



Staff Summary Report

Council Meeting Date: 05-01-2008

Agenda Item Number: _____

SUBJECT: Request to award a three-year contract with two (2) one-year renewal options to Arizona Control Specialists for energy management system installation and maintenance.

DOCUMENT NAME: 20080501fsta07 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (RFP #08-138) Total cost for this contract shall not exceed \$200,000.

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

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
Glenn Kephart, Public Works Manager, 480-350-8205
Tom Lopez, Facility Services Director, 480-350-8687

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 6799779, 6688 and 6404.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: A Request for Proposal was issued to establish a contract for installation and maintenance of energy management systems in City buildings. Two firms responded to the RFP. A committee comprised of Facility Maintenance and Procurement Staff reviewed the proposals. It is the recommendation of the committee to award the contract to Arizona Control Specialists, the overall high scorer. The contract provides for installation of energy management systems in the 525 Building, Performing Arts Center and future projects when identified. In addition, the contract provides for maintenance of Delta Energy Management Systems throughout the City.

City of Tempe EMS Retrofit

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REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 08-138

RFP ISSUE DATE: 03/03/2008

Commodity Code(s): 941-55; 910-36

PROCUREMENT DESCRIPTION: Energy Management System – Installation & Maintenance

PROPOSAL DUE Tuesday, March 25, 2008, 3:00 P.M. Local Time

DATE/TIME:

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

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

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Thursday, March 13, 2008, 5:00 P.M., Local Time

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

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

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

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

Tony Allen E-mail: anthony_allen@tempe.gov Phone No: 480-350-8548

Procurement Officer

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

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, four (4) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

MG

Michael Greene, CPM
Central Services Administrator

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

Vendor's Proposal Offer

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

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

Proposal Offeror's Company Name	<u>ARIZONA CONTROL SPECIALISTS, INC</u>		
Company Mailing Address	<u>2465 W. 12TH. ST., S-6, TEMPE, AZ, 85281</u>		
Company Street Address	<u>SAME</u>		
Proposal Offeror Contact	<u>WILLIAM B. TRUETT</u>	Title	<u>PRESIDENT</u>
Contact's Phone No.	<u>480-829-9421</u>	E-mail Address	<u>BILL@AZCONTROLS.COM</u>
<u>Proposal Offeror's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-645153-Z</u>	or	
Arizona Use Tax No.	_____		
Federal I.D. No.	<u>86-1016720</u>		
City & State Where Sales Tax is Paid	<u>TEMPE</u>	,	<u>AZ</u>

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) William B. TRUETT

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

Date 4-1-08

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

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

William B. Truett
Signature of Authorized Proposal Offeror

4-1-08
Date

INSTRUCTIONS TO PROPOSAL OFFERORS

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

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this RFP.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.
3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP 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 City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, 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 proposals, or portions thereof, or reissue this RFP.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this RFP. An offeror does not become a Contractor unless they receive a formal contract award from the City Procurement Office. Unless this RFP includes a separate contract document or requires the offeror 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 offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal 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 offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) 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 proposal 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 offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal 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. A protest concerning an award recommendation must be filed within 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 RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.
16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements than those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B (RFP), the offeror certifies:
 - A. The submission of the proposal offer 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 proposals 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 Proposal Offer", Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and 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 RFP 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 RFP 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 Contractor.
5. **Contract Formation:** This contract shall consist of this RFP document and the proposal 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 RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents 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. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
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 to the extent that the material provisions of this RFP 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 RFP. 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 RFP document or in the vendor's proposal 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 RFP shall receive any direct or indirect benefit from the use of these specification.
17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror 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 AND CONDITIONS

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

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for ninety (90) days after the proposal 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 thirty-six (36) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract 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 of up to a maximum of twenty-four (24) 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 of Tempe this contract may be extended for use by other municipalities and government agencies of 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 RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **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:
 - 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 for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- 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.

8. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.

10. **Pricing:** Pricing accuracy and completeness are critical. All items being proposed must be identified and priced.

In the case of system proposals, all items, which are required to make the system function in accord with, stated RFP requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the offeror is to include an itemized listing of all required products and services needed to make their proposed system equipment fully functional and in conformity with stated RFP needs.

11. **Three Hundred sixty-five (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 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. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

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

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

13. **Inventory:** The City has an ongoing requirement for the material indicated in this RFP. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
14. **Local Maintenance:** In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each offeror must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the material (equipment/product) specified. The City Procurement Office may inspect the maintenance facilities to determine adequacy.
15. **Maintenance Service:** Offeror, if awarded the contract (Contractor) agrees to maintain or guarantees that the equipment manufacturer will maintain the equipment acquired under this agreement in good working order and in accordance with the manufacturer's official published specifications and any specifications set forth in the procurement documents. Additional terms and conditions applicable to maintenance of the equipment are as specified in this RFP and in any separate maintenance agreement between the City and the contractor or Equipment Manufacturer. In no event shall the provisions of such separate agreement differ or control over the provisions of the contract.
16. **Training and Materials:** The Contractor will provide the training and materials as specified in this RFP. Charges may be made for such services as specified in the RFP and the awarded proposal response.
17. **Installation and Acceptance:**
- A. **Installation Date** - The contractor shall install equipment ready for use on or before the installation date specified in the applicable schedule, provided that an equivalent extension shall be given for any delay caused by the City or by the City's preceding supplier.
 - B. **Site Preparation** - The City shall have the site available and prepared in a timely manner in accordance with Contractor's published specifications. The Contractor shall be given access to the site for installation and testing purposes.

- C. Site Inspection - Prior to the installation date, Contractor shall inspect the site and shall report to City in writing the dates of such inspections, and rejections and the reasons therefore, and the final acceptance thereof. Such final site acceptance shall include a written representation to the City by the Contractor that the site meets the Contractor's (equipment manufacturer's) site specifications for the efficient and safe operation of the equipment.
- D. Acceptance Testing - At such time as contractor has completed installation and is satisfied that the equipment is operating successfully and meets minimum design capabilities, the City shall be so notified. The City shall have a reasonable period of time, as set forth in the RFP, to accept or reject any portion or all of the equipment except as may otherwise be specified in the procurement documents.
- E. Acceptance - At the conclusion of the acceptance testing period, City's acceptance may be conclusively presumed if:
 - i) A written rejection specifying the reasons therefore is not delivered to contractor within five (5) business days following the end of the acceptance testing period; or
 - ii) The City utilizing the equipment for productive purposes. However, in the event the City elects to use for productive purposes a machine that is installed but not complete with respect to special features, the City shall be billed the monthly payment for such machine, less the amount applicable to features not supplied or inoperative; acceptance shall not be presumed until the machine is complete and operative for the full acceptance testing period.

18. **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.

19. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

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

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

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

Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverage:

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

2. Workers' Compensation and Employers Liability Coverage

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 Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

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

Safety

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

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. "**PRICES SHALL NOT BE READ**". After contract award, the proposals and the evaluation documentation shall be open for public inspection.
21. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.
22. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly-itemized statement. Unless terms other than net thirty (30) days are offered as a discount.

23. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
24. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.
25. **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.

26. **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, and Standards and Regulations promulgated thereunder.

27. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. 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 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, Social Security Number, Phone Number, and Address.

Scope

The City of Tempe is issuing this Request for Proposals (RFP) to seek vendors who have the ability to provide, install and warranty a complete, functioning energy management systems and additionally supply ongoing maintenance for new and existing systems.

It is the intent of the City to enter into a three (3) year contract with renewal options as specified in the Special Terms and Conditions section of this Request for Proposal.

Interested vendors **must** provide a **Delta Control System** complete with required controllers, sensors, relays, automatic valve interfaces, conduit, wiring, etc. and have proper staffing to provide routine and emergency service on all Citywide Delta systems.

Any resultant contract may be used to cover future upgrades or new systems needed for new or existing City buildings.

In determining a firm's responsibility, the City of Tempe may consider other information, whether or not specifically provided by the offeror in response to this RFP. A firm's responsiveness and responsibility to this solicitation shall be determined by the City of Tempe.

All offerors are required to visit the job sites prior to submitting a proposal. Failure to comply with the on-site visit will render an offeror as non-responsive. Contact Tom Lopez (480) 350-8687 and schedule an appointment to visit jobsites.

Specifications

General

The control system shall be as shown and consist of a high-speed, peer-to-peer network of DDC controllers and operator workstation(s) residing and communicating on a BACnet IP (Internet Protocol) network. The operator workstation(s) shall be a personal computer (PC) with a color monitor, mouse, keyboard, and printer. The PC will allow a user to interface with the network via multi-tasking dynamic color graphics. Each mechanical system, building floor plan, and control device will be depicted by point-and-click graphics. A modem shall be provided for remote access to the network. Systems using gateways to route proprietary devices and objects to BACnet are not acceptable.

The control system shall be supplied with a complete web enabled package. The system shall support remote access, set point adjustment, schedule changes, calendar changes, point overrides and graphic screens over the Owner's WAN and the Internet.

The system will provide for future expansion to include monitoring of the card access, fire alarm, and lighting control systems.

All provided systems will include wire markings at all wired terminations with legend provided at point(s) of termination.

Approved Control System Contractors and Manufacturers

The system shall match and expand the existing Delta Controls System. All new panels must communicate seamlessly as part of the Delta Controls network and use existing programming, setup and graphical interfacing tools. The new panels will exchange data and accept all editing commands from the existing Delta Controls Operator Workstation located in the Public Works Facility Maintenance Office.

System Performance

The system shall conform to the following:

1. **Graphic Display.** The system shall display a graphic with 20 dynamic points/objects with all current data within 10 seconds.
2. **Graphic Refresh.** The system shall update a graphic with 20 dynamic points/objects with all current data within 8 seconds.
3. **Object Command.** The maximum time between the command of a binary object by the operator and the reaction by the device shall be less than 2 seconds. Analog objects shall start to adjust within 2 seconds.
4. **Object Scan.** All changes of state and change of analog values will be transmitted over the high-speed Ethernet network such that any data used or displayed at a controller or workstation will have been current within the previous 2 seconds.
5. **Alarm Response Time.** The maximum time from when an object goes into alarm to when it is annunciated at the workstation shall not exceed 45 seconds.
6. **Program Execution Frequency.** Custom and standard applications shall be capable of running as often as once every 1 second. The Contractor shall be responsible for selecting execution times consistent with the mechanical process under control.
7. **Performance.** Programmable controllers shall be able to execute DDC PID control loops at a frequency of at least once per second. The controller shall scan and update the process value and output generated by this calculation at the same frequency.

