CONTRACT AMENDMENT

Solicitation No. Q13-04 Page 1 of 1

Description: Sports Complex Signage

Amendment No. Two (2) Date: 11/5/14

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 1/31/15.

The New Contract Term Is: 2/1/15 to 1/31/16

Price Adjustment approved - See attached Revised Price Sheet.

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

Signature	Date	Typed Name and Title	Company Name
	1/14/15	Mike Greco, Account Executive	bluemedia

Address	City	State	Zip Code
8920 S. McKemy St.	Tempe	AZ	85284

Attested By:

Rhonda Geriminsky, City Clerk

Director: John R. Sefton, Jr., Community Services Director

Department Rep: Chris Calcaterra, Sports Facilities Mgr

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

CC Number

ACON68012B
Contract Number

The above referenced Contract Amendment is hereby Executed

January 22, 2015, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
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ACON68012B

Q13-04, Sports Complex Signage
Price Sheet
Blue Media

			Original Contract		% Inc.	2015 Price Increase	
Stadium Signs - Includes removal of old sign and installation/application of the new sign.	Qty	Unit	Unit Price	Ext. Price		Unit Price	Ext. Price
A. Outfield Billboards							
1) 6.5' x 16' padded sign	20	Each	$566.00	$11,320.00	4.0%	$588.64	$11,772.80
2) 6.5' x 8' padded sign	2	Each	$302.00	$604.00	4.0%	$314.08	$628.16
B. Down the Line							
1) 2' x 16' (4 field pads, 2 per side of field)	4	Each	$203.25	$813.00	4.0%	$211.38	$845.52
C. Bull Pen							
1) 9' x 32'	4	Each	$1,718.25	$6,873.00	4.0%	$1,786.98	$7,147.92
D. Dugout Roofs						($1000 ea + 5% markup)	
1) 6' x 100'	2	Each	$974.00	$1,948.00		$1,050.00	$2,100.00
E. Sports Complex Logo (in the field tunnel)							
1) 5' x 12'	1	Each	$432.00	$432.00	4.0%	$449.28	$449.28
F. Dugout Facing							
1) 6.5" x 94'	2	Each	$312.00	$624.00	4.0%	$324.48	$648.96
G. Scoreboard Advertising Side-Panels (Panaflex)							
1) 12'2" x 12'11"	4	Each	$800.25	$3,201.00	4.0%	$832.26	$3,329.04
H. Lower Scoreboard Sign Panels							
1) 6.5" x 94'	2	Each	$552.00	$1,104.00	4.0%	$574.08	$1,148.16
I. 83rd Avenue Marquee Advertising Panels (Lexan)							
1) 3'x10'	4	Each	$396.75	$1,587.00	4.0%	$412.62	$1,650.48
J. Home Plate Signage (2 field pads, 1 per side of home plate)							
1) 2' x 8'	2	Each	$104.00	$208.00	4.0%	$108.16	$216.32
K. Team Scoreboard Logos							
1) 8' Diameter (2 in front 2 in back)	4	Each	$441.00	$1,764.00	4.0%	$458.64	$1,834.56
Street Signs	Qty	Unit	Unit Price	Ext. Price		Unit Price	Ext. Price
A. Entrance & Directional Signs							
1) 40.5" x 40.5"	8	Each	$84.00	$672.00	4.0%	$87.36	$698.88
2) 14" x 36"	24	Each	$25.25	$606.00	4.0%	$26.26	$630.24
B. Circle Drive							
1) 40.5" x 40.5"	10	Each	$84.00	$840.00	4.0%	$87.36	$873.60
2) 14" x 36" (5 structures, 6 signs each)	30	Each	$25.24	$757.20	4.0%	$26.25	$787.49
C. Mariner's Way							
1) 14" x 36"	6	Each	$25.17	$151.02	4.0%	$26.18	$157.06
D. Padres Way							
1) 14" x 36"	6	Each	$25.17	$151.02	4.0%	$26.18	$157.06
E. Parking Lot Light Pole Signs (banners)							
1) 24" x 72" double face	24	Each	$100.00	$2,400.00	4.0%	$104.00	$2,496.00
Additional and Custom Signage			Price			Price	
A. Custom Plaques			$17.00 / SqFt		4.0%	$17.68 / SqFt	
B. Upkeep of aluminum Signs throughout stadium			$5.00 / SqFt		4.0%	$5.20 / SqFt	
C. Replacement of Aluminum Signs			$25.00 / SqFt		4.0%	$26.00 / SqFt	
D. Adhesive Vinyl Overlay			$5.00 / SqFt		4.0%	$5.20 / SqFt	
E. Vinyl Banner Signs			$3.00 / SqFt		4.0%	$3.12 / SqFt	
F. Large Format Banners			$2.00 / SqFt		4.0%	$2.08 / SqFt	
G. Coroplast Signs			$4.00 / SqFt		4.0%	$4.16 / SqFt	

bluemedia.

December 18, 2014

Mike Hyland
Operations Coordinator
Peoria Sports Complex - City of Peoria

Hi Mike:

First of all – thank you for your business.

As I am sure you are aware, our business has seen its' costs of operations increase during 2014.

Specifically, we have seen our costs increase in 3 key areas:

Materials – our primary vendor distributes materials from 3M – and those costs have increased 4% to 5%

Employee compensation – the Consumer Price Index has increased about 1.7% this year – with Food & Energy increases ranging from 3.0% to 5.8%. Compensation increases to our employees have been in the 3% to 5% range.

Health Care – our average health care cost premiums increased by about 8.9%

Attached is some additional supporting documentation that addresses these cost increases.

We appreciate you considering these circumstances as part of our pricing proposals for upcoming projects.

Please let me know if you need any additional information.

Sincerely,

Tony Maikut
Vice President Finance

8920 S. McKemy St. Tempe, AZ 85284 O: 480.317.1333 F: 480.317.0277 T: 866.401.BLUE

P3 Advertsising
313 NE Tropicalia Lane
Jensen Beach, FL 34957
772.261.7126

26 November 2014

Bid to Blue Media

Project: Peoria Baseball Spring Training Stadium

Proposal:
Lettering and logos on two dug-outs:
Full color logos for Seattle Mariners and San Diego Padres
Approximately four foot letters in blue with white outline naming the teams on each dug-out

All work to be painted with professional lettering enamels for maximum durability

Work has been performed to full satisfaction by this company (previously known as Crackerjack Signs and Xtreme Graphics) for the past six years

Cost of project: $2000.00

We appreciate the opportunity to bid on this work.

