Motor Shop	602-619-3124
Russ Uhl - Inside Sales	602-437-3015
Steve Osborn - Field Services	602-909-9431
Pete Wekell - Construction	602-757-4653
Rob Rayl - Controls	602-757-4655
Darcy Wekell - Outside Sales	602-757-4707
Don Anderson - President	602-437-3015
Duane Keller - Operations	602-437-3015

24 HOUR EMERGENCY SERVICE

LICENSED CONTRACTOR - L-11 (AZ & NV)
HIGH VOLTAGE LICENSE - A-17 (AZ)

KELLER EQUIPMENT COMPANY
4206 East Winslow
Phoenix, AZ 85040
602-437-3015 or 1-800-888-5326

Cover Sheet

IFB 08-064RB

After a review of all responses; the City has elected to cancel Invitation for Bid 08-064 and to reissue the IFB under revised special terms and conditions, bid questionnaire, IFB checklist for submittals, and price sheet.

All bids received from the first solicitation have been sealed and the information shall be considered confidential and not open to review. Please read the enclosed IFB thoroughly, follow IFB instructions and be sure to comply with all requirements.

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 08-064RB

BID ISSUE DATE: 11/29/2007

Commodity Code(s): 936-25; 915-26; 285-19;
290-80

PROCUREMENT DESCRIPTION: Maintenance, Repair and purchase of Variable Frequency Drivers

BID DUE DATE/TIME: Thursday, December 13, 2007, 3:00 P.M. Local Time
Late bids will not be considered

BID 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-BID CONFERENCE: N/A
DEADLINE FOR INQUIRIES: N/A

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

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

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings _____, CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480-350-8617
Procurement Officer

Bid 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 bid responses for evaluation purposes. For this specific IFB, 3 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

MG

Michael Greene, CPM
Central Services Administrator

Vendor's Bid Offer

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

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

Bidder's Company Name	<u>GRUBER POWER SERVICES *DBA GRUBER TECHNICAL INC.</u>		
Company Mailing Address	<u>21613 N. 2ND AVE., PHOENIX, AZ 85027</u>		
Company Street Address	<u>SAME AS ABOVE</u>		
Bid Offeror Contact	<u>DON COPLEA</u>	Title	<u>SENIOR ACCOUNT MANAGER</u>
Contact's Phone No.	<u>(602)863-2655 x401</u>	E-mail Address	<u>COP@GRUBER.COM</u>
Bidder's Company Tax Information:			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-620864-Y</u>	or	
Arizona Use Tax No.	_____		
Federal I.D. No.	<u>86-1001733</u>		
City & State Where Sales Tax is Paid	<u>PHOENIX</u>		<u>AZ</u>

THIS BID IS OFFERED BY

Authorized Bid Offeror (Type or Print in ink) DON COPLEA

Bid Offeror's Title (Type of Print in ink) SENIOR ACCOUNT MANAGER

Date 12-13-07

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

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

Don Coplea _____ 12-13-07
Signature of Authorized Bid Offeror Date

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid (IFB) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this IFB that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this IFB.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", Form 201-B (IFB) as provided in this IFB.
3. **Inquiries:** Questions regarding this IFB are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (IFB); unless another City contact is specifically named in this IFB. Questions should be submitted in writing, when time permits. When sending correspondence related to this IFB, identify within the letter, the appropriate IFB number, page and paragraph at issue. However, bidder must not place the IFB number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Pre-Bid Conference:** If a Pre-Bid Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the IFB as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this IFB, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this IFB.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this IFB. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this IFB includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this IFB, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this IFB, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchasing) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this IFB) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this IFB or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this IFB that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within ten (10) calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the ~~last page of this IFB and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.~~

15. Compliance with City Solicitation & Forms: Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this IFB will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this IFB and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", Form 201-B (IFB), the bidder certifies:
 - A. The submission of the bid response 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 and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.
 - 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 "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this IFB and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the Contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the Contractor or agent or representative of the Contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled 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 Contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and 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 IFB and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.
4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and Contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the Contractor.

5. **Contract Formation:** This contract shall consist of this IFB document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's IFB shall govern. The City's IFB shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and Contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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 of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this IFB and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this IFB. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this IFB document or in the vendor's bid response offer shall be construed, expressly or by implication, as a 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 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, shall not release the contractor from any responsibilities or obligations imposed by the 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.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract:

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

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 from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, 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 by hand delivery or Certified Mail - Return Receipt Requested when it has done so. 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 the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this IFB shall receive any direct or indirect benefit from the use of these specifications.