8. Multiple Alarm Annunciation. All workstations on the network must receive alarms within 5 seconds of each other.
9. Reporting Accuracy. The system shall report all values with an end-to-end accuracy as listed or better than those listed in Table 1.
10. Stability of Control. Control loops shall maintain measured variable at set point within the tolerances listed in Table 2.

Table 1: Reporting Accuracy

Measured Variable	Reported Accuracy
Space Temperature	±0.5°C [±1°F]
Ducted Air	±0.5°C [±1°F]
Outside Air	±1.0°C [±2°F]
Dewpoint	±1.5°C [±3°F]
Water Temperature	±0.5°C [±1°F]
Delta-T	±0.15°C [±0.25°F]
Relative Humidity	±5% RH
Water Flow	±5% of full scale
Airflow (terminal)	±10% of full scale <i>(see Note 1)</i>
Airflow (measuring stations)	±5% of full scale
Air Pressure (ducts)	±25 Pa [±0.1 "W.G.]
Air Pressure (space)	±3 Pa [±0.01 "W.G.]
Water Pressure	±2% of full scale <i>(see Note 2)</i>
Electrical (A, V, W, Power factor)	5% of reading <i>(see Note 3)</i>
Carbon Monoxide (CO)	±5% of reading
Carbon Dioxide (CO ₂)	±50 ppm
Note 1: 10%-100% of scale	
Note 2: For both absolute and differential pressure	
Note 3: Not including utility-supplied meters	

Table 2: Control Stability and Accuracy

Controlled Variable	Control Accuracy	Range of Medium
Air Pressure	±50 Pa [±0.2" w.g.] ±3 Pa [±0.01" w.g.]	0-1.5 kPa [0-6" w.g.] -25 to 25 Pa [-0.1 to 0.1" w.g.]
Airflow	±10% of full scale	
Temperature	±0.5°C [±1.0°F]	
Humidity	±5% RH	
Fluid Pressure	±10 kPa [±1.5 psi]	0-1 kPa [1-150 psi]
“ “ differential	±250 Pa [±1.0" w.g.]	0-12.5 kPa [0-50" w.g.]

Controlled Systems:

1. A schematic diagram of each controlled system. The schematics shall have all control points/objects labeled and with point/object descriptive names shown or listed. The schematics shall graphically show and describe the location of all control elements in the system.
2. A schematic wiring diagram for each controlled system. Each schematic shall have all elements labeled. Where a control element is the same as that shown on the control system schematic, it shall be labeled with the same name. All terminals shall be labeled.
3. An instrumentation list for each controlled system. Each element of the controlled system shall be listed in table format. The table shall show element name, type of device, manufacturer, model number, and product data sheet number.
4. A mounting, wiring, and routing plan view drawing. The drawing shall be done in 1/4" scale. The design shall take into account HVAC, electrical and other systems' design and elevation requirements. The drawing shall show the specific location of all concrete pads and bases and any special wall bracing for panels to accommodate this work.
5. A complete description and explanation of the operation of the control system, including sequences of operation. The description shall include and reference a schematic diagram of the controlled system.
6. A point/object list for each system controller including inputs and outputs (I/O), point/object number, the controlled device associated with the I/O point/object, and the location of the I/O device. Software flag points/objects, alarm points/objects, etc.

Quantities of items submitted shall be reviewed, but are the responsibility of the Contractor.

A BACnet Protocol Implementation Conformance Statement (PICS) for each type of controller and Operator Workstation shall be included in the submittal. PICS to include for each product, as a minimum, a list of BACnet functional groups supported, BACnet services supported, BACnet data link options available and BACnet object provided.

Training Manuals

The Contractor shall provide a course outline and training manuals for all training classes at least six weeks prior to the first class. Training for newly installed and remodeled systems must take place at the facility where the new system(s) reside which will include a detailed description of sequence of operation and walk through and description of all system components. The City may modify any and all of the training course outline and training materials to meet the needs of the City. Review and approval by the City shall be completed at least three weeks prior to the first class.

Warranty

Warrant all work as follows:

1. Labor and material for the control system specified shall be warranted free from defects for a period of 12 months after final completion and acceptance. Control system failures during the warranty period shall be adjusted, repaired, or replaced at no additional cost or reduction in service to the City. The Contractor shall respond to the City's request for warranty service within 24 hours during normal business hours.
2. All work shall have a single warranty date, even when the City has received beneficial use to an early system start-up. If the work specified is split into multiple contracts or a multi-phase contract, then each contract or phase shall have a separate warranty start date and period.

3. At the end of the final start-up, testing, and commissioning phase, if equipment and systems are operating satisfactorily to the City, the City shall sign certificates certifying that the control system's operation has been tested and accepted in accordance with the terms of this specification. The date of the acceptance shall be the start of the warranty.
4. Operator workstation software, project-specific software, graphic software, database software, and firmware updates which resolve known software deficiencies as identified by the Contractor shall be provided at no charge during the warranty period. Any upgrades or functional enhancements associated with the above mentioned items also can be provided during the warranty period for an additional charge to the City by purchasing an in-warranty technical support agreement from the Contractor. Written authorization by the City must, however, be granted prior to the installation of any of the above-mentioned items.
5. Exception: The Contractor shall not be required to warrant reused devices, except for those that have been rebuilt and/or repaired. The Contractor shall warrant all installation labor and materials, however, and shall demonstrate that all reused devices are in operable condition at the time of Owner's acceptance.

Ownership of Proprietary Material

All project-developed software and documentation shall become the property of the City. These, include, but are not limited to:

1. Project graphic images
2. Record drawings
3. Project database
4. Project-specific application programming code
5. All documentation

Communication

1. All control products provided for this project shall comprise a BACnet internet work. Communication involving control components (i.e., all types of controllers and Operator Workstations) shall conform to ANSI/ASHRAE Standard 135-2001.
2. Each BACnet device shall operate on the BACnet Data Link/Physical layer protocol specified for that device as defined in this section.
3. All controllers shall have a communication port for connections with the Operator Workstations using the BACnet Data Link/Physical layer protocol.
4. A device on the internet work shall be provided with a 56k-baud modem that will allow for remote Operator Workstation using a BACnet PTP Data Link/Physical layer protocol. Remote Operator Workstation via this modem shall allow for communication with any and all controllers on this network.

Operator Workstation

1. Operator Workstation. Furnish one PC-based workstation as shown on the system drawings. Each of these workstations shall be able to access all information in the system. These workstations shall reside on the same Ethernet protocol network as the Building Controllers.
2. Existing Operator Workstation located at Public Works Facility office shall communicate with the entire control system using the City's existing Wide Area Network. The City shall furnish the appropriate static IP addresses for the new system's BACnet Broadcast Management Device.

System Software

1. Operating System. Furnish a concurrent multi-tasking operating system. The operating system also shall support the use of other common software applications that operate under Microsoft Windows. Examples include Lotus 123, Microsoft Excel, Microsoft Word, and Microsoft Access. Acceptable operating systems are Windows XP and Windows NT.
2. System Graphics. The operator workstation software shall be a graphical user interface (GUI). The system shall allow display of up to 10 dynamic and animated graphic screens at once for comparison and monitoring of system status. Provide a method for the operator to easily move between graphic displays and change the size and location of graphic displays on the screen. The system graphics shall be able to be modified while on-line. An operator with the proper password level shall be able to add, delete, change dynamic objects on a graphic. Dynamic objects shall include analog and binary values, dynamic text, static text, and animation files. Graphics shall have the ability to show animation by shifting image files based on the status of the object.

System Applications

1. On-line Help. Provide a context-sensitive, on-line help system to assist the operator in operating and editing the system. On-line help shall be available for all applications and shall provide the relevant data for that particular screen. Additional help information shall be available through the use of hypertext.
2. Security. Each operator shall be required to log on to the system with a user name and password in order to view, edit, add, or delete data. System security shall be selectable for each operator. The system supervisor shall have the ability to set passwords and security levels for all other operators. Each operator password shall be able to restrict the functions accessible to viewing and/or changing each system application.
3. System Diagnostics. The system shall automatically monitor the operation of all workstations, printers, modems, network connections, building management panels, and controllers.
4. Alarm Processing. Any object in the system shall be configurable to alarm in and out of normal state. The operator shall be able to configure the alarm limits, alarm limit differentials, states, and reactions for each object in the system.
5. Alarm Messages. Alarm messages shall use the English language descriptor for the object in alarm, in such a way that the operator will be able to recognize the source, location, and nature of the alarm without relying upon acronyms or other mnemonics.
6. Alarm Reactions. The operator shall be able to determine (by object) what if any actions are to be taken during an alarm. Actions shall include logging, printing, starting programs, displaying messages, dialing out to remote stations, paging, providing audible annunciation.
7. Trend Logs. The operator shall be able to define a custom trend log for any data object in the system. This definition shall include change-of-value digital, change-of-value analog, time interval, start time, and stop time. Trend data shall be sampled and stored on the Building Controller panel, and be archivalable on the hard disk and be retrievable for use in spreadsheets and standard database programs.

System Security

1. User access shall be secured using individual security passwords and user names.
2. Passwords shall restrict the user to the objects, applications, and system functions as assigned by the system manager.
3. User Log On/Log Off attempts shall be recorded.

Scheduling

Provide the capability to schedule each object or group of object in the system. Each schedule shall consist of the following:

1. Weekly Schedule. Provide separate schedules for each day of the week. Each of these schedules should include the capability for start, stop and optimal start. Each schedule may consist of up to 10 events. When a group of objects are scheduled together, provide the capability to adjust the start and stop times for each member.
2. Holiday Schedules. Provide the capability for the operator to define up to 99 special or holiday schedules. These schedules may be placed on the scheduling calendar and will be repeated each year. The operator shall be able to define the length of each holiday period.
3. Alarm Reporting. The operator shall be able to determine the action to be taken in the event of an alarm. Alarms shall be routed to the appropriate workstations based on time and other conditions.
4. Remote Communication. The system shall have the ability to dial out in the event of an alarm using BACnet Point-To-Point at a minimum of 56K baud. Receivers shall be BACnet workstations.
5. Maintenance Management. The system shall monitor equipment status and generate maintenance messages based upon user-designated run-time, starts, and/or calendar date limits.
6. Sequencing. Provide application software to properly sequence the start and stop of chillers, boilers, and pumps to minimize energy usage in the facility.
7. PID Control. A PID (proportional-integral-derivative) algorithm with direct or reverse action and anti-windup shall be supplied. The algorithm shall calculate a time-varying analog value that is used to position an output or stage a series of outputs. The controlled variable, setpoint, and PID gains shall be user-selectable.
8. Staggered Start. This application shall prevent all controlled equipment from simultaneously restarting after a power outage.
9. Energy Calculations. Provide software to allow instantaneous power (e.g., kW) or flow rates (e.g., L/s [GPM]) to be accumulated and converted to energy usage data. Provide an algorithm that calculates a sliding-window kW demand value.
10. Anti-Short Cycling. All binary output objects shall be protected from short cycling. This feature shall allow minimum on-time and off-time to be selected.
11. On/Off Control with Differential. Provide an algorithm that allows a binary output to be cycled based on a controlled variable and set point. The algorithm shall be direct-acting or reverse-acting, and incorporate an adjustable differential.
12. Run-time Totalization. Provide software to totalize run-times for all binary input objects. A high run-time alarm shall be assigned, if required, by the operator.
13. Building Scheduling. Program must have the ability to address multiple schedules simultaneously with the ability to program these multi-functional schedules months ahead of time.