Sincerely,

Karen Siler
CEO
P3 Advertising
772.261.7126

Tony Maikut

From: Lance Davis
Sent: Monday, December 15, 2014 10:52 AM
To: Tony Maikut
Cc: Mike Greco
Subject: FW: 3M Commercial Graphics - Price Adjustment Notification

FYI

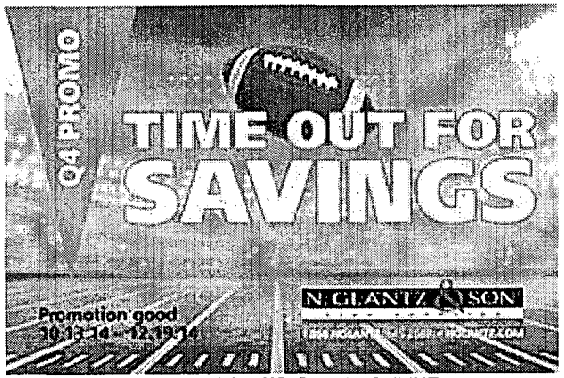
Lance Davis | Partner

O: 480.568.7059 | M: 480.227.7835 | bluemedia.com

From: Chumita Hurd [mailto:churd@nglantz.com]
Sent: Monday, December 15, 2014 10:49 AM
To: Lance Davis
Cc: Garrick J. Exarhos; jwheil@mmm.com
Subject: FW: 3M Commercial Graphics - Price Adjustment Notification

Below is the notification that we received from 3M prior to the increase. Hopefully this is what you are looking for.

Chumita Hurd
Branch Manager
N. Glantz & Son, LLC
3430 West Weldon Ave.
Phoenix, AZ 85017
Tel: 602.353.9499
Fax: 602.353.0489
www.nglantz.com



VISIT WWW.NGLANTZ.COM TO ORDER ONLINE

From: Suzanne Hansen
Sent: Monday, December 15, 2014 10:46 AM
To: Chumita Hurd
Subject: FW: 3M Commercial Graphics - Price Adjustment Notification

From: 3mcommercialgraphicscommunique@mmm.com [mailto:3mcommercialgraphicscommunique@mmm.com]
Sent: Monday, February 03, 2014 3:33 PM
Subject: 3M Commercial Graphics - Price Adjustment Notification

To Our Valued Customers:

On April 7, 2014 3M Commercial Graphics will be adjusting some prices in the Commercial Graphics price pages.

Although raw material and commodity prices continue to increase, 3M also continues to accelerate our use of lean-six sigma, leverage our global sourcing network and work to optimize our manufacturing processes to reduce the overall cost impact on our operation and thus minimize price adjustments.

Updated price pages will be available at www.3Mgraphics.com beginning March 1 2014.

Future-dated customer orders will be priced at the prevailing price at time of shipment. Orders placed before April 7, 2014, for immediate shipment will be priced at pre-April 7, 2014, prices.

3M reserves the right to limit customer's total orders placed from February 1 to April 7, 2014 to 15% over demand for the same period in 2013.

If you have specific questions, please contact your 3M Commercial Graphics Sales Specialist or Customer Service Representative.

Sincerely,

Mike Laatsch
Business Director
3M Commercial Graphics Division
3M Center, Bldg 220-12E-04
St. Paul, MN 55144-1000

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Please consider the environment before printing this e-mail.

Suzanne Hansen
Central Buyer

N. Glantz & Son, LLC
2501 Constant Comment Place
Louisville, KY 40299
Tel: 502.568.4443
Fax: 502.271.5518
www.nglantz.com

N. GLANTZ & SON
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BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

NEWS RELEASE

Transmission of material in this release is embargoed until 8:30 a.m. (EDT) Wednesday, October 22, 2014

USDL-14-1964

Technical information: (202) 691-7000 • Reed.Steve@bls.gov • www.bls.gov/cpi
Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – SEPTEMBER 2014

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.1 percent in September on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 1.7 percent before seasonal adjustment.

Increases in shelter and food indexes outweighed declines in energy indexes to result in the seasonally adjusted all items increase. The food index rose 0.3 percent as five of the six major grocery store food group indexes increased. The energy index declined 0.7 percent as the indexes for gasoline, electricity, and fuel oil all fell.

The index for all items less food and energy increased 0.1 percent in September. Along with the shelter index, the index for medical care increased, and the indexes for alcoholic beverages and for personal care advanced slightly. Several indexes were unchanged, and the indexes for airline fares and for used cars and trucks declined in September.

The all items index increased 1.7 percent over the last 12 months, the same increase as for the 12 months ending August. The 12-month change in the index for all items less food and energy also remained at 1.7 percent. The 12-month change in the shelter index has been gradually increasing, and reached 3.0 percent for the first time since January 2008. The food index has also risen 3.0 percent over the span, while the energy index has declined 0.6 percent.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Sep. 2013 - Sep. 2014
Percent change