17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.

18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this IFB may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an IFB. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This IFB is issued by the City Procurement Office. No alteration of any portion of the IFB document by a bidder is permitted and any attempt to do so shall result in bidder's offer 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. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this IFB to be valid and irrevocable for 90 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite 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 twelve (12) month(s) thereafter, unless terminated, canceled, extended or renewed 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 bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of forty-eight (48) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this IFB that wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written ninety (90) day notice of termination to the other party.
8. **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:

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- A. ~~The Contractor provides material that does not meet the specifications of the contract;~~
 - B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

- D. 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:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- D. 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:
- i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above remedies or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **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.
11. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for three-hundred-sixty-five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

~~The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.~~

12. **Bid Evaluation:** In an IFB, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the IFB. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- A. Conformity with bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- B. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
- C. Operational and/or ergonomic compatibility with existing City resources, as applicable;
- D. Availability of competent service and prompt delivery of materials, parts and services;
- E. Having legally required licenses, certifications and/or qualifications to perform the contract;
- F. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;
- G. Record of past performance and integrity on City and/or other public agency contracts; and.
- H. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

13. **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 bidder'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 bidder 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 bid 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 bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.

14. **Multiple Awards:** The City has a large number and variety of potential customer departments. 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 bidder.

~~15. **Non-exclusive Contract:** Any contract resulting from this IFB shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the Contractor.~~

16. **Samples Upon Request – Seventy-Two (72) Hours:** Samples of items, when requested, must be submitted within seventy-two (72) hours. Unless otherwise specified by the City Procurement Office, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.
17. **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, each potential contractor must have a local inventory warehouse facility. Each facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the warehouse facility to determine adequacy.
18. **Minimum 7 Year Local Inventory:** Due to the extreme importance of the equipment to be purchased from this contract, the contracted provider agrees to maintain a local inventory of parts and maintenance supplies for a minimum of seven (7) years beyond the installation and acceptance of the installed equipment. Thereafter, the contractor agrees to provide the City with at least a ninety (90)-day notice of any plans to relocate or discontinue maintenance parts and supplies that are critical to the upkeep of provider's (seller's) equipment installed as result of this bid solicitation/contract.

Failure to maintain this provision will entitle the City to pursue legal action for damages against equipment provider (seller).

19. **Installation and Training:** The contractor shall install the equipment and provide training to City personnel to assure proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.
20. **Serial Numbers:** Offers must 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.
21. **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.
22. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
23. **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.
24. **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.
25. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of contractor supplied materials under this Invitation For Bid and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by contractor (seller).

It is expressly agreed by seller that these covenants are irrevocable and perpetual.

26. **Seller's Risk:** Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release seller from any obligation hereunder.
27. **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 (including death) 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, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

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 or self insurance certifications 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, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
- 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

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

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 bid solicitation. 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 and sub-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.

28. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by 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, unless otherwise agreed to in writing by the City of Tempe.
29. **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 OF TEMPE PROCUREMENT OFFICE
Attn; Ted Stallings
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.

30. **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 each person with personnel of substantially equal ability and qualifications.
31. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of delivery by the City. Unless terms other than net 30 days are offered as a discount.
32. **Indemnification:** To the fullest extent permitted by law, the CONSULTANT 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 Consultant, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Consultant may be legally liable in the performance of this contract. Consultant'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 Consultant or any employee of the CONSULTANT, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT 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.
33. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, equipment and product purchases may specify items that have been given an energy efficient classification by the federal government.
34. **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 (City) is seeking bids to establish a twelve (12) month contract for on-site preventive maintenance inspection and testing, repairs and purchase of variable frequency drive (VFD's) for the Water Utilities Department (WUD). Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this Invitation for Bid (IFB).

Resulting contract shall be monitored under the supervision of the WUD and the City Procurement Office.

Minimum Qualifications

- Contractor (and subcontractors) shall have a minimum of (5) five years of prior experience maintaining and repairing VFD's.
- Contractor must have been in business for at least (3) three years.
- Contractor must have a well-staffed local operational facility with trained technicians.

Brands of equipment to be serviced

- Toshiba
- Danfoss
- Rockwell-Allen Bradley
- Square D

Contractor Responsibilities

Contractor must provide all necessary equipment, tools, replacement parts and personnel with technical expertise necessary to provide maintenance and repair services. Repeated and documented instances of using substandard materials, supplies, and/or personnel, or failure to provide services in a timely manner, shall constitute grounds for termination of contract.