Proposal Questionnaire

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

I Conformity to Desired Specifications

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

Yes No

If No, Explain

2. Will you provide a Delta BACnet Control System

Yes No

If No, Explain

II Cost

3. Provide a detailed price schedule for projects (attach to proposal)

4. Completion time ARO

a. 525 building 6-8 WEEKS

b. Tempe Performing Arts Center 6-8 WEEKS

III Warranty and Service

5. What warranty will apply to projects

TWO YEAR WARRANTY ON PARTS & LABOR

6. Do you provide service and support of systems

Yes X No _____

If No, Explain

7. Do you stock repair parts locally

Yes X No _____

8. Address of your "local" facility

2465 W. 12TH ST, S-6
TEMPE, AZ, 85281

9. Will you provide both initial and ongoing training to City of Tempe staff?

Yes X No _____

Give details of training to be provided (attach sheet if necessary)

FREE MONTHLY TRAINING CLASSES @ OUR
TEMPE OFFICE

IV References and Stability of Firm

10. How long has your firm been in business?

7 years

11. List experience (and years of experience) of staff to be utilized on projects. (Attach pages if necessary)

<u>William B. Towett</u>	<u>IN</u>	<u>EMS CONTROL</u>	<u>SINCE</u>	<u>1985</u>	<u>(OWNER)</u>
<u>Michael L. Hendy</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>1990</u>	<u>(OWNER)</u>
<u>Tony Myers</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>1997</u>	<u>(SERVICE MGR.)</u>
<u>Tom Moran</u>	<u>"</u>	<u>"</u>	<u>"</u>	<u>1985</u>	<u>(OPS MGR.)</u>

12. List three references for whom you have provided a similar service

Name	Contact	Phone
CITY OF FLAGSTAFF	BRIAN CROOK	928-773-4192
CITY OF TEMPE	MIKE MARTIN	480-250-5129
PRESCOTT SCHOOL DISTRICT	JAY COLLIER	928-445-2515

V Overall response to RFP

Proposer's grasp of Project, soundness of approach, time schedule for implementation

1. Will your firm require the City to sign any special contract agreements?

Yes _____ No X

If yes, include a sample with the submittal.

2. Does your firm agree to be bound by all terms and conditions of the RFP?

Yes X No _____

If no, please explain

Proposal Checklist For Submittals

- One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- Four (4) copies of proposal response.
- Proposal questionnaire has been completed and included.
- Price Information completed and included.
- Documentation of required walk through.
- Any addendum(s) have been included.

Evaluation

An evaluation committee composed of Facility Services and Procurement staff will review the proposal responses and score them according to the criteria below. After Proposals have been evaluated, the committee may require representatives of one or more proposes to appear before the committee to make a final evaluation. Site visits by committee members may also be performed prior to final evaluation.

Award Criteria	Weight	x	Rating	=	Value
I Conformity to Desired Specifications	5	x	_____	=	_____
II Cost	5	x	_____	=	_____
III Warranty and Service	5	x	_____	=	_____
IV References and Stability of Firm	4	x	_____	=	_____
V Overall response to RFP	3	x	_____	=	_____
			Total	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

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

Company Name: ARIZONA CONTROL SPECIALISTS, LLC.
PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	EXTENDED PRICE
Group 1				
1.	525 Building Total cost to provide system – including delivery, installation and training	1	Ea	\$ <u>69,100.00</u> + TAX (SEE ATTACHED QUOTE)
2.	Tempe Performing Arts Center Total cost to provide system – including delivery, installation and training	1	Ea	\$ <u>56,400.00</u> + TAX (SEE ATTACHED QUOTE)
			Total Group 1	\$ <u>125,500.00</u> + TAX

Group 2

3.	Hourly rate – Standard	1	Hr	\$ <u>75.00</u>
4.	Hourly rate – Technician	1	Hr	\$ <u>125.00</u>
5.	Overtime rate – Standard	1	Hr	\$ <u>112.50</u>
6.	Overtime rate – Technician	1	Hr	\$ <u>187.50</u>
			Total Group 2	\$ <u>500.00</u>

Supplemental Information

- | | | |
|----|--|---|
| 7. | Minimum charge on emergency callout | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 8. | Hours charged on emergency callout – if applicable | <u>4</u> Hrs |
| 9. | Discount off list prices for parts | MULTIPLIER IS <u>.45</u> % OFF LIST |

* Applicable Tax 8.1 %

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

Less prompt payments discount terms of 2 % 10 days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

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

Invoices shall include:

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

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

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

Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

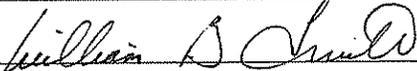
(H/RFP3-2002)

Documentation of City of Tempe Walk thru
08-138 Energy Management System Installation and Maintenance

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

Company: ARIZONA CONTROL SPECIALISTS, INC.

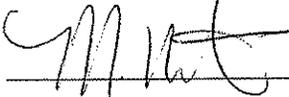
Printed Name: WILLIAM B. TRUETT

Representative Signature: 

Date of Tour: 4-1-08

City of Tempe

Printed Name: Mike Martin

Signature: 

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

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Arizona Control Specialists, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 2465 W. 12th Street #6	Requester's name and address (optional)
City, state, and ZIP code Tempe, Arizona 85281	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
8	6	1	0	1	6	7	2	0

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien):

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person



Date

10-9-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
 2. The United States or any of its agencies or instrumentalities.
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation.
 7. A foreign central bank of issue.
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
 9. A futures commission merchant registered with the Commodity Futures Trading Commission.
 10. A real estate investment trust.
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
 12. A common trust fund operated by a bank under section 584(a).
 13. A financial institution.
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 6
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorney's fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-828-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the person representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Notes. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 08-138

and is Addendum No. | 1

Procurement Description: | Energy Management System – Installation & Maintenance

Changes should be made as follows:

Bid due date has been changed to Tuesday, April 1, 2008 @ 3:00 pm, Local Time.

Delete:

Interested vendors must provide a Delta Control System complete with required controllers, sensors, relays, automatic valve interfaces, conduit, wiring, etc. and have proper staffing to provide routine and emergency service on all Citywide Delta systems.

Add:

The City of Tempe prefers a Delta Control System, however, other systems will be evaluated. Interested vendors must provide a complete system with required controllers, sensors, relays, automatic valve interfaces, conduit, wiring, etc. and have proper staffing to provide routine and emergency service on systems.

Indicate what systems your technicians can service:

DELTA CONTROLS

Add:

Contract Award

The City reserves the right to make multiple awards and/or to award a contract by individual line items, groups of line items, or aggregate award. Bidders are not required to bid all items in order to be considered for award.

Clarification

Question

- 1) Are we to exclude Valves & Actuators on both sites?
- 2) If we are to include Valves & Actuators do you want us to include Mechanical installation and insulation?
- 3) If we are to include #2, do you have mechanical drawings for the "Performing Arts Center" so we can accurately size the valves for the units? (Typically a unit schedule for unit Gallons Per Minutes and Pressures?)

Answer

Please include valves and actuators for both sites as well as installation and insulation. As for the drawings; our engineering department can be reached at: 480-858-2140.

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

ARIZONA CONTROL SPECIALISTS, INC.
NAME OF COMPANY

2465 W. 12TH ST., S-6
ADDRESS (or PO Box)

TEMPE AZ 85281
CITY STATE ZIP

William B. TRJETT, PRESIDENT
BY NAME (please print) TITLE

480-829-9421
TELEPHONE


AUTHORIZED SIGNATURE



Attn: City of Tempe

April 1, 2008

Re: Performing Arts Building
Energy Management System (EMS) Pricing

We are pleased to provide you with the following EMS pricing:

EMS Base Bid Price: _____ \$ 56,400.00 + Tax

Add to base bid for installation of new automatic control valves: _____ \$ 15,180.00 + Tax

Base Bid Inclusions:

1. Provide, install, wire and program all necessary Delta Controls BACnet EMS controllers, temperature sensors, control relays, etc., for control of equipment as shown on attached EMS drawings for a fully functional extension to the existing city Delta Controls EMS.
2. Provide and install all necessary plenum wiring, conduit and control wiring as required.
3. Provide engineering, startup, and onsite owner training as required.
4. Two year warranty on parts and labor

Base Bid Exclusions:

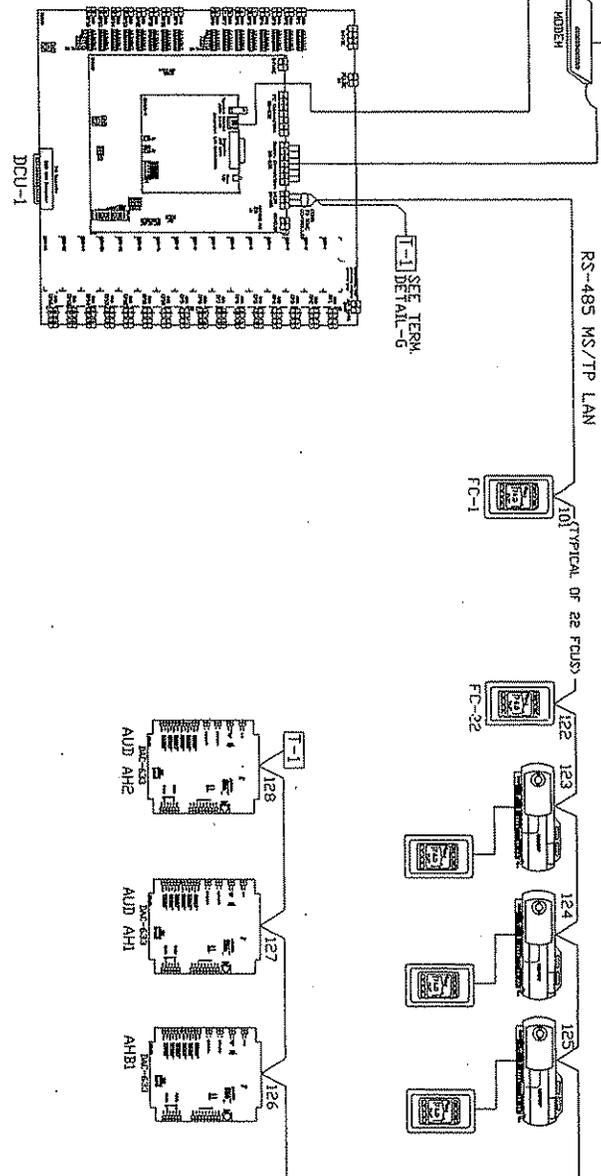
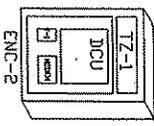
1. VFD's (existing)
2. Motor Starters/Contactors (existing)
3. Automatic Dampers (existing)
4. Smoke/ Fire Dampers and wiring (existing)
5. Duct Smoke Detectors, wiring, fire alarm interface and/or testing (existing)
6. Bond cost and / or applicable taxes if any

Thank you for allowing us to provide pricing for this job. Should you have any questions please contact us at the office.