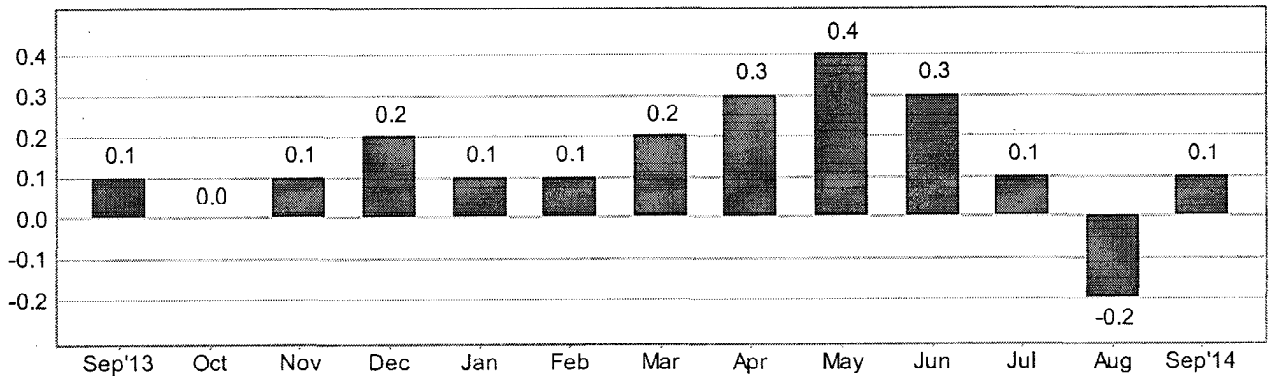

Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Sep. 2013 - Sep. 2014

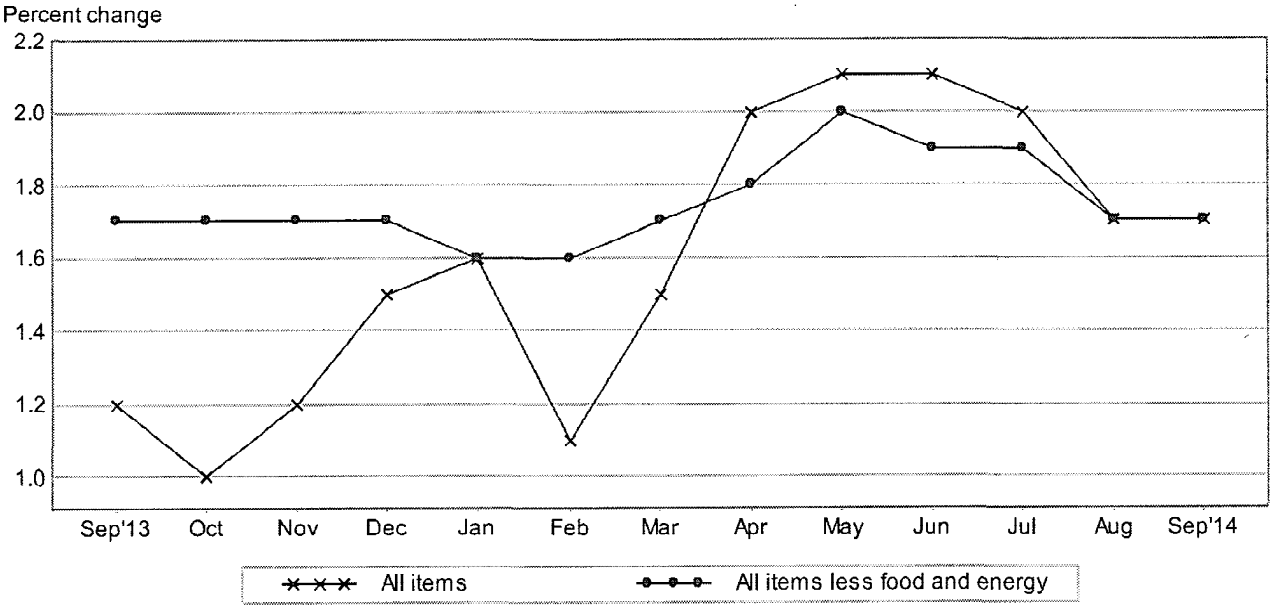

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Sep. 2014
	Mar. 2014	Apr. 2014	May 2014	June 2014	July 2014	Aug. 2014	Sep. 2014	
All items	.2	.3	.4	.3	.1	-.2	.1	1.7
Food	.4	.4	.5	.1	.4	.2	.3	3.0
Food at home	.5	.4	.7	.0	.4	.2	.3	3.2
Food away from home [1]	.3	.3	.2	.2	.3	.2	.3	2.7
Energy	-.1	.3	.9	1.6	-.3	-2.6	-.7	-.6
Energy commodities	-2.0	1.9	.6	3.0	-.3	-3.9	-1.1	-3.3
Gasoline (all types)	-1.7	2.3	.7	3.3	-.3	-4.1	-1.0	-3.6
Fuel oil [1]	-2.9	-3.0	-1.4	-1.7	-.7	-1.2	-2.1	-3.2
Energy services	2.6	-1.9	1.4	-.4	-.4	-.6	-.2	3.5
Electricity	1.1	-2.6	2.3	.2	-.3	.1	-.7	2.8
Utility (piped) gas service	7.5	.3	-1.7	-2.6	-.4	-2.8	1.6	5.8
All items less food and energy	.2	.2	.3	.1	.1	.0	.1	1.7
Commodities less food and energy commodities	.0	.1	.1	.1	.0	-.1	.0	-.3
New vehicles	.0	.3	.2	-.3	.3	.2	.0	.3
Used cars and trucks	.4	.5	-.1	-.4	-.3	-.3	-.1	-.4
Apparel	.3	.0	.3	.5	.2	-.2	.0	.5
Medical care commodities	-.3	.3	.5	.7	.3	-.1	.5	2.9
Services less energy services	.3	.3	.3	.1	.1	.0	.2	2.4
Shelter	.3	.2	.3	.2	.3	.2	.3	3.0
Transportation services	.2	.7	1.0	.1	-.7	-.6	.1	1.4
Medical care services	.3	.3	.3	.0	.1	.0	.1	1.7

[1] Not seasonally adjusted.

Blue Media
6/1/2014 Renewal

Insurance Carrier		United Healthcare Current		United Healthcare Current		United Healthcare Renewal		United Healthcare Renewal
Network / Plan Name		UHC / $2000 100/50 $25 B0I-P XZ/SB Rx		UHC / $4000 100/50 $35 AV5-P XZ/SB Rx		UHC / $2500 100/50 $20 Z3LP RX KQ		UHC / $4000 100/50 $20 Z3WP RX KQ
In-Network Deductible		$2,000		$4,000		$2,500		$4,000
Out-of-Network Deductible		$4,000		$8,000		$5,000		$8,000
Maximum Family Deductible		2x		2x		2x		2x
In-Network Coinsurance		100%		100%		100%		100%
Out-of-Network Coinsurance		50%		50%		50%		50%
Out-of-Pocket Maximum In-Network		$2,000 / 2x family		$4,000 / 2x family		$3,500 / 2x family		$5,000 / 2x family
Out-of-Pocket Max Out-of-Network		$8,000 / 2x family		$15,000 / 2x family		$15,000 / 2x family		$24,000 / 2x family
Physicians/ Specialist Copay		**Primary: $25 copay** **Specialist:** **Designated Network: $25 copay** **Non Designated Network: $50 copay**		**Primary: $35 copay** **Specialist:** **Designated Network: $35 copay** **Non Designated Network: $70 copay**		**Primary: $20 copay** **Specialist: $40 copay**		**Primary: $20 copay** **Specialist: $40 copay**
Preventative/ Wellness		100%		100%		100%		100%
Out-Patient Lab / X-ray / Surgery		Prevent 100% / ded & coinsurance		Prevent 100% / ded & coinsurance		Prevent 100% / ded & coinsurance		Prevent 100% / ded & coinsurance
In-Patient Hospital		deductible & coinsurance		deductible & coinsurance		deductible & coinsurance		deductible & coinsurance
Emergency Room		$250 copay		$250 copay		$300 copay		$300 copay
Urgent Care		$75 copay		$75 copay		$75 copay		$75 copay
Lifetime Maximum Benefit		unlimited		unlimited		unlimited		unlimited
Rate Guarantee		1 year		1 year		1 year		1 year
Prescription Drug Benefit								
Level 1 - Generic		$15		$15		$15		$15
Level 2 - Preferred Brand		$35		$35		$35		$35
Level 3 - Non-Preferred Brand		$65		$65		$70		$70
Level 4 -		$100		$100		$250		$250
Monthly Premiums								
Employee	35	$250 26	16	$223 19	35	$270.65	16	$251.49
Employee + Spouse	2	$525 52	0	$468.67	2	$568.34	0	$528.10
Employee + Children	2	$475 48	1	$424.04	2	$514.22	1	$477.81
Employee + Family	12	$750 77	0	$669.55	12	$811.94	0	$754.45
Total Monthly Premium	**51**	**$19,770.34**	**17**	**$3,995.08**	**51**	**$21,381.15**	**17**	**$4,501.65**
					Increase over current	**8.1%**		**12.7%**
Grand Total	**68**	**$23,765.42**			**68**	**$25,882.80**		
					OVERALL Increase over current	**8.9%**		
						8.9% Total 4.5% estimated PPACA Fees 4.4% renewal increase		