At the completion of all work, the Contractor shall remove all temporary structures used in the work process, rubbish and waste materials and restore the site to a neat condition.

The Contractor shall be responsible for equipment that is damaged while in their possession.

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for all work until the entire contract is completed.

Contractor shall provide a written work schedule and a weekly progress report to the Plant Team Leader or the authorized City representative.

The Contractor shall provide a manned phone number and/or an e-mail address for communicating the need for service.

Contractor Response Times

~~Routine service calls shall receive a response from the Contractor within thirty-six (36) hours. Normal City working hours are Monday thru Friday, 7:00am to 4:00pm.~~

Emergency Service calls shall receive a response from the Contractor within eight (8) hours. All reasonable attempts must be made to return equipment to service the same day the emergency call is placed.

If work is to be performed during evenings, weekends or City Holidays, City employees will be made available at the work site to provide Contractor access to facilities.

Work Estimates and Completion Time

Prior to the Contractor performing any repair work, the Contractor will be required to provide the City a written report which includes the condition of equipment, recommended repairs, and cost of repairs. Contractor will be allowed to disassemble and remove the equipment prior to providing the City written estimate. The written estimate will be required within seventytwo (72) hours from the time equipment is removed.

Contractor shall provide a work schedule and a weekly progress report in writing (e-mail is acceptable) to the WUD representative.

Contractor will be required to repair and reinstall equipment within twenty (20) working days from the date of work approval by the City. In the event repair time must extend beyond the twenty (20) working day period, Contractor shall notify the Water Utilities representative.

Materials and Services

All necessary shop work will take place at the Contractor's facility or at other facilities as mutually agreed upon by the City WUD. Unless otherwise specified, all materials and repair parts shall be new and of good quality and workmanship.

Workmanship and Materials

Workmanship and materials must be acceptable to the Plant Team Leader or the designated representative. The Contractor shall furnish the best materials and perform the best workmanship in all projects. If any unsatisfactory materials or non-workmanship methods are detected, the Plant Team Leader, or the designated representative, may require the Contractor to utilize acceptable materials and/or methods and perform in the manner expected. Failure of the Plant Team Leader or the designated representative to require the Contractor to perform properly will not relieve the Contractor from his obligations to perform good workmanship practices or to furnish the work in the time agreed upon or to use the best materials.

The Plant Team Leader or the designated representative may reject any work performed by the Contractor and any materials used if, in the opinion of the Plant Operations Superintendent, substandard workmanship has been performed and/or materials do not meet specifications or are considered inferior. Remedial work will be accomplished as outlined under the FORFEITURE section of these specifications.

Warranty

Contractor shall provide a warranty on all equipment, materials and workmanship furnished for a minimum of one (1) year from the date of final payment. In the event of any of the aforesaid warranties are not fulfilled, Contractor guarantees to promptly reimburse the City for its cost in making suitable repairs or replacements or, at the City's option, the Contractor shall promptly make suitable repairs or replacements at Contractor's own expense. In either case, the Contractor shall also pay for any resulting damage to other property and work caused by Contractor's breach of any of the aforementioned warranties or guaranties.

The Contractor will incur liquidated damages involving warranty repairs which shall include, but not be limited to, the costs of lost production. For the purpose of imposing liquidated damages on the Contractor, it is agreed that the costs of lost production is equal to one thousand dollars (\$1,000) per day, per million gallons based on production capabilities of the affected site. ~~Damages will be applied only in the event of production loss.~~

The Contractor shall extend all warranties it receives from its vendors used on City well projects, to City. This warranty is in addition to all warranties contained under the law.

Replacement Equipment and Parts

Contractor shall provide a discount off of list price for actuators, parts, supplies, and add-on equipment.

The City is requesting a catalog discount for additional items and services not specifically listed on the Price Sheet to successfully obtain a full line of equipment, parts, and supplies. All items in the manufacturer price catalog(s) shall be available to the City at the discount offered. The discount off of list shall remain fixed for the initial contract period and renewal options. Unit price shall be the published price less the discount offered. Manufacturer's price catalog(s) must be submitted within ten (10) working days upon notification of award. Manufacturer's price catalog(s) may be submitted in the form of print, CD or Internet web-site.