Sincerely,
Arizona Control Specialists, Inc.

A handwritten signature in black ink, appearing to read "Bill Truett".

Bill Truett
President
WBT/wbt



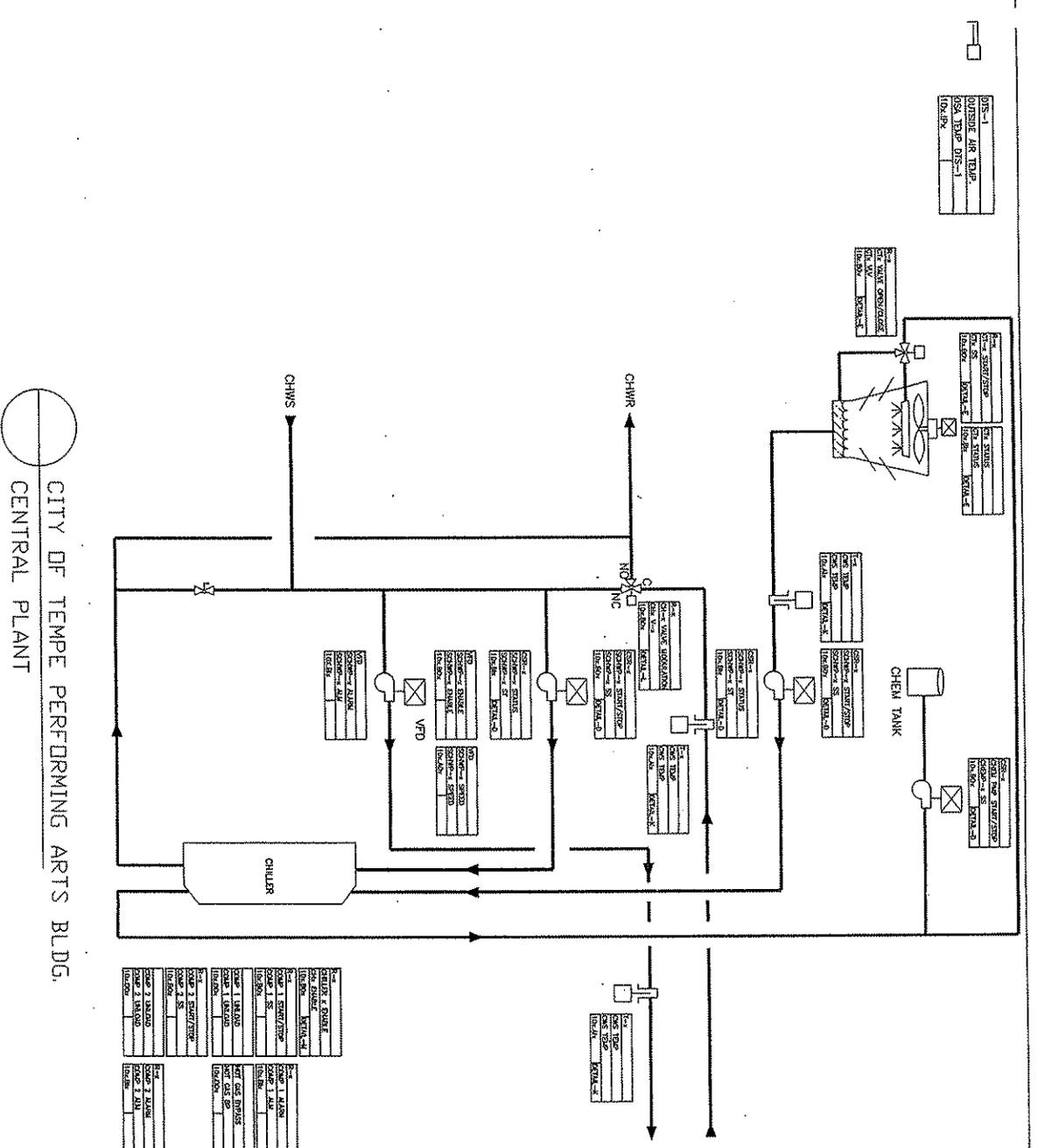
CITY OF TEMPE PERFORMING ARTS BLDG.
RISER DIAGRAM

Arizona Control Specialists, Inc.

DELTA LIGHTING

DELTA CONTROLS

PROJECT	Performing Arts Bldg	DRAWING TITLE	Riser Diagram
DATE	10/1/01	DATE	10/1/01
DESIGNER	SCS	DESIGNED BY	SCS
SCALE	AS SHOWN	SCALE	AS SHOWN
REVISIONS	REV #	DATE	BY
1			




 CITY OF TEMPE PERFORMING ARTS BLDG.
 CENTRAL PLANT

ROOM 1.1	CHILLER	100000	100000
ROOM 1.2	PUMP	100000	100000
ROOM 1.3	VALVE	100000	100000
ROOM 1.4	PUMP	100000	100000
ROOM 1.5	VALVE	100000	100000
ROOM 1.6	PUMP	100000	100000
ROOM 1.7	VALVE	100000	100000
ROOM 1.8	PUMP	100000	100000
ROOM 1.9	VALVE	100000	100000
ROOM 1.10	PUMP	100000	100000
ROOM 1.11	VALVE	100000	100000
ROOM 1.12	PUMP	100000	100000
ROOM 1.13	VALVE	100000	100000
ROOM 1.14	PUMP	100000	100000
ROOM 1.15	VALVE	100000	100000
ROOM 1.16	PUMP	100000	100000
ROOM 1.17	VALVE	100000	100000
ROOM 1.18	PUMP	100000	100000
ROOM 1.19	VALVE	100000	100000
ROOM 1.20	PUMP	100000	100000
ROOM 1.21	VALVE	100000	100000
ROOM 1.22	PUMP	100000	100000
ROOM 1.23	VALVE	100000	100000
ROOM 1.24	PUMP	100000	100000
ROOM 1.25	VALVE	100000	100000



HVAC ACCESS LIGHTING



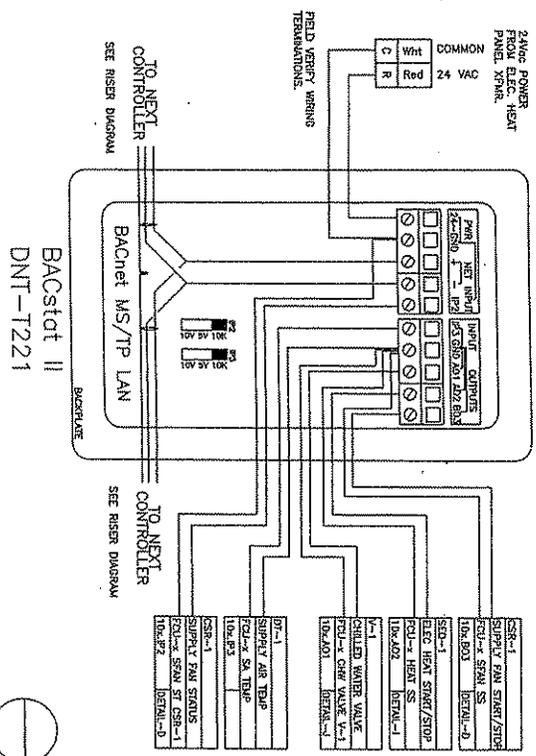
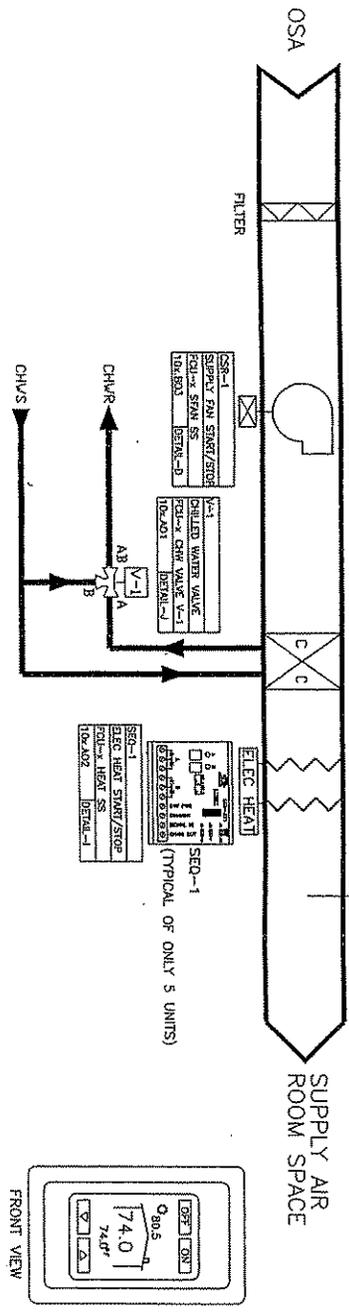
Delta CONTROL

Arizona Control Specialists, Inc.