This summary is for comparison purposes only. See policy for complete information. Final rates are based upon actual enrollment and underwriting

CONTRACT AMENDMENT

Solicitation No Q13-04 Page 1 of 1
Description Sports Complex Signage
Amendment No One (1) Date 11/20/13

Materials Management Procurement
9875 N 85th Ave 2nd Fl
Peoria AZ 85345
Telephone (623) 773 7115
Fax (623) 773 7118

Buyer Christine Finney

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 1/31/14

The New Contract Term Is 2/1/14 to 1/31/15

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

Signature	Date	Typed Name and Title	Company Name
	12/11/13	Mike Greco, Account Executive	bluemedia

Address	City	State	Zip Code
8920 S McKemy St	Tempe	AZ	85284

Attested By

Rhonda Geriminsky, City Clerk

Director John R Sefton Jr Community Services Director

Department Rep Chris Easom, Sports Complex Manager

CC Number

ACON68012A
Contract Number

Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

Dec 19 2013, at Peoria, Arizona

Dan Zenko, Materials Manager

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ACON68012A

(Rev 09/09/13)CF

CONTRACT AMENDMENT

Solicitation No	P13-0028	Page 1 of 1
Description	Security Maintenance Services	
Amendment No	One (1)	Date 11/19/13

Materials Management Procurement
9875 N 85th Ave 2nd Fl
Peoria AZ 85345
Telephone (623) 773 7115
Fax (623) 773 7118

Buyer Jennifer Miller

In accordance with the Contract Special Terms and Conditions, **Contract Extension** the above referenced contract shall expire on1/31/14

The New Contract Term Is 2/1/14 to 1/31/15

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

Signature	Date 12-2-13	Allan Baringue, Account Manager	Climatec Building Technologies Group
		Typed Name and Title	Company Name

2851 W Kathleen Rd	Phoenix	AZ	85053
Address	City	State	Zip Code

Attested By

for Rhonda Geriminsky, City Clerk

11-21-2013
Director Bill Mattingly Public Works Director

11/20/13
Department Rep Dan Hawkins City Security Coordinator

CC Number

for
Approved as to Form Stephen M Kemp, City Attorney

ACON67412A
Contract Number

The above referenced Contract Amendment is hereby Executed

Dec 19, 2013, at Peoria, Arizona

Dan Zenko, Materials Manager

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ACON67412A

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No: **P13-0028**
Materials and/or Services: **Security Maintenance Services**

Proposal Due Date: **October 29, 2012**
Proposal Time: 5:00 P.M. AZ Time

Contact: **Jennifer Miller**
Phone: (623) 773-7115

Mailing Address: City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

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

OFFER

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

For clarification of this offer contact:

Telephone: 602-980-0474 Fax: 602-674-1279

Name: Allan Barinque

Email: allanb@climatec.com

KX2 Holdings, LLC dba Climatec Building Technologies Group
Company Name

Authorized Signature for Offer

2851 W. Kathleen Rd.
Address

Allan Barinque
Printed Name

Phoenix, AZ 85053
City State Zip Code

Account Manager
Title

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

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

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

Attested by:
for Linda L Blas
City Clerk

City of Peoria, Arizona. Effective Date: Jan. 11, 2013

Approved as to form:
for
Stephen M. Kemp, City Attorney

CC:

Contract Number: ACON67412

Contract Awarded Date: Jan. 10, 2013

Dan Zenko, Materials Management Supervisor

Official File:

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A CON 67412

REQUEST FOR PROPOSAL #P13-0028
SECURITY MAINTENANCE SERVICES

Attention: Jennifer Miller,
City of Peoria
Submitted: October 29, 2012

CLIMATEC
BUILDING TECHNOLOGIES GROUP
2851 KATHLEEN RD. | PHOENIX, AZ 85053 | DIRECT (602) 944-3330

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CLIMATEC
MERGING BUILDINGS & TECHNOLOGY

October 29, 2012

Jennifer Miller
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

RE: RFP#P13-0028
Materials and/or Services-Security Maintenance Services

Dear Jennifer Miller,

Climatec BTG is pleased to submit our response to your Request for Proposal.

Climatec is an Arizona company with multiple offices serving the entire state as well as Southern California. Climatic has a strong corporate infrastructure including sales, engineering, and project management, installation, training and service. Our past experience with projects of this nature demonstrates our ability to ensure a successful partnership with complete customer satisfaction. All of the products and services that we are proposing come with our seal of approval along with our commitment to exceed your expectations in delivery and service. Our dedicated operations teams starting with Principle Account Management, Account Specialist/Project Manager and Field Technicians that would be assigned to the City of Peoria have extensive training and experience with these types of services along with all the similar scopes of work in this RFP.

This reinforces Climatic BTG's position in the State as the leading Building Security Service solutions provider. Please feel free to contact me at 602-980-0474 with any questions you may have regarding our response.

Best Regards,

Allan Barinque
Principle Account Manager

TAB A: PROJECT UNDERSTANDING & APPROACH

SERVICE

Climatec maintains a service department that is manned 24 hours a day, 7 days a week. Our service technicians are experienced in the operation and maintenance of all the products that we represent, and have a vast knowledge of how to make these systems perform at peak efficiency.

Our 24/7 Help Desk will ensure that the City of Peoria will receive a call from our technician within two hours and provide any telephone assistance or online trouble shooting. Thereafter, a technician will call to site and address the problem directly, within four hours from placement of the call. Climatec adopts a stringent process for maintaining vehicle stocks and inventory. To compliment standard type equipment normally carried, specific components for your particular application are also available to encourage a first time fix directive.

Our philosophy for response and repair consists of simple but effective four point mantra.