Updates to the referenced catalogs must be provided at no cost to the City when made available. Updates may be in the form of print, CD or Internet web-site.

The Contractor may be required to provide pricing of repair parts for specific jobs prior to the City authorizing purchase of the parts from the Contractor. The City reserves the right to purchase related equipment directly from the manufacturer or from other vendors if it is in the City's best interest.

Inspection of Work

All work performed by the Contractor will be subject to inspection by the WUD Plant Maintenance supervisor or the designated representative. The WUD Plant Team Leader or the designated representative will be given access to all work in progress at any time. It will not be required that the Contractor be notified in advance of any inspection action. No payment will be made if any inspection request is denied. The Contractor shall provide any data requested and provide good lighting of all areas to enhance any inspection action. The Plant Team Leader will schedule an inspection of any job in such a way that there will be no delay to the Contractor. If discrepancies are revealed through the inspection process, the Contractor shall correct these at his cost.

Forfeiture

The City WUD will notify the Contractor in writing if:

- It is deemed by the City WUD that improper work is being performed by the Contractor
- If the Contractor neglects or refuses to rebuild or rework the required work, or if it is deemed by the City that the job is defective or unsuitable or unnecessarily delayed and will not be finished within the prescribed time.
- If the Contractor refuses to comply with any specifications contained herein, the City WUD shall notify the Contractor to that effect in writing.

If the Contractor does not undertake remedial measures within ten (10) days after notification, the WUD shall notify the Contractor to discontinue all work under this contract. The Contractor shall immediately stop work and shall forfeit any rights conveyed to the Contractor by this contract. The stoppage of work shall not entitle the Contractor to any claim for damages because of such failure. The City of Tempe may thereupon advertise and award a new contract to complete the work without further notice, and any additional costs resulting from this action will be charged against the Contractor and the Contractor's surety who shall be liable.

The City of Tempe will not pay for services and/or materials not covered by this contract on the blanket purchase order.

Delay of Work

If any work being performed by the Contractor is unnecessarily or unreasonably delayed, the City WUD has the option to instruct the Plant Team Leader or the designated representative to employ persons, machinery and materials in addition to those being used by the Contractor to complete the work required. The expenses of such actions shall be charged to the Contractor. The City WUD shall also have the right to use all materials at the site owned by the Contractor and to charge expenses that might be due on these materials to the Contractor.

Response time for warranty repairs will follow the same parameters.

Payment

Payment will be made in full within thirty (30) days after receipt and acceptance of an itemized invoice from the Contractor and acceptance of work by the WUD staff. If a subcontractor is used for the electrical motor portion of this bid it is the responsibility of the prime Contractor to invoice for the subcontractor's services. The City of Tempe will not pay subcontractor for services performed as part of this contract.

Reduction in Payment

Reduction in payment due to unsatisfactory service: Each month Contractor performance will be evaluated for satisfactory performance. If the performance for any bid item is unsatisfactory and poor performance is clearly the fault of the Contractor (any service not performed which is required by contract), the amount of money charged for the work will not be paid until the work/repair of that bid item is accepted by the City as being satisfactory.

In the event the Contractor is deficient in any required service, the Contractor shall be notified to correct the deficiency within a specified time. If the Contractor fails to correct the deficiency within the time specified, the WUD staff may have the service performed by City personnel or by a separate Contractor at the Contractor's expense.

Electrical Work

If the Contractor will be engaging in work that covers the service and maintenance of machines and equipment in which the unexpected energizing or start up of the machines or equipment, or release of stored energy, could cause injury to employees, they must follow the OSHA requirements as outlined in 29 CFR 1910.147, Control of Hazardous Energy regulation.

The Contractor is responsible for having qualified personnel to properly lock/out or tag/out electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

The Contractor is responsible for adhering to the latest addition of NFPA - 70E, standards for electrical safety in the workplace.

Confined Space Work

The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

The Contractor shall provide upon request, a copy of its written health and safety program and any required employee training records or certificates. During work performed under this contract, all injury and illness reports shall be submitted to the City monthly and as determined by the Construction Manager.

Dumping and Disposal of Waste

The Contractor shall provide for the disposal at a legal off-site location for all waste products, oil baled from a well, debris, etc., and shall make necessary arrangements for such disposal. ANY DISPOSAL/DUMPING OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to the City upon request.

Conduct and Dress Code

The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

Safety, Health and Sanitation

The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The Contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor(s) shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts (OSHA), and Standards and Regulations promulgated thereunder.