Project Name	Performing Arts Bldg.		Revision	Central Plant Diagram	
Job #	100000		Rev #	1	
Drawn By	SALES ENG	Submittal Date	Rev #	1	
Checked By	SALES ENG	Submittal Date	Rev #	1	
Author	SALES ENG	Submittal Date	Rev #	1	
Project Manager	SALES ENG	Submittal Date	Rev #	1	
Client	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Location	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Description	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Budget	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Status	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Date	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Contact	CITY OF TEMPE	Submittal Date	Rev #	1	
Project Notes	CITY OF TEMPE	Submittal Date	Rev #	1	

CSR-1	SUPPLY FAN STATUS
COL-X	SEAL ST CSR-1
10K-8P2	RETAIN-D

RT-1	SUPPLY AIR TEMP
COL-X	SA TEMP
10K-8P3	RETAIN-1



BACstat II
DNT-T221

CITY OF TEMPE PERFORMIN ARTS BLDG.
TYPICAL OF 27 FAN COIL UNITS

BILL OF MATERIAL			
DEVICE	PART NO	QTY	MANUF
DNT-T221	DNT-T221	27	DELTA
CSR-1	411000	27	DELTA
SSO-1	10S-221	5	KEEF

UNIT	POSITION	21	VALUE
------	----------	----	-------

SEQUENCE OF OPERATION

FAN COIL UNIT

The fan coil unit will be started and stopped through the energy management system based on a user adjustable time schedule.

In the occupied mode, the fan will operate continuously and the chilled water valve will modulate in sequence with the electric heat to maintain the room temperature setpoint.

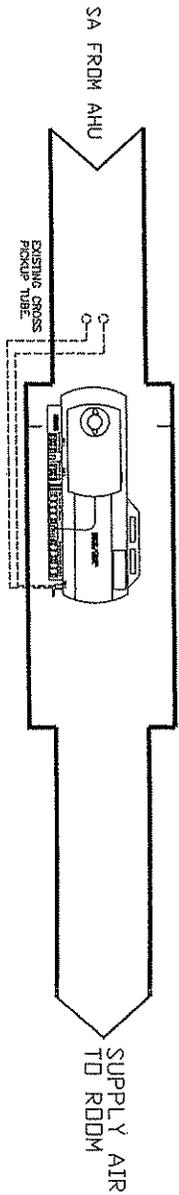
In the unoccupied mode, the fan will cycle to maintain the unoccupied heating and cooling setpoints.

Arizona Control Specialists, Inc.

DELTA

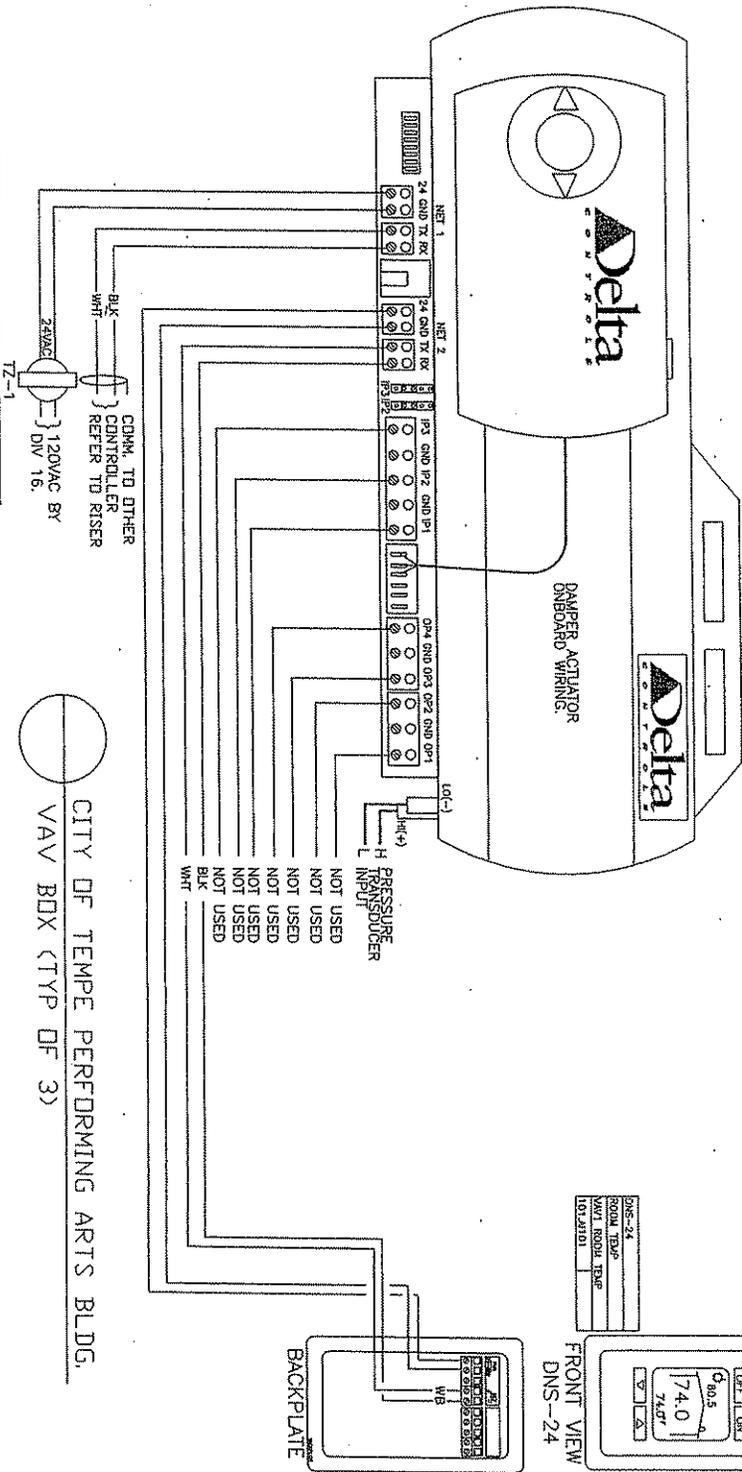
Project: Performing Arts Bldg
 HVAC ACCESS LIGHTING
 DMC #1: Fan Coil Units
 DMC #2: Lighting

ENGR	SALES ENGR	SUBMITTAL DATE	REV #	CONDUCT	REV DATE	DMC #
------	------------	----------------	-------	---------	----------	-------



TYPICAL VAV UNIT

NOTE: SEE RISER DIAGRAM ON DWG #1 FOR VAV ADDRESSING.



BILL OF MATERIAL

DESCR	PART NO	QTY	MANUF	DESCRIPTION
0K-3364K	0K-3364K	3	DELTA	DELTA VAV CONTROLLER
0K-24	0K-24	3	DELTA	DELTA NETWORK SENSOR
TZ-1	440001	3	DELTA	DELTA 120-24VAC 400V 1-HUB

SEQUENCE OF OPERATION

VAV UNIT CONTROL

The space temperature will be maintained by modulating the volume of supply air.

Arizona Control Specialists, Inc.

Delta CONTROLS

ACCESS LIGHTING

PROJECT: Performing Arts Bldg.

ISSUE: 01/15/14

DATE: 01/15/14

BY: [Signature]

REV: 1

DATE: 01/15/14

BY: [Signature]

REV: 2

DATE: 01/15/14

BY: [Signature]

REV: 3

DATE: 01/15/14

BY: [Signature]

REV: 4

DATE: 01/15/14

BY: [Signature]

REV: 5

DATE: 01/15/14

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REV: 6

DATE: 01/15/14

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REV: 7

DATE: 01/15/14

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REV: 8

DATE: 01/15/14

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REV: 98

DATE: 01/15/14

BY: [Signature]

REV: 99

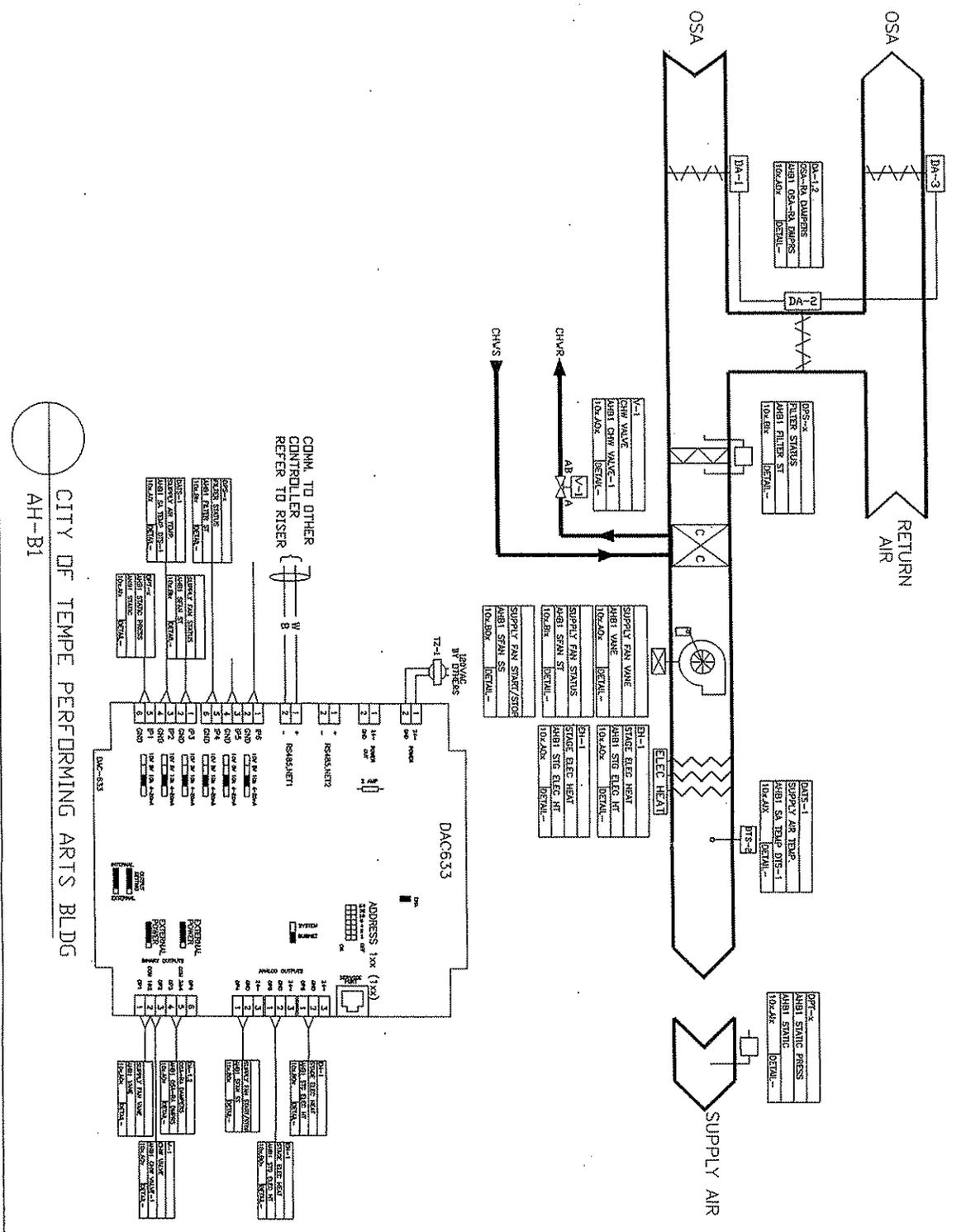
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BY: [Signature]

REV: 100

DATE: 01/15/14

BY: [Signature]



CITY OF TEMPE PERFORMING ARTS BLDG
AH-B1

Arizona Control Specialists, Inc.