1. ***Communication*** – keep City of Peoria updated on the status of call.
2. ***Assignment*** – ensuring we send the right person for the job, by aligning the request with the proper skillset of technician.
3. ***Investigation*** – fully equipped technicians prepared to diagnose and rectify faults and solutions.
4. ***Communication*** – AGAIN?

Climatec always strive to maintain 100% first fix ratios, in the event that a repair is not resolved on the initial call, communication protocols keep you updated. In addition, Climatec operates an escalation process to capture and assign extra ordinary situations.

We are also capable of delivering many levels of maintenance coverage depending on the needs. From system inspection services to full Guaranteed Lifetime Protection coverage that covers everything that we install, while exceeding your expectations, we will also develop new ideas and strategies to provide further value for the City of Peoria.

SCHEDULED SERVICE DISPATCH CALLS

Climatec's In-bound Dispatch Center will provide customer assistance on scheduling for City of Peoria service technician request. The assigned Service Coordinator will log the customer call electronically with specifics of needs of the requested call.

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

Example: Name of customer, contact information, project site location, on site contact, hours of business, type of system video camera, card access reader, history, condition, current status etc.

PROJECT APPROCH METHODS TO SATISFY SCOPE OF WORK:

PROJECT MANAGEMENT APPROACH

Climatec's management approach and implementation plan is based on:

- A proven track record
- Experience in managing and verifying large-scale projects
- A proven set of procedures and tools for managing costs, schedules and performance
- A quality assurance program to guarantee that the work performed in the design, development, implementation is of the highest quality

To effectively manage this project, our overall management approach includes clearly defined lines of communications; single points of responsibility for each functional area of the contract; defined procedures for contract and subcontract administration; and a system for integrating project personnel (including subcontractors) into a responsive, cohesive team.

The Project Manager will be responsible for the overall administration and implementation of the project, including materials procurement and performance and scheduling, all in cooperation with the City of Peoria. Some specific tasks of the Project Manager include approval of progress schedules, review and approval of shop drawings, review and revision of record drawings and specifications, presentation of change orders, monitoring of performance, and clarification of contract documents. As the primary contact, the Project Manager conducts timely project meetings and negotiates specific client requests. The Project Manager will interface with the team personnel on the coordination of work in specific areas; adjust work schedules to accommodate any specific requirements; coordinate, explain, define, and interpret the required scope of work for the subcontractors should questions arise; and initiate change orders if required.

Climatec will attend team meetings with City of Peoria to review project activities and progress. These meetings are used to establish the installation schedules and to agree upon plans for coordination with the other contractors to ensure a smooth installation.

PROJECT DEVELOPMENT PLAN

Climatec uses a Six Step process to carry out the task of auditing, developing, and implementing a project. This process has been developed over many years, and is continually improved upon based on the most recent experiences our teams have in developing these types of projects. The process is outlined below.

1. Preparation and Data Gathering
2. On-Site Audit
3. Data Sharing Review
4. Plan and Design Preparation
5. Project Implementation / Scheduling
6. Start-up / Commissioning / Training

ON-SITE AUTHORITY

Our management plan ensures complete authority is provided at the site level to develop and authorize work plans within the approved contract scope and budget. The General Manager delegates the commitment of project resources to the on-site Project Managers, who in turn will delegate suitable authority to Project Team members as deemed appropriate.

PROBLEM RESOLUTION

The Project Managers have complete on-site project authority to resolve problems. This authority includes, but is not limited to, the ability to allocate resources, settle conflicts, and initiate corrective actions as needed to resolve a problem. Within the project management hierarchy each successive level of management is delegated commensurate authority for problem resolution.

RESOURCES

Complete control of project resources will be maintained in the Phoenix office. The on-site Project Managers will have authority over all project resources, including the commitment and allocation of funding and personnel within the framework of the project and contract requirements.

DECISION-MAKING

The on-site Project Managers have operational and decision-making authority within the limitations of the contract. Examples of site-level decisions include personnel hire and dismissal, purchasing of services and materials, and establishment of project policies and procedures.

COMMITMENT

Full commitment authority is provided to the on-site Project Managers, up to the limit of the contract. Each successive management level has commensurate authority for commitments up to the level of its budget and its area of responsibility within the framework of contract requirements and project policy. Overall, the structure that has been established for this project places all necessary decision-making responsibility and authority at the appropriate site level. This ensures that the requirements of the contract are met in a timely and efficient manner.

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

QUALITY CONTROL

Climatec periodically surveys all of our customers to assure we have, and continue to exceed their expectations. As a local company, we cannot afford any unresolved customer issues. The expectation to exceed requirements is the root of our success and an expectation of the culture we have created.

The Quality Improvement Process (QIP) represents Climatec's philosophy of doing business. The Quality Policy states that: **"Climatec will attain 100% customer satisfaction by providing our internal and external customers with products, systems and services which perform to the customer's requirements every time.**

This commitment to customer satisfaction demands that we begin to clearly understand each and every customer's unique requirement and that we deliver our products and services in conformance with these requirements. Climatec is dedicated to make every customer a reference account through the delivery of quality goods and services.

O&M MANUALS

Properly designed Operation and Maintenance (O&M) Manuals are very important, yet many contractors frequently ignore this aspect. We will prepare O&M manuals that are "user friendly" and that are written in simple terms. It is important that the manual be more than just a bound set of manufacturer product cut sheets. Our team has extensive experience preparing manuals specific to the needs of our customers. We use the O&M manuals as a textbook for the training classes.

CLOSEOUT DOCUMENTS

Completion close out documents and punch list items with Warranty Letter will be official record that the City of Peoria accepts the project completed. As built drawing documentation of completion will also be part of the close out process.

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TAB B: EXPERIENCE & SIMILAR PROJECTS

Annual Value
$200,000 Maintenance
$150,000 Additional

Customer
GoDaddy.com
2299 W. Obispo Ave., #201
Gilbert, AZ 85233

Contact
Shawn Terry
480-544-2224
sterry@godaddy.com

GoDaddy.com

2299 W. Obispo Ave., #201
Gilbert, Arizona 85233

DESCRIPTION OF WORK

The system comprises 200+ readers on a Enterprise Level OnGuard Platform, with full video integration for 100+ cameras. Climatec has been appointed to provide full support, reactive response, new deployments and administrative functions for the upkeep of the system for a five year contract. Climatec initially presented to the customer, the ideology of having a full time entrenched technician on all GoDaddy sites. This has resulted in a significant decrease in repairs, costs and downtime. This was an example of Climatec's foresight and understanding the customer's needs and how to deliver a true value added proposition.