Protection and Restoration of Property and Landscape

The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor(s)' responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

Responsibility for Work

The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City. The Contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor(s) from such responsibility.

Employees of the Contractor

No one except authorized employees of the Contractor is allowed on the premises of the City of Tempe. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City of Tempe sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six (6) months thereafter. This register must contain the Name, Phone Number, and Address.

Sub-Contractor(s)

The City reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

Safety Apparel Used by Contractor Employees/Staff

Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts. Monitoring of safer work performance will be performed by City staff.

Materials and/or Equipment

Materials and/or equipment, furnished by the City of Tempe will be delivered or made available to the contractor(s) when necessary. The contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Bid Questionnaire

Please note that as used in this Questionnaire, "Your" refers to Bidder's company. Please respond to all questions in an orderly manner. The answers will be used during the evaluation process.

1. What is the address of your Phoenix Metropolitan office from which this contract will be administered?

GRUBER POWER SERVICES, 21613 N. 2ND AVE., PHOENIX, AZ 85027

2. List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel.") Please submit resume with response.

Contract Manager Name: DON COPLEY
Phone Number: (602) 863-2655 x401
Cellular Phone Number: (602) 332-3376
Fax Number: (623) 879-7341
E-mail address: COP@GRUBER.COM

3. Does your company have the expertise and qualifications to perform the services described in this IFB?

Yes No

4. Does your company accept all terms and conditions of this IFB?

Yes No

5. If awarded, will your company allow other government agencies to utilize this contract?

Yes No

6. Contractors shall submit a list qualified employees that will be assigned to this contract and demonstrate their qualifications.

DON SIMPSON - 11 YEARS EXPERIENCE / see attached
RAY JANIC - 20 YEARS EXPERIENCE / form A-1

7. List three (3) customer references for which your firm has performed the services requested in this IFB (government and/or large business preferred).

Reference One:
Name of Firm: GILA RIVER INDIAN COMMUNITY
Contact Person: KEITH FRANKLIN
Contract Number: BRICKF9107
Contract Dates: 10-15-07 TO 10-30-08
Contact Person Telephone Number: (520) 562-6454 Fax Number: (520) 562-2655

Reference Two:

Name of Firm: HONEYWELL
Contact Person: KURT HAYES
Contract Number: H21FH701
Contract Dates: 04-15-01 TO 04-14-08
Contact Person Telephone Number: (602) 822-4101 Fax Number: (602) 822-4444

Reference Three:

Name of Firm: KTVK-TV3
Contact Person: JIM COLE
Contract Number: KTVKJC1117
Contract Dates: 12-01-07 TO 11-30-08
Contact Person Telephone Number: (602) 207-3369 Fax Number: (602) 207-3556

8. Will your firm respond to routine service calls with 36 hours?
Yes No
9. Will your firm respond to emergency service calls with 8 hours?
Yes No
10. Will your firm provide a written estimate of the repair cost within 72-hours of pulling the pump/motor for maintenance?
Yes No
11. Will your firm provide a work schedule and a weekly progress report in writing or e-mail to the WUD representative?
Yes No

IFB Checklist For Submittals

- One (1) signed and complete original of the Bid response, including "Vendor's Bid Offer" (Form 201-B).
- Two (2) additional bid response copies for evaluation purposes.
- The Bid Questionnaire has been completed and included
- Price Information completed and included.
- Any addendum(s) have been included
- Submit a list qualified employees that will be assigned to this contract and demonstrate their qualifications.

Company Name: GRUBER POWER SERVICES

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Labor Rate (Straight Time) During Normal Work hours 7:00am to 4:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>97.50</u>	\$ <u>97.50</u>
2.	Shop Labor Rate (Straight Time) During Normal Work hours 7:00am to 4:00pm (Monday – Friday) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>93.75</u>	\$ <u>93.75</u>
3.	Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>146.25</u>	\$ <u>146.25</u>
4.	Shop Overtime Rate (Night, Weekends, City Holidays) – Rate all inclusive of personnel, shop supplies, travel, equipment, mobilization, fuel, etc.	1	Hour	\$ <u>140.63</u>	\$ <u>140.63</u>
				Total	\$ <u>478.13</u>
5.	Specify percentage off list price for VFD's parts for each manufacturer listed below.				
	• Toshiba			<u>14%</u>	
	• Danfoss			<u>14%</u>	
	• Rockwell-Allen Bradley			<u>14%</u>	
	• Square D			<u>14%</u>	
6.	Specify percentage off list price for purchase of new VFD's for each manufacturer listed below:				
	• Toshiba			<u>14%</u>	
	• Danfoss			<u>14%</u>	
	• Rockwell-Allen Bradley			<u>14%</u>	
	• Square D			<u>14%</u>	

Company Name: GRUBER POWER SERVICES

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
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7. Discount off published list price for additional equipment, parts, and supplies. Please add additional pages for multiple discounts.