DELTA LIGHTING

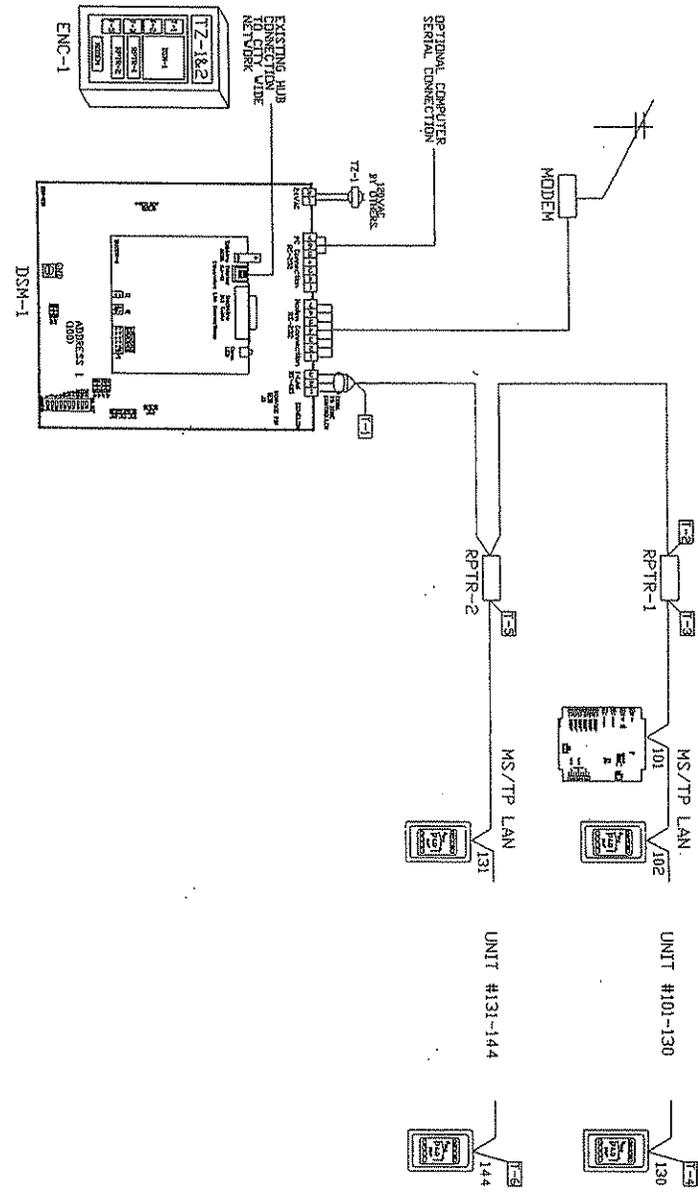
DELTA HVAC ACCESS CONTROLS

PROJECT NAME	PERFORMING ARTS BLDG	ISSUANCE	AH-B1
JOB #	0000000000	DATE	08/11/2010
ENGR	SALES ENR	SUBMITTAL DATE	REV #
MLH		0	Budget

DATE	REV	BY	DESCRIPTION
08/11/2010	1	MLH	ISSUANCE
	2		
	3		
	4		
	5		

BILL OF MATERIAL

DEVICE	PART NO	QTY	MANUF	DESCRIPTION
DSM-1	DSM-050	1	DELTA	DELTA SYSTEM W/ASSER
RPTR-1-2	RPTR	2	DELTA	REPEATER
T-1-6	TRM-758	6	DELTA	RS-485 LAN TERMINATOR
TZ-1&2	PSH40075A	1	FUNC DEV	120/24VAC 42R/75VA FS
ENC-1	HR33603	1	FUNC DEV	NETAI ENCL W/ PLATE 24x12x6
MODER	HR 33.6	1	COM	SPONSITER 33.6 PARADISE
MODER	CR6931-2	1	DELTA	MODER CABLE



CITY OF TEMPE BUILDING 525
RISER DIAGRAM

Arizona Control Specialists, Inc.

DELTA LIGHTING

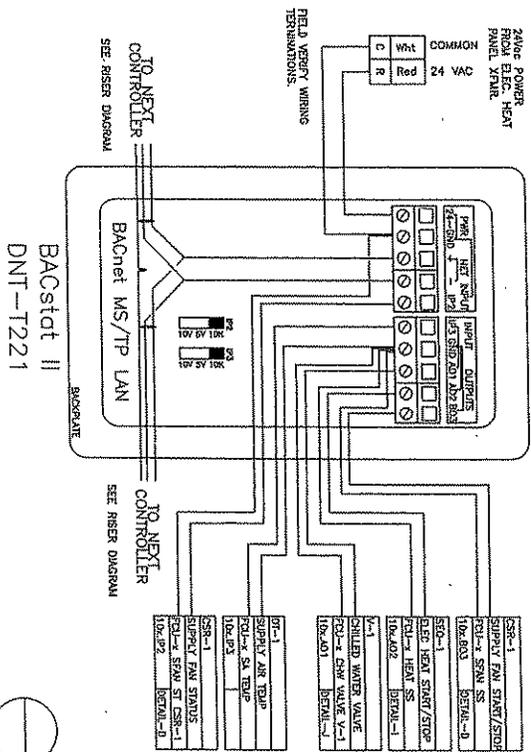
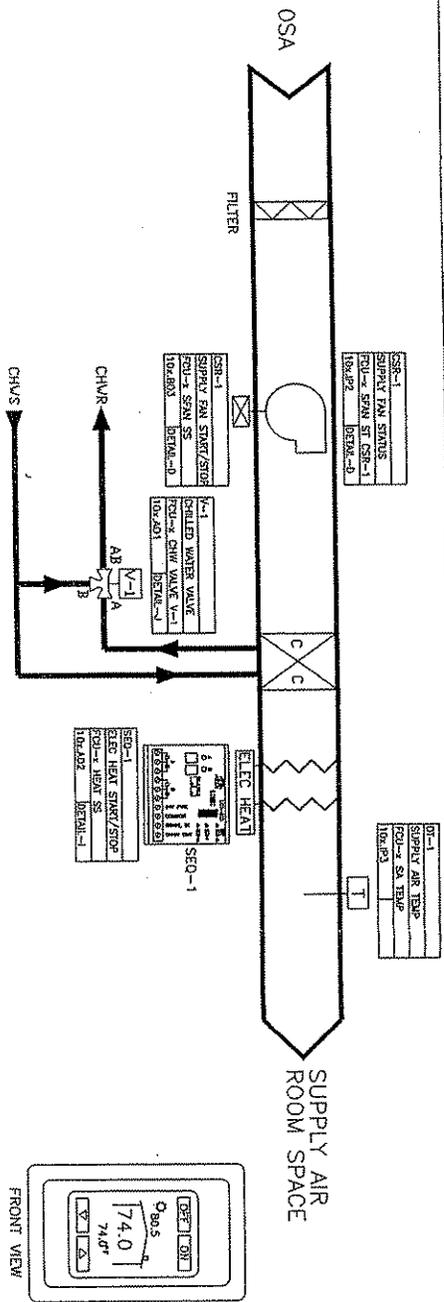
DELTA

Project Bldg 525

Job # _____

DATE SALES ENG SUBMITTAL DATE REV # COMMENT REV DATE BNG #

0 Budget 1



CITY OF TEMPE BUILDING 525
TYPICAL OF 44 FAN COIL UNITS

DEVICE	PART NO	QTY	MANUF	DESCRIPTION
DT-1	DT-1	1	DELTA	SUPPLY AIR TEMP
CSR-1	CSR-1	1	DELTA	SUPPLY FAN STATUS
CSR-1	CSR-1	1	DELTA	CHILLED WATER VALVE
CSR-1	CSR-1	1	DELTA	CHILLED WATER SUPPLY

SEQUENCE OF OPERATION

FAN COIL UNIT

The fan coil unit will be started and stopped through the energy management system based on a user adjustable time schedule.

In the occupied mode, the fan will operate continuously and the chilled water valve will modulate in sequence with the electric heat to maintain the room temperature setpoint.

In the unoccupied mode, the fan will cycle to maintain the unoccupied heating and cooling setpoints.

Arizona Control Specialists, Inc.