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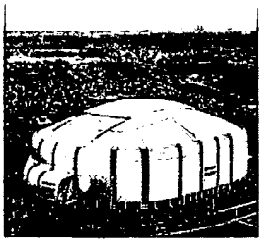
Annual Value
$80,000 Maintenance
$100,000 Additions

Customer
Westgate Complex
1 Cardinal Way
Glendale, AZ 85305

Contact
Joe Coomer
480-544-3274

Glendale Sports & Entertainment
(Jobing.com Arena & Arizona Cardinals Stadium)
1 Cardinal Way
Glendale, Arizona 85305



DESCRIPTION OF WORK

This is a blended multi system solution comprised of Security and Life Safety preventative maintenance and reactive repairs. In addition, Climatec undertakes any moves, changes or other deployments. An important element of our partnership is to share and identify essential system upgrades and phased migrations. Climatec is a first choice provider due to our ability to meet their Security System and Life Safety requirements, in consideration to the mission critical nature of hosting large public events.

Annual Value
$150,000 Support, Upgrades & Reactive Services

Customer
Phoenix Plaza
2929 N. Central Ave.
Phoenix, AZ 85012

Contact
Ed Valdez
602-230-6819
eduardo.valdez@cbre.com

Phoenix Plaza
2929 N. Central Ave.
Phoenix, Arizona 85012

DESCRIPTION OF WORK

A multi building high rise location with Lenel OnGuard and video integration, buildings are of mixed use and consist of retail, owners and tenant space. Climatec provides essential reactive and preventative maintenance services to the systems. More recently, the customer installed new elevator cab management and dispatch hardware/software. Climatec provided all the necessary skills, insight and communication protocols between Lenel OnGuard and elevator assignment mechanisms. The customer is very pleased with the outcome, as are we. To be party to a program that ultimately saves both maintenance costs and energy consumption for elevator travel by applying security system know how and third party pairing.

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	QUESTIONNAIRE Solicitation Number: **P13-0028**	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: GoDaddy.com
   Contact: Shawn Terry Phone: 480-544-2224
   Address: 2299 W. Obispo Ave., #201, Gilbert, AZ 85233
   Description of Work: See Attached.
   Annual Value: $200,000 Maintenance / $150,000 Additional

2. Company: Glendale Sports & Entertainment (Jobing.com Arena & Arizona Cardinal Stadium)
   Contact: Joe Coomer Phone: 480-544-3214
   Address: 1 Cardinal Way, Glendale, AZ 85305
   Description of Work: See Attached.
   Annual Value: $80,000 Maintenance / $100,000 Additional

3. Company: Phoenix Plaza
   Contact: Ed Valdez Phone: 602-230-6819
   Address: 2929 N. Central Ave., Phoenix, AZ 85012
   Description of Work: See Attached.
   Annual Value: $150,000 Support, Upgrades & Reactive Services

TAB C: STAFF'S CAPABILITIES & ASSIGNMENTS

FIRM'S EXPERIENCE

Since 1975, Climatec has been one of the Southwest's leading providers of advanced building technologies. Our broad set of products and offerings allows us to be your single source integrator of critical building systems. Climatec is a company shaped by its customers. We have evolved into a "single source of responsibility" by listening to our customers and providing the most cost effective, value added solutions available. We provide sales, installation, and service of security/access control, digital CCTV, IP video, fire alarm, intercom, and building control systems for commercial, industrial and institutional buildings.

Climatec presently has over 350 employees with offices in Phoenix, Tucson, Los Angeles, Riverside, Albuquerque, and San Diego. Our annual sales last year exceeded $100 million dollars.

Climatec's unique blend of products, people, and vision is the foundation of our success. We maintain our market leadership by attracting only talented and innovative industry experts. We are devoted to training and education; essential ingredients recognized by both our employees and our customers on our commitment to provide the best products and services available to the market.

Solutions, integrity, training, local market knowledge, and devotion to customer service have been the key principles in our business philosophy since the beginning. While Climatec will continue to grow and evolve according to the needs of our customers, our basic philosophy will remain constant. At Climatec we are dedicated to meeting your deadlines and solving your problems in a way that is fast, accurate, and dependable.

Climatec has strategic partnerships with the world's leading technology brands including LENEL, GE Security, Ccure and AMAG Access Control, GE/EST Fire Alarm, Dukane and Bogen Intercom/Sound, and Avigilon, IQinVision, Pelco, and GE Closed Circuit TV and Network Video Management Systems.

With literally hundreds of installations in Arizona, we are equipped to handle any special systems from large sports facilities, complex manufacturing sites to commercial business offices and schools.

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SINGLE SOURCE SUPPLIER, INTEGRATOR & SERVICE PROVIDER

At Climatec, we have sustained a solid commitment to deliver an extraordinary customer experience for over 30 years with:

* Inspection, Testing & Service of Life Safety Systems
* Preventative Maintenance and Comprehensive Service of Security, Access Control and CCTV Systems
* Remote Monitoring of Digital Control Systems
* Service Dispatch on a 7 Day, 24 Hour Basis with 4 Hour Site Response
* Extensive Inventory of Spare Parts
* Comprehensive Customer Training

You will experience firsthand our dedication to meeting your deadlines and solving your problems in a way that is fast, accurate, and dependable.

COUNT ON CLIMATEC

With Climatec as your partner, you and your facility will benefit from:

* A Broad Spectrum of Expertise
* The World's Leading Technology Brands
* A Team of Devoted, Highly Trained Industry Professionals
* World Class Customer Service
* A 30 Year Track Record of Success

Count on Climatec to create a safe, comfortable, and energy efficient environment in your facility.

OFFICES PROVIDING SERVICE

CLIMATEC SERVES THE ENTIRE AMERICAN SOUTHWEST WITH OFFICES IN ARIZONA, CALIFORNIA & NEW MEXICO.

Our local Phoenix Corporate Office will be providing the services requested in this proposal for City of Peoria. Our staff of over 90 experienced professionals provides state of the art qualifications in the Design, Engineering, and Software Programming of:

* Security/Access Control Systems
* Fire Alarm/Life Safety and Smoke Control Systems
* Intercom Paging and Critical Communications Systems
* Digital CCTV and Video Management Systems
* IP Video Systems

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

- Energy and Building Control Systems
- Total Systems Integration

Climatec provides a wide array of services, including, design/layout assistance, engineering, project management, and technical support to make your facility work for you.