Please provide manufacturer's name and percentage discount.

- TOSHIBA 9%
- DAN FOSS 9%
- ROCKWELL-ALLEN BRADLEY 9%
- SQUARE D 9%
- EATON 9%
- _____ %
- _____ %
- _____ %
- _____ %

* Applicable Tax 8.1%

* 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 % 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 only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for research 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: Cecilia Miller Letters A-C
 Ramona Zapien Letters D-O
 Penny Brophy Letters P-Z

(H:/IFB 3-2002)



Personnel Skills Highlight

Tim Gruber – General Manager/Project Manager

Tim Gruber has over 16 years experience with Gruber Power Services; in the field of power quality management and product configuration of Uninterruptible Power Systems (UPS) and other forms of power conditioning equipment. Official product and service training/certification has been obtained through American Power Conversion, Best Power Technology and Powerware. Providing customer service and employee support in dealing with issues is a top priority in assuring a streamline and effective business operation and Tim manages these areas very effectively.

Pete Koenig – Director of Service Operations

Pete Koenig has over 40 years experience in field service, providing project management, leadership and administrative skills in scheduling and managing service calls and routine maintenance for a worldwide customer base. Pete has a strong reputation of providing superior customer service and maintains a high-level of customer satisfaction. Pete helps insure that our Field Engineers maintain the Gruber standard for customer satisfaction by providing an environment that promotes constant improvement, goal setting, ongoing training and education, as well as idea sharing.

Bryant Personeus – Senior Field Engineer

Bryant Personeus has over 20 years experience with Gruber Power Services as a field engineer. As a graduate of San Juan School for Industrial and Commercial Electronics with 11 years of experience on motor controller circuits, instrumentation, meters, and switchgear. Bryant has also acquired factory training on Controlled Power Company UPS and Power Conditioning Systems, Atlas Energy Rotary UPS systems, Chloride and EPE/MGE UPS systems. Over the last 20 years Bryant has also gained extensive experience in servicing and maintaining APC, Best Power, Deltec, Emerson/Liebert, Exide/Powerware, IPM, Mitsubishi and Toshiba UPS systems.

Chad Lape – Field Engineer

Chad Lape has over 6 years experience with Gruber Power Services as a field engineer. Over the last 5 years Chad has received factory training on Best Power UPS systems and has experience in both single-phase and three-phase UPSs undergoing a multi-brand in house training program along with outside field work on APC, Deltec, Emerson/Liebert, Exide/Powerware, IPM, EPE/MGE, Mitsubishi and Toshiba UPS systems.

Ken Dirigl – Field Engineer

Ken Dirigl has over 6 years experience with Gruber Power Services as a field engineer and brings over 17 years experience in electronics and is skilled in component level board repair. Ken has received training on a wide variety of UPS systems including Best Power, Emerson/Liebert, Exide/Powerware and Mitsubishi. Ken is very talented and has learned at a rapid pace using sound judgment when troubleshooting and repairing equipment.

Mark Lovestrand – Field Engineer

Mark has 11 years experience that he brings to Gruber Power Services with an industry background as a field service engineer for a major UPS manufacturer. Mark is a factory-certified technician on Powerware products. He has also acquired extensive experience on APC, Best Power, Deltec, Emerson/Liebert, IPM, EPE/MGE, Mitsubishi and Toshiba UPS systems.

Les Martin – Field Engineer

Les has 7 years experience in the electronics service field and as a Gruber Power Services Field Engineer servicing UPS power conditioning equipment. Les has experience in both single-phase and three-phase UPSs undergoing a multi-brand in house training program along with outside fieldwork on APC, Deltec, Emerson/Liebert, Exide/Powerware, IPM, EPE/MGE, Mitsubishi and Toshiba UPS systems.