Delta

Product Bldg 525

Job #

Drawn: Fan Coil Units

Checked: PLE

Rev 1

Rev 2

Rev 3

Rev 4

Rev 5

Rev 6

Rev 7

Rev 8

Rev 9

Rev 10

Rev 11

Rev 12

Rev 13

Rev 14

Rev 15

Rev 16

Rev 17

Rev 18

Rev 19

Rev 20

Rev 21

Rev 22

Rev 23

Rev 24

Rev 25

Rev 26

Rev 27

Rev 28

Rev 29

Rev 30

Rev 31

Rev 32

Rev 33

Rev 34

Rev 35

Rev 36

Rev 37

Rev 38

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Rev 40

Rev 41

Rev 42

Rev 43

Rev 44

Rev 45

Rev 46

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Rev 57

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Rev 71

Rev 72

Rev 73

Rev 74

Rev 75

Rev 76

Rev 77

Rev 78

Rev 79

Rev 80

Rev 81

Rev 82

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Rev 84

Rev 85

Rev 86

Rev 87

Rev 88

Rev 89

Rev 90

Rev 91

Rev 92

Rev 93

Rev 94

Rev 95

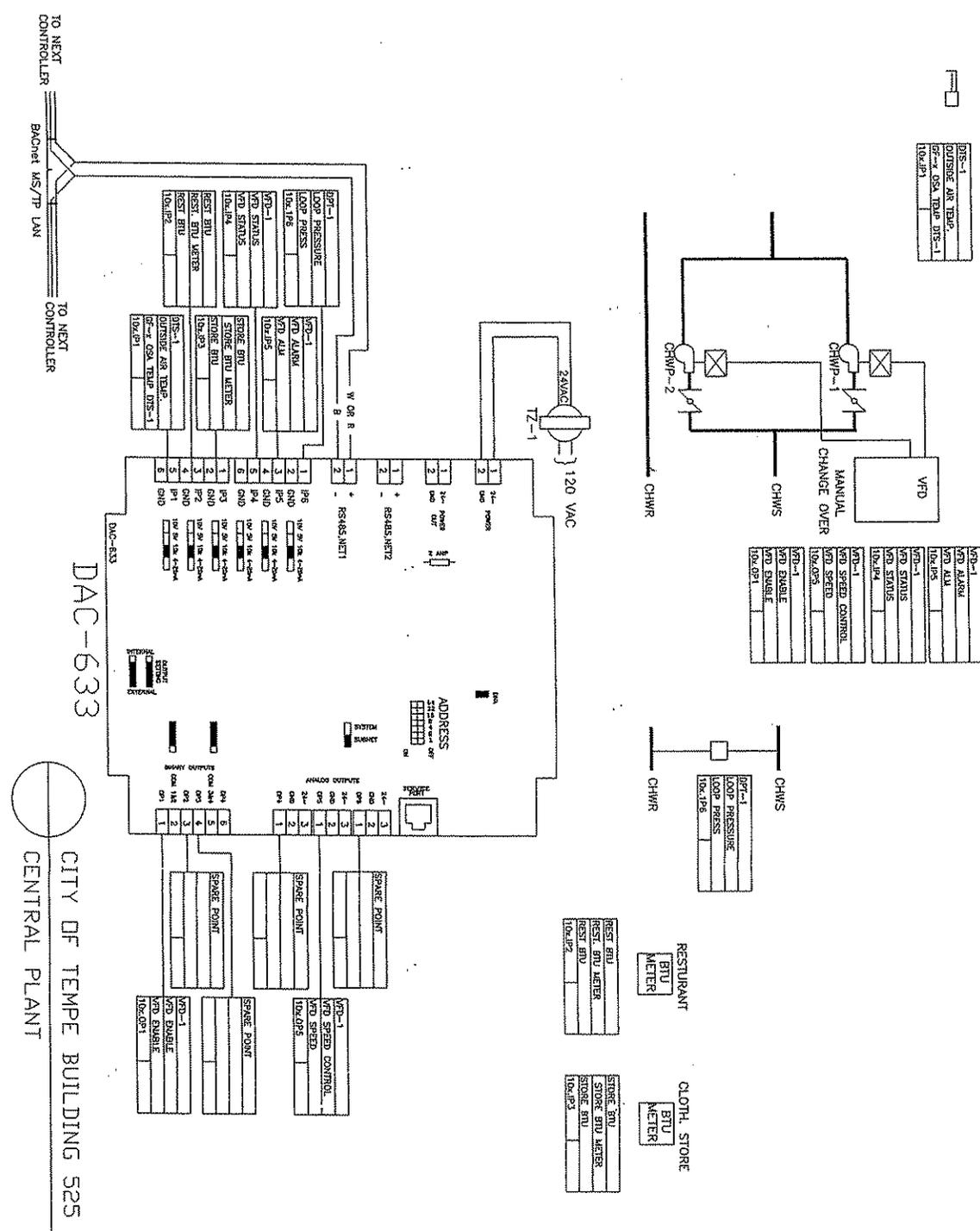
Rev 96

Rev 97

Rev 98

Rev 99

Rev 100



SEQUENCE OF OPERATION

CENTRAL PLANT

The central plant includes (2) chilled water pumps.

The chillers will operate via their own factory provided microprocessor-based controls. The chiller plant shall start in response to the user adjustable time of day schedule, night setback, timed override operation of the fan-coil unit or any VAV unit.

Upon a call for cooling, the lead chilled water pump shall start. The lead pump shall be changed to equalize running turns.

Upon failure of the lead chilled water pump, the lag pump shall start and an alarm will be sent to the energy management computer workstation (EMSWs).

The outside air temperature shall be monitored by the energy management system.

BTU meters will log and report usage to the EMSWS.

Arizona Control Specialists, Inc.

Delta

Project: Bldg 525
 HVAC ACCESS LIGHTING
 Revision: 0
 Date: 0

DATE	DESCRIPTION	BY	DATE
0	0	0	0

Approved: _____
 Title: _____
 Name: _____
 Date: _____

DATE	DESCRIPTION	BY	DATE
0	0	0	0



Attn: City of Tempe

April 1, 2008

Re: City of Tempe 525 Building
Energy Management System (EMS) Pricing

We are pleased to provide you with the following EMS pricing:

EMS Base Bid Price: _____ \$ 69,100.00 + Tax

Add to base bid for installation of new automatic control valves: _____ \$ 9,660.00 + Tax

Base Bid Inclusions:

1. Provide, install, wire and program all necessary Delta Controls BACnet EMS controllers, temperature sensors, control relays, etc., for control of equipment as shown on attached EMS drawings for a fully functional extension to the existing city Delta Controls EMS.
2. Provide and install all necessary plenum wiring, conduit and control wiring as required.
3. Provide engineering, startup, and onsite owner training as required.
4. Two year warranty on parts and labor

Base Bid Exclusions:

1. VFD's (existing)
2. Motor Starters/Contactors (existing)
3. Automatic Dampers (existing)
4. Smoke/ Fire Dampers and wiring (existing)
5. Duct Smoke Detectors, wiring, fire alarm interface and/or testing (existing)
6. Bond cost and / or applicable taxes if any

Thank you for allowing us to provide pricing for this job. Should you have any questions please contact us at the office.

Sincerely,
Arizona Control Specialists, Inc.

A handwritten signature in black ink, appearing to read "Bill Truett", written in a cursive style.

Bill Truett
President
WBT/wbt

PERFART	ADJUST	1	AP		
PERFART	AH-LOAD	1	AP		
PERFART	AUD-VPOS	1	AP		
PERFART	AUD-SET	1	AP		
PERFART	AUD-TEMP	1	LP		
PERFART	AUD-AVG	1	AP		
PERFART	THA-AVG	1	AP		
PERFART	VID-OFCE	1	SS	1	1
PERFART	VID-STOR	1	SS	1	2
PERFART	OFCE-TMP	1	LP	1	5
PERFART	STOR-TMP	1	LP	1	6
PERFART	OFCE-SET	1	AP	1	9
PERFART	STOR-SET	1	AP	1	10
PERFART	UPS-FAN	1	SS	2	1
PERFART	BASE HAL	1	SS	2	2
PERFART	UPS-TEMP	1	LP	2	5
PERFART	HALL.TMP	1	LP	2	6
PERFART	UPS-SET	1	AP	2	9
PERFART	HALL.SET	1	AP	2	10
PERFART	UPS-VPOS	1	AP	2	17
PERFART	HAL.VPOS	1	AP	2	18
PERFART	RM-B FAN	1	SS	3	1
PERFART	STRG FAN	1	SS	3	2
PERFART	RM-B	1	LP	3	5
PERFART	STRG TMP	1	LP	3	6
PERFART	RM-B SEN	1	AI	3	7
PERFART	RM-B SET	1	AP	3	9
PERFART	STRG SET	1	AP	3	10
PERFART	RM-BVPOS	1	AP	3	17
PERFART	STR-VPOS	1	AP	3	18
PERFART	RM-A FAN	1	SS	4	1
PERFART	GRN-FAN	1	SS	4	2
PERFART	GRN-TEMP	1	LP	4	6
PERFART	RM-A SEN	1	AI	4	7
PERFART	RM-A SET	1	AP	4	9
PERFART	GRN-SET	1	AP	4	10
PERFART	RM-AVPOS	1	AP	4	17
PERFART	GRN-VPOS	1	AP	4	18
PERFART	E-ENTRAN	1	SS	5	1
PERFART	BOX-OFCE	1	SS	5	2
PERFART	E-EN TMP	1	LP	5	5
PERFART	BOX-SEN	1	AI	5	8
PERFART	E-EN SET	1	AP	5	9
PERFART	BOX-SET	1	AP	5	10
PERFART	E-ENVPOS	1	AP	5	17
PERFART	BOX-VPOS	1	AP	5	18
PERFART	EAST-FAN	1	SS	6	1
PERFART	WEST-FAN	1	SS	6	2
PERFART	TMP.EAST	1	LP	6	5
PERFART	SEN.WEST	1	AI	6	8
PERFART	SET 124E	1	AP	6	9
PERFART	SET 124B	1	AP	6	10
PERFART	EASTVPOS	1	AP	6	17

PERFART	WESTVPOS	1	AP	6	18
PERFART	124 SET	1	AP	6	
PERFART	W-ENTRAN	1	SS	7	1
PERFART	CNTR-FAN	1	SS	7	2
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PERFART	TMP.CNTR	1	LP	7	6
PERFART	W-EN SET	1	AP	7	9
PERFART	SET CNTR	1	AP	7	10
PERFART	CNTR-HT	1	SS	7	12
PERFART	W-ENVPOS	1	AP	7	17
PERFART	CNT-VPOS	1	AP	7	18
PERFART	124STLP	1	LP	7	
PERFART	CREDIT-U	1	SS	8	1
PERFART	BATHROOM	1	SS	8	2
PERFART	BATH-TMP	1	LP	8	6
PERFART	CDT-SEN	1	AI	8	7
PERFART	CDT-SET	1	AP	8	9
PERFART	BATH-SET	1	AP	8	10
PERFART	BATHVPOS	1	AP	8	18
PERFART	CDT-VPOS	1	AP	8	19
PERFART	SHOP-FAN	1	SS	9	1
PERFART	HALL/DMS	1	SS	9	2
PERFART	HALL-TMP	1	LP	9	6
PERFART	SHOP-SEN	1	AI	9	7
PERFART	SHOP-SET	1	AP	9	9
PERFART	HALL-SET	1	AP	9	10
PERFART	SHOP-HT	1	SS	9	11
PERFART	SHOPVPOS	1	AP	9	17
PERFART	HAL-VPOS	1	AP	9	18
PERFART	BREAK-RM	1	SS	10	1
PERFART	W-OFFICE	1	SS	10	2
PERFART	BRK-TEMP	1	LP	10	5
PERFART	W-TEMP	1	LP	10	6
PERFART	BRK-SET	1	AP	10	9
PERFART	W-SET	1	AP	10	10
PERFART	BRK-HEAT	1	SS	10	11
PERFART	W-HEAT	1	SS	10	12
PERFART	BRK-VPOS	1	AP	10	17
PERFART	W-VPOS	1	AP	10	18
PERFART	OSADJ-10	1	LP	10	
PERFART	N-OFFICE	1	SS	11	1
PERFART	ELV-ENT	1	SS	11	2
PERFART	ELV-TEMP	1	LP	11	6
PERFART	N-SEN	1	AI	11	7
PERFART	N-SET	1	AP	11	9
PERFART	ELV-SET	1	AP	11	10
PERFART	N-HEAT	1	SS	11	11
PERFART	ELV-HEAT	1	SS	11	12
PERFART	N-VPOS	1	AP	11	17
PERFART	OSADJ-11	1	LP	11	
PERFART	CONTROL	1	SS	12	1
PERFART	BALCONY	1	SS	12	2
PERFART	CON-SEN	1	AI	12	7