CERTIFICATIONS & LICENSES

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

Lenel Systems International, Inc.
1212 Pittsford-Victor Road
Pittsford, New York 14534
Tel 585.248.9720 Fax 585.248.9185
www.lenel.com

A UTC Fire & Security Company

June 12, 2012

To Whom It May Concern:

Climatec Building Technologies, Inc., located at 2851 W. Kathleen Road, Phoenix, AZ, is an authorized and certified Value Added Reseller (VAR) with Lenel Systems International. As such, Climatec Building Technologies is authorized to resell, install, and provide service for the Lenel Systems International OnGuard platform and associated third-party products.

Sincerely,

Larry Fox
Regional Sales Manager
Lenel Systems International

STAFF CREDENTIALS / LICENSES / CERTIFICATIONS

Climatec continues to make a considerable investment to ensure we have the highest caliber technicians. A key part of this program is maintaining our skill set and expertise for Lenel certified personnel.

Lenel OnGuard is the primary product choice for Climatec and as a testament to our commitment, 11 of our field staff are OnGuard certified. We are proud to report that five of these have attained "MASTER" level.

Climatec has achieved the highest Tier One status of ELITE VAR this illustrates Climatec as being in the top 20% of Value Added Resellers.

A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Gary Grant

of

Climatec Building Technologies Group

IS PLATINUM CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

March 13, 2012

Certified by

Lenel Systems International, Inc.

Global Education

A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

David McGhee

of

Climatec Building Technologies Group

IS PLATINUM CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

March 13, 2012

Certified by

Lenel Systems International, Inc.

Global Education

A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Kevin Searfoss

of

Climatec Building Technologies Group

IS MASTER CERTIFIED

FOR

Lenel OnGuard 2010 (6.4)

August 09, 2010

Certified by

Lenel Systems International, Inc.

Global Education

A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Jon Clarke

of

Climatec Building Technologies Group

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

December 02, 2011

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Mark Thill

of

Climatec Building Technologies Group

IS MASTER CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

January 27, 2012

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Craig Robinson

of

Climatec Building Technologies Group

IS MASTER CERTIFIED

FOR

Lenel OnGuard 2010 (6.4)

2010-10-29

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Randy Kendall

of

Climatec Building Technologies Group

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

March 25, 2011

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Ron Fayle

of

Climatec Building Technologies Group

IS MASTER CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

April 26, 2011

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Timothy Woods

of

Climatec Building Technologies Group

IS NOW CERTIFIED

FOR

ADVANCED ACCESS CONTROL

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

March 01, 2012

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Tracy Castle

of

Climatec Building Technologies Group

IS MASTER CERTIFIED

FOR

Lenel OnGuard 2010 Technology Update (6.4.500 TU1)

May 18, 2011

Certified by

Lenel Systems International, Inc.

Global Education

LENEL
A UTC Fire & Security Company

HAVING MET THE REQUIREMENTS

Timothy Woods

of

Climatec Building Technologies Group

IS SILVER CERTIFIED

FOR

Lenel OnGuard 2010 (6.4)

August 09, 2010

Certified by

Lenel Systems International, Inc.

Global Education

TAB D: PRICE

In accordance with Item 6 on the Price Sheet, page 17 of 21, please find our submitted rates and percentages as requested.

A. *Provide mark up on firmware and software purchases.*
- Software is at a mark-up of 5% (FIVE PERCENT)
- Firmware is at 30% (THIRTY PERCENT)

B. *Provide per hour cost of training for City of Peoria Employees.*
- Training is charged at $60 per hour (SIXTY DOLLARS & ZERO CENTS)

C. *Provide cost per hour, identifying rates for each job description.*
- Qualified & Certified Security Specialist Technician is $82.50* (EIGHTY TWO DOLLARS & ZERO CENTS)
- Qualified Security Specialist Installation Technician is $78.50 (SEVENTY EIGHT DOLLARS & ZERO CENTS)

D. *Provide mark-up rate for Subcontracted Services.*
- Subcontract mark-up rate is 15%** (FIFTEEN PERCENT)

We are aware that the Lenel existing SUSP will expire in January 2013. Items A-D above do not refer to this provisioning. Should City of Peoria require Climatec to make this purchase, prices are available on request.

* As part of Climatec's "first fix" value added component.

** Climatec's offering is self-performing, where special trades are needed only.

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

TAB E: CONFORMANCE TO REQUEST FOR TECHINCAL PROPSOAL

Climatec thanks you for allowing us to submit this TECHNICAL PROPOSAL. We trust our credentials, documentation and responses submitted in the previous tab sections conforms to your request.

All included contents produced by Climatec and its project team are agreed to be proprietary and confidential and will not be shared with non-City personnel

	QUESTIONNAIRE	**Materials Management Procurement** 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P13-0028**	

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

☒ **No Exceptions.**

☐ **Offeror takes the following Exceptions:**

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P13-0028**	

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at **salestax@peoriaAZ.gov**.

☒ **City of Peoria business license attached, if applicable.**

☐ **Offeror will obtain a City of Peoria business license at the time of contract award.**

Account Number
32454

Valid until 12/31/2012
unless revoked

2012

Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria subject to the provisions of the Peoria City Code, Chapter 12

Post in a Conspicuous Place
Non-Transferable

Business Address:
2851 W KATHLEEN RD
PHOENIX AZ 85053

338068-02-0190
KX2 HOLDINGS CLIMATEC BTG
2851 W KATHLEEN RD
PHOENIX AZ 85053

Tom Johnson, Tax and License Supervisor

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Ave., 2nd Fl. Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P13-0028**	

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

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

SOLICITATION AMENDMENT

Solicitation No:	P13-0028
Description:	Security Maintenance Services
Amendment No:	One (1)
Solicitation Due Date:	10/29/12
Solicitation Due Time:	5:00 PM

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Item #12 Evaluation of the Special Terms and Conditions. Evaluation criteria points are weighted as follows:

a. Project Understanding and Project Approach. (250 points)
   - Provide resonse times and methods to respond to City's request for service
   - Provide a written narrative demonstrating firm's ability to satisfy scope of work

b. Experience/Similar Projects. (250 points)
   - Provide a list of three (3) current clients with projects similar in scope

c. Staff's Capabilities and Assignments. (200 points)
   - Provide history of firm's experience
   - Location of offices providing the service
   - Applicable certifications and licenses
   - Individual staff's credentials/licenses/certifications

d. Price (250 points)
   - As described in item #6 in Scope of Work

e. Conformance to Request for Technical Proposals. (50 points)

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

10/29/12
Signature Date

Allan Barinque, Account Manager
Typed Name and Title

KX2 Holdings, LLC dba Climatec Building Technologies Group
Company Name

2851 W. Kathleen Rd.
Address

Phoenix AZ 85053
City State Zip

The above referenced Solicitation Amendment is hereby Executed

October 22, 2012

at Peoria, Arizona

Jennifer Miller, Contract Administrator

Copyright 2003 City of Peoria, Arizona
COP 207 (02/01/08)HFK

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**
    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.
    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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

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

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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

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

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

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

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

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

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

    Force majeure shall not include the following occurrences:

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a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

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

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

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

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P13-0028**

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Security Maintenance Services.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Term with Justifiable Price Adjustment Allowed

7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

10. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length of 20 pages.