Ernesto Garcia – Field Engineer

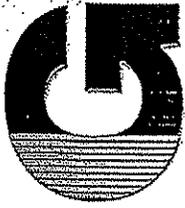
Ernesto has 5 years experience in the GPS Depot UPS Service Facility and as a Gruber Power Services Field Engineer servicing UPS power conditioning equipment both in the field and in our state-of-the-art Depot Service Area. Ernesto has experience in both single-phase and three-phase UPSs undergoing a multi-brand in house training program along with outside fieldwork on APC, Deltec, Emerson/Liebert, Exide/Powerware, IPM, EPE/MGE, Mitsubishi and Toshiba UPS systems.

Ray Janic – Depot Service Supervisor/Field Engineer

Ray has 20 years experience in the electronics service field and 6 years as a Gruber Power Services component level Service Engineer. Ray services power-conditioning equipment mainly in our state-of-the-art Depot Service Area. Our Depot Repair and UPS Refurbishment area doubles as a Field Engineer training facility with constant exposure to all the major brands UPS including APC, Liebert, IPM, Deltec, Exide/Powerware, Mitsubishi, Toshiba and many other UPS brands and sizes serviced under the direction of Senior Service Engineers like Ray.

Don Simpson – Field Engineer-VFD concentration

Don has 11 years experience, an electronics degree, and works down to the board level with his diagnostics ability and training. Don has extensive experience in all facets of service and repair of industrial control and variable frequency drives. He has serviced and repaired Toshiba, Danfoss, Rockwell-Allen Bradley, and Square D variable frequency drives.



**Gruber
Power
Services**

September 25, 2007

Personal Skills Highlight

Don Coplea – Senior Account Manager/Project Manager

Don Coplea has been employed by Gruber Power Services in the capacity of Senior Project Manager for over 12 years.

As the largest company of its kind in the Southwestern USA, Gruber Technical holds a number of licenses including general contracting and various trade licenses.

Don Coplea's involvement with customers includes design/build of Computer Rooms, Data Centers, and Critical Power Applications for a number of high profile clients ranging from all state, county, and municipal clients, to utilities and major fortune 500 corporations.

Don Coplea interfaces with these clients coordinating various Gruber trade functions including UPS Service, Electrical Installation, Data Center Design, Computer Room Air Handling, Halon, Data Cabling, Access Floor, and Power Analysis, and all facets of project management.

Respectfully,

Pete Gruber
CEO
Gruber Power Services
gru@gruber.com

Tel: +1 (602) 863-2655

Fax: +1 (602) 257-4313

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Premise Wiring Products Phoenix, Arizona 85027-2016 USA
International Field Service Email: info@gruber.com
Internal Products & Services Web: http://www.gruber.com
Computer Facility Design/Build



**Gruber
Power
Services**

Products

Uninterruptible Power Systems

- Small Desktop to Large Data Center
- New, Used and Refurbished

Power Conditioning/Power Distribution Systems

- Soft-wired or Hard-wired
- New, Used and Refurbished

Motor Generators & Frequency Converters

- 50hz/60hz
- New, Used and Refurbished

Gas, LP and Diesel Generators

- Small Portable to Large Stand-By
- New, Used and Refurbished

Batteries

- UPS Systems
- Telecom
- Emergency Lighting

Surge Suppressors

- Complete Service Entrance
- Telco and AC
- Fax/Modem

Environmental & Remote Monitoring Devices

- Power, Temperature, Sound, etc.
- Internal and External
- Hardware and Software

Services

Full Service Maintenance

- Uninterruptible Power Systems
- Power Conditioning/Power Distribution Systems
- Motor Generators/Frequency Converters
- Gas, LP and Diesel Generators
- Battery Replacement Coverage

Preventive Maintenance/Time & Materials

- Uninterruptible Power Systems
- Power Conditioning/Power Distribution Systems
- Motor Generators/Frequency Converters
- Gas, LP and Diesel Generators
- Raised Access Floor

Battery Maintenance

- Full Install and Disposal
- Run Time Analysis
- Battery Load Testing
- Battery Replacement Coverage

Installation & Start Up

- Complete Turn-Key Installation
- Electrical Wiring and Distribution
- Start Up

Power Quality Analysis

- Harmonics/Noise Testing and Correcting
- Load Balancing
- Site Evaluation Services

Gruber Power Services is a Value Add Reseller for:



Gruber Power Services: 21438 N. Central Ave. Phoenix, AZ 85024 Voice: 602-863-2655 Fax: 602-879-7341