PERFART	CON-SET	1	AP	12	9
PERFART	BAL-SET	1	AP	12	10
PERFART	CON-HEAT	1	SS	12	11
PERFART	BAL-HEAT	1	SS	12	12
PERFART	VLV-1	1	AO	13	1
PERFART	VLV-2	1	AO	13	2
PERFART	VLV-3	1	AO	13	5
PERFART	T-1	1	AI	13	7
PERFART	T-2	1	AI	13	8
PERFART	T-3	1	AI	13	11
PERFART	AUD-FAN'S	1	SS	13	17
PERFART	HEAT-1	1	SS	13	18
PERFART	AUDHSTG2	1	MC	13	
PERFART	VLV-4	1	AO	14	1
PERFART	VLV-5	1	AO	14	3
PERFART	HEAT-2	1	SS	14	6
PERFART	HEAT-3	1	SS	14	7
PERFART	HEAT-4	1	SS	14	8
PERFART	T-4	1	AI	14	11
PERFART	T-5	1	AI	14	12
PERFART	AUDHSTG1	1	MC	14	
PERFART	AH-B01	1	SS	15	1
PERFART	STATIC	1	LP	15	2
PERFART	AHBO1SET	1	AP	15	3
PERFART	SP-SET	1	AP	15	4
PERFART	FILTER	1	AL	15	5
PERFART	HEAT-5	1	SS	15	5
PERFART	SA-TEMP	1	LP	15	10
PERFART	AHLOADP	1	LP	15	12
PERFART	OSA-DMPR.	1	SS	15	14
PERFART	PUMPS	1	SS	16	1
PERFART	TOWERFAN	1	SS	16	2
PERFART	BPAS-VLV	1	AO	16	4
PERFART	TWR-SET	1	AP	16	5
PERFART	SECLITE	1	SS	16	6
PERFART	PRI-ALRM	1	AL	16	7
PERFART	CHILLER	1	SS	16	8
PERFART	TWR-TEMP	1	AI	16	9
PERFART	DEMAND	1	AI	16	10
PERFART	CHW-PRI	1	AI	16	13
PERFART	B-VLV	1	LP	16	14
PERFART	CHW-SET	1	AP	16	16
PERFART	COMP-1	1	SS	16	18
PERFART	OSATEMP	1	AI	16	19
PERFART	UNLOAD-1	1	SS	16	20
PERFART	COMP-2	1	SS	16	21
PERFART	UNLOAD-2	1	SS	16	22
PERFART	STAGE1-2	1	MC	16	23
PERFART	STAGE2-1	1	MC	16	24
PERFART	CHW-LOOP	1	LP	16	25
PERFART	CP1-ALRM	1	AL	16	27
PERFART	CP2-ALRM	1	AL	16	28
PERFART	SEC-ALRM	1	AL	16	29

AUD.

COOLING ROOM

5-FCW

PERFART	BLD-RTRN	1	AI	16	
PERFART	WEST-VAV	1	MC	17	1
PERFART	WEST-CFM	1	LP	17	4
PERFART	WEST-SET	1	AP	17	5
PERFART	WESTCSET	1	AP	17	6
PERFART	EAST-VAV	1	MC	18	1
PERFART	EAST-CFM	1	LP	18	4
PERFART	EAST-SET	1	AP	18	5
PERFART	EASTCSET	1	AP	18	6
PERFART	EDIT-VAV	1	MC	19	1
PERFART	EDIT-CFM	1	LP	19	4
PERFART	EDIT-SET	1	AP	19	5
PERFART	EDITCSET	1	AP	19	6
PERFART	COM-HEAT	1	SS	20	1
PERFART	COM-FAN	1	SS	20	2
PERFART	DX-MODE	1	SS	20	3
PERFART	COM-SENS	1	AI	20	5
PERFART	POWER	1	ST	20	7
PERFART	DUC-LOOP	1	LP	20	9
PERFART	COM-SET	1	AP	20	10
PERFART	COM-VPOS	1	AP	20	11
PERFART	LOOP-VLV	1	SS	21	1
PERFART	PA-DELTA	1	AI	21	2
PERFART	PA-RET	1	AI	21	3
PERFART	PA SUP	1	AI	21	4
PERFART	BLD-DLTA	1	AI	21	5
PERFART	BAL-TEMP	1	LP	21	6
PERFART	SPEED	1	AO	21	6
PERFART	SPEED-LP	1	LP	21	7
PERFART	BLD-SET	1	AP	21	8
PERFART	SWITCH	1	ST	21	

525 BLDG	FC01-FAN	UC	SS	1	1
525 BLDG	FC02-SET	UC	MC	2	8
525 BLDG	FC03-FAN	UC	SS	3	1
525 BLDG	FC03-SET	UC	AI	3	6
525 BLDG	FC03-OSA	UC	SS	3	15
525 BLDG	FC04-FAN	UC	SS	4	1
525 BLDG	FC04-SET	UC	AI	4	6
525 BLDG	FC05-SET	UC	AI	5	6
525 BLDG	FC06-SET	UC	AI	6	6
525 BLDG	FC07-FAN	UC	SS	7	1
525 BLDG	FC07-SET	UC	AI	7	6
525 BLDG	FC08-FAN	UC	SS	8	1
525 BLDG	FC08-SET	UC	AI	8	6
525 BLDG	FC09-FAN	UC	SS	9	1
525 BLDG	FC09-SET	UC	AI	9	6
525 BLDG	FC10-FAN	UC	SS	10	1
525 BLDG	FC10-SET	UC	MC	10	8
525 BLDG	BREAK-FN	UC	SS	11	1
525 BLDG	FC11-IWS	UC	MC	11	11
525 BLDG	N-OFFOFN	UC	SS	12	1
525 BLDG	FC12-IWS	UC	MC	12	11
525 BLDG	FC12-OSA	UC	SS	12	15
525 BLDG	NE-OF-FN	UC	SS	13	1
525 BLDG	FC13-IWS	UC	MC	13	11
525 BLDG	EN-OF-FN	UC	SS	14	1
525 BLDG	FC14-IWS	UC	MC	14	11
525 BLDG	FBOWL-FN	UC	SS	15	1
525 BLDG	FC15-IWS	UC	MC	15	11
525 BLDG	ES-OF-FN	UC	SS	16	1
525 BLDG	FC16-IWS	UC	MC	16	11
525 BLDG	SE-OF-FN	UC	SS	17	1
525 BLDG	FC17-IWS	UC	MC	17	11
525 BLDG	FC17-OSA	UC	SS	17	15
525 BLDG	SW-OF-FN	UC	SS	18	1
525 BLDG	FC18-IWS	UC	MC	18	11
525 BLDG	S-OFF-FN	UC	SS	19	1
525 BLDG	FC19-IWS	UC	MC	19	11
525 BLDG	FC20-FAN	UC	SS	20	1
525 BLDG	FC20-IWS	UC	MC	20	11
525 BLDG	FC20-OSA	UC	SS	20	15
525 BLDG	FC21-FAN	UC	SS	21	1
525 BLDG	FC21-IWS	UC	MC	21	11
525 BLDG	FC21-OSA	UC	SS	21	15
525 BLDG	RECP-FAN	UC	SS	22	1
525 BLDG	FC22-IWS	UC	MC	22	11
525 BLDG	FC22-OSA	UC	SS	22	15
525 BLDG	N-CUB-FN	UC	SS	23	1
525 BLDG	FC23-IWS	UC	MC	23	11
525 BLDG	FC23-OSA	UC	SS	23	15
525 BLDG	CONF-FAN	UC	SS	24	1
525 BLDG	FC24-IWS	UC	MC	24	11
525 BLDG	VICS-FAN	UC	SS	25	1
525 BLDG	FC25-IWS	UC	MC	25	11

525 BLDG	S-CUB-FN	UC	SS	26	1
525 BLDG	FC26-IWS	UC	MC	26	11
525 BLDG	FC27-FAN	UC	SS	27	1
525 BLDG	SET-27	UC	MC	27	8
525 BLDG	FC27-IWS	UC	MC	27	11
525 BLDG	FC27-OSA	UC	SS	27	15
525 BLDG	FC29-FAN	UC	SS	29	1
525 BLDG	FC29-SET	UC	MC	29	8
525 BLDG	FC30-FAN	UC	SS	30	1
525 BLDG	FC30-SET	UC	MC	30	8
525 BLDG	FC31-FAN	UC	SS	31	1
525 BLDG	FC31-SET	UC	MC	31	8
525 BLDG	FC32-FAN	UC	SS	32	1
525 BLDG	SET-32	UC	MC	32	8
525 BLDG	FC32-IWS	UC	MC	32	11
525 BLDG	FC33-FAN	UC	SS	33	1
525 BLDG	FC33-SET	UC	AI	33	6
525 BLDG	FC34-FAN	UC	SS	34	1
525 BLDG	FC34-SET	UC	AI	34	6
525 BLDG	FC35-FAN	UC	SS	35	1
525 BLDG	FC35-SET	UC	AI	35	6
525 BLDG	FC36-FAN	UC	SS	36	1
525 BLDG	FC36-SET	UC	AI	36	6
525 BLDG	FC37-FAN	UC	SS	37	1
525 BLDG	FC37-IWS	UC	MC	37	11
525 BLDG	OSA-TEMP	UC	AI	37	15
525 BLDG	N-MID-FN	UC	SS	38	1
525 BLDG	FC38-IWS	UC	MC	38	11
525 BLDG	S-MID-FN	UC	SS	39	1
525 BLDG	FC39-IWS	UC	MC	39	11
525 BLDG	W-OFF-FN	UC	SS	40	1
525 BLDG	FC40-IWS	UC	MC	40	11
525 BLDG	SET-44	UC	MC	44	8
525 BLDG	SET-45	UC	MC	45	8
525 BLDG	SET-46	UC	MC	46	8
525 BLDG	SET-47	UC	MC	47	8
525 BLDG	SET-48	UC	MC	48	8
525 BLDG	FC02-FAN	UC	SS	64	1