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

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

    a. Project Understanding and Project Approach.
        - Provide resonse times and methods to respond to City's request for service
        - Provide a written narrative demonstrating firm's ability to satisfy scope of work

    b. Experience/Similar Projects.
        - Provide a list of three (3) current clients with projects similar in scope

    c. Staff's Capabilities and Assignments.
        - Provide history of firm's experience
        - Location of offices providing the service
        - Applicable certifications and licenses
        - Individual staff's credentials/licenses/certifications

    d. Price
        - As described in item #6 in Scope of Work

    e. Conformance to Request for Technical Proposals.

    Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive. Complete and return all City forms and proposal response in the format described. Any exceptions to any part of this RFP must be clearly noted and identified on provided form.

    The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

13. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

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

15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

16. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.

17. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

18. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.

19. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.

20. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

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21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

22. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

23. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

24. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

25. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

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

26. **Required Insurance Coverage:**

    a. Commercial General Liability

    Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the

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indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

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

d. Professional Liability

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

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

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

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

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

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

29. **Independent Contractor:**

    a. General

        i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

        ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

    b. Liability

        i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

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

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

    c. Other Benefits

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

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

    a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

31. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

    No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

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32. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

33. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

34. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

35. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

36. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

    a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

    b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

    c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

    d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

    e. Ensure that offices and workspaces containing customer information are secure.

    f. Ensure that computer virus protection is up to date

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37. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

38. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

39. **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.

40. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    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 to 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 single or 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-compliant 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, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

        i. Deduction from an unpaid balance;

        ii. Any combination of the above or any other remedies as provided by law.

PURPOSE

The City of Peoria is seeking experienced vendors to provide support, maintenance, and repair services as described below for all City of Peoria facilities security systems. The contract period will be for a minimum of one (1) year with a maximum of four (4) one-year extensions after City council approval. It is the City's intent to select the most qualified and establish labor rates for vendor's staff and to enter into a cost plus fee for materials and subcontracted services.

The Contractor shall be responsible for working with City's designated project manager to determine the products and installation requirements for each installation. The contractor shall provide all labor, equipment, supplies, storage, testing, training, and transportation necessary to complete each project.

The City requires a single point of contact for all security equipment, supplies, and labor provided as a result of this contract; therefore the contractor must take full responsibility for the delivery, installation, testing, support, warranty, and maintenance of all items supplied.

II. BACKGROUND

The City of Peoria incorporates security systems into the design of new buildings and has done retrofits in various existing buildings as funding became available. Existing software and hardware in the City inventory include:

Lenel Prox Readers (single gang & mullion style)
Lenel Reader Interface Boards
Lenel Controller w/ Ethernet Connectivity
Lenel (or comparable generic) Power Supplies
Lenel OnGuard Access Control and Video Management Software, Upgrades, and Support
Portable UPS
Securitron UNL-24 Motorized Strike
Securitron MUNL-24 Motorized Strike
HES 9600 Rim Strike w/ Integrated Latch Bolt Monitors
Locknetics (or Securitron) Mag-Locks
Securitron Touch Sense Bars w/ Power Supplies (if required)
Securitron (or Locknetics) Mullion Push to Exit Buttons
Securitron (or Locknetics) Mullion Momentary Key Switch w/ Best Compatible Cylinder & Core
PIR Request to Exit Sensors
Magnetic Door Positions Switches
Lenel Digital Video Recorder
Wall Mounted Lockable Rack
Pelco or Comparable Camera Housings (indoor, outdoor, heater/blower, mounts, etc.)
Current Name Brand Technology Analog Fixed and PTZ Color Cameras
Current Name Brand Technology IP Network Fixed and PTZ Color Cameras

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Radio or Microwave Linking Components

The City is seeking a qualified vendor to perform software service, maintenance, and upgrades. The successful proposal shall be able to provide all elements necessary to assure timely and effective response to the building control needs of the City.

III. INVENTORY OF SYSTEMS

The City of Peoria has approximately the following devices:

- **400 security cameras which include:**
  - **Sony**
  - **Panasonic**
  - **Axis**
  - **Arecont**
  - **IQinVision**
- **500 Door switches**
- **500 Card Readers**

IV. CONTRACTOR QUALIFICATIONS

Contractors shall have a minimum of seven years experience installing, servicing, repair, and programming a like facility security control systems. The Contractor must be a Lenel factory trained/certified supplier and installer. The selected contractor shall be Lenel Enterprise level certified.

Contractor shall have a minimum of four full time in-house technicians trained & certified on the Lenel product line.

The contractor must certify to the City representative that all personnel scheduled to work within the City's facilities have had and passed required City of Peoria background checks.

Contractor shall have the resources to install all needed elements in a project, including but not limited to the following:

- Ethernet Cables
- RS-485
- ModBus
- RS-485 to Fiber Optic
- RS-485 to Ethernet
- ISDN

V. SUBCONTRACTOR QUALIFICATIONS

All subcontractors shall have a minimum of five years experience within their perspective trades and will need to be approved by the City as per job basis.

VI. SCOPE OF WORK

1. **Software Agreements**
   Provide a comprehensive maintenance and support agreement including software and firmware revisions and upgrades including on site maintenance and repair services.

2. **Software Support Program**
   A. Provide Lenel Access control system support program for software and firmware on covered legacy devices.
   B. Provide firmware and software upgrades as they become available from manufacturer.
   C. Provide labor as part of the service agreement to install software and firmware updates.

3. **Hardware**
   Provide manufacturer registration and licensing for all existing and future devices provided to the City.

4. **Response Times**
   Provide a 24 hour emergency service along with a dedicated telephone number for the City to make contact when service is needed. A qualified service technician must be on site within 2 hours of call unless remote remediation of problem is possible.

5. **Location & Availability**
   A. The vendor's facility shall be within 50 miles of the City of Peoria.
   B. The vendor must provide a 24 contact number, and must be able to provide onsite response by a qualified and fully equipped technician within a 4 hr period. This service must be available 24 hrs/day, 7 days/week, 365 days a year.

6. **Fees**
   A. Provide markup on firmware and software purchases.
   B. Provide per hour cost for training of City of Peoria employees.
   C. Provide cost per hour for labor, identifying rate for each job description.
   D. Provide mark up rate for subcontracted services