



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**17**

**2. Council Meeting Date:**

April 14, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** March 10, 2011

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Management Services

**5. SUBJECT:** Approve Agreement No. CS1-680-2830 for the maintenance, testing, repair and purchase of Access Controls and Security Equipment with APL Access & Security, Inc. for two (2) years in an amount not to exceed \$250,000 for Year One and \$100,000 for Year Two with options to renew for up to three (3) additional one year periods, if necessary.

**6. RECOMMENDATION:** Recommend approval of Agreement No. CS1-680-2830 for the maintenance, testing, repair and purchase of Access Controls and Security Equipment with APL Access & Security Inc. for two (2) years in an amount not to exceed \$250,000 for Year One and \$100,000 for Year Two.

**7. HISTORICAL BACKGROUND/DISCUSSION:** Access control devices (key pads) and security cameras are used around the City in various capacities for security and to monitor access in City facilities. In 2010 the City upgraded its access control devices to Lenel products. The new equipment is warranted for two years; however, during the warranty period equipment additions, testing and/or maintenance will be required. Funds have also been included to add security cameras/DVR's to the Sunset Library (\$60,000), the Police Department (\$35,000), Municipal Utilities (\$65,000), Tumbleweed Recreation Center (\$15,000) and equipment at other City facilities. The contract amounts are not guaranteed and purchases in subsequent years may be minimal.

**8. EVALUATION PROCESS:** The City issued a Request for Proposals (RFP) for vendors experienced in providing maintenance, testing, repair and purchase of Access Control and Security Equipment. All registered vendors were notified and four (4) responses were received. The RFP was evaluated in accordance with established City policies and procedures. After being reviewed by an evaluation committee, staff is recommending award to APL Access & Security Inc., who was deemed to have submitted the most advantageous offer to the City in accordance with the evaluation criteria. Term of the Agreement will be from May 1, 2011 – April 30, 2013 with options to renew for up to three (3) additional one-year periods.

**9. FINANCIAL IMPLICATIONS:** Funds will be paid through various departments' other professional contract services (5219 or 5410) accounts for this service.

**10. PROPOSED MOTION:** Move to approve Agreement No. CS1-680-2830 for maintenance, testing, repair and purchase of Access Controls & Security Equipment with APL Access & Security Inc. for two (2) years in an amount not to exceed \$250,000 for Year One and \$100,000 for Year Two with options to renew for up to three (3) additional one year periods, if necessary.

**ATTACHMENT: Agreement**

**APPROVALS**

**11. Requesting Department**

Mike Mandt, Acting Purchasing Supervisor

**12. Department Head**

Dennis Strachota, Management Services Director

**13. Procurement Officer**

Sharon Brause, CPPB, CPCP

**14. Acting City Manager**

Rich Dlugas

**CITY OF CHANDLER SERVICES AGREEMENT  
SECURITY EQUIPMENT & ACCESS CONTROL  
AGREEMENT NO.: CS1-680-2830**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **APL ACCESS & SECURITY INC**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

- 1. CONTRACT ADMINISTRATOR:**
  - 1.1 Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Parks & Facilities Maintenance Manager/designee (Contract Administrator), to provide the services required by this Agreement.
  - 1.2 Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
  - 1.3 Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
  - 1.4 Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2 SCOPE OF WORK:** CONTRACTOR shall provide services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Exhibit D "Locations of Readers" is hereby attached as reference.
  - 2.1 Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
  - 2.2 Licenses and Qualifications.** 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. Provide documentation of a valid #L-67 Low Voltage Communications Systems license from the State of Arizona Registrar of Contractors and any other licensing requirements.
  - 2.3 Background Checks and Security.** CONTRACTOR shall be required to have a background check for all employees providing services to CITY in order to allow CONTRACTOR's employees access to all areas within CITY, including Police and Fire Departments, Administrative offices, detention facilities, court buildings, and other restricted areas.
  - 2.4 Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval

of the CITY.

- 2.5 Compliance with Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.5.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.5.2** A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.5.3** The City retains the legal right 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. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.5.4** The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.5.5** The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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.
- 2.5.6** In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.5.7** In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.6 Warranties**
- 2.7 One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 2.8 Warranty (Equipment).** All equipment supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of one (1) year from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.
- 3 ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3. Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.1 Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

- 3.2 New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.3 Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4 PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000) for Year One and One Hundred Thousand (\$100,000) for Year Two** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.2. 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 completion of specified services and receipt of a correct invoice.
- 4.3. Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
- 5. TERM:** The term of the Agreement is **two (2) year (s)**, commencing on the **May 1, 2011** and terminating on **April 30, 2013** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **three (3) additional terms of one year each**. Additionally, the contract may be extended unilaterally for a period of sixty (60) days or a portion thereof.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1 **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2 **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6 **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
- 8 **TERMINATION:**
- 8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR

and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City

Manager shall have the sole and unfettered discretion in determining the availability of funds.

- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. DISPUTE RESOLUTION:**
- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. 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.
- 12. INSURANCE:**
- 12.1. Insurance Representations and Requirements:**
- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts

required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

## **12.2. Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. 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 CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

### **12.3. Coverage**

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;

K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

**12.4. Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**12.5. 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 any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**12.6. Worker's Compensation and Employer's Liability.** CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

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

**13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

**In the case of the CITY**

Contract Administrator: Parks & Facilities  
Contact: Larry LaMay  
Mailing Address: PO Box 4008 MS 906  
Physical Address: 650 E Ryan Rd  
City, State, Zip: Chandler AZ 85244  
Phone: 480-782-2501  
FAX: 480-782-2560

**In the case of the CONTRACTOR**

Firm Name: APL Access & Security Inc  
Contact: Henry Olivares  
Address: 115 S William Dillard Dr  
City, State, Zip: Gilbert AZ 85233  
Phone: 480-497-9471  
FAX: 480-497-9371  
Email: Henry@APLSecurity.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

**14.1. No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

**14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).

**14.3. No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

**15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

**15.2. Entire Agreement.** This Agreement, including Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

**15.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

**15.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

**15.5. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

**15.6. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

**15.7. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.8. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2011.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney *[Signature]*

FOR THE CONTRACTOR

By: *[Signature]*  
\_\_\_\_\_  
Signature

ATTEST: If Corporation

SEAL

*[Signature]*  
\_\_\_\_\_  
Secretary



**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

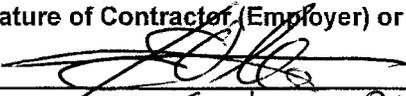
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: CS1-680-2830</b>			
<b>Name (as listed in the contract): APL Access &amp; Security Inc.</b>			
<b>Street Name and Number: 115 S William Dillard Dr</b>			
<b>City: Gilbert</b>	<b>State: AZ</b>	<b>Zip Code: 85233</b>	

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**



Printed Name: ENRIQUE OLIVARES JR

Title: VP of Finance

Date (month/day/year): 03/18/2011

**EXHIBIT B**  
**TECHNICAL SPECIFICATIONS**

1. **GENERAL REQUIREMENTS.** CONTRACTOR shall provide periodic testing, maintenance/repair and installation services for low voltage electronic equipment for intrusion, access control, and communication systems at various CITY locations on city-owned systems. Work shall include electronic purchase, installation and maintenance of access control, intrusion detection devices, call boxes, intercom, closed circuit television (CCTV), video recording devices( e.g. Axis cameras), and wireless and/or wire line communication devices as well as access cards and key fobs, as needed. The contract is inclusive to establish sources for new products, for repair and installation services for the various types of access control, security systems, door controls, public address systems, intercoms, CCTV, Lenel card access systems, parking lot automatic gates, and other electronic equipment at City facilities. Installations shall comply with applicable building codes and may be subject to the city's plan review process and issuance of construction permits. Bidders are encouraged to provide labor-pricing rates for the SPECIFIC equipment they specialize in.
  - 1.1 CONTRACTOR must be a Lenel factory trained and certified supplier / installer with a currently established, or the ability to establish, a facility in Arizona. This shall include equipment, supplies and staff. The CONTRACTOR shall be Lenel Enterprise level certified and have Lenel trained technicians. Copies of certifications must be included with response.
  - 1.2 CONTRACTOR will also be required to provide certification or qualification for servicing, testing and maintenance of the equipment with response to solicitation. CONTRACTOR shall comply with all current local, state and federal codes and regulations concerning the testing and maintenance of fire/intrusion alarm systems. CONTRACTOR shall have a valid State of Arizona Registrar of Contractors license #L-67 for Low Voltage Communications Systems.
  - 1.3 CONTRACTOR shall provide all ancillary components, and miscellaneous devices and software that relate directly to the above described systems. Equipment and technology offered should be the most current available in the market and have the capability for uses as described in this RFP. CONTRACTOR shall provide all equipment, tools, labor, supervision, materials, and necessary to complete the services included in this contract. CONTRACTOR may, with prior approval from Contract Administrator/designee, sub-contract up to 10% of their proposal for items outside of their expertise and licenses.
  - 1.4 CONTRACTOR shall be responsible for advising CITY in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. (The exception to the single source stipulation is the Lenel access control system and support). Such notification must be received no later than ten (10) days prior to the proposal due date.
  - 1.5 Should CONTRACTOR find discrepancies in the specifications or be in doubt as to the meaning or intent of any part thereof, the Offeror shall request clarification from the City in writing, not later than ten (10) working days prior to the proposal due date. Any changes to the RFP that result from such a clarification request shall be communicated through a written addendum. Failure to request such a clarification is a waiver of any claim by the Offeror for additional expenses because its interpretation was different from the City's.
2. **WORK HOURS.** Service shall be made available to the CITY 365-days per year, 24-hours per day, unless the Contract Administrator/designee deems an emergency has occurred. For routine service, a minimum of 24-hour notice shall be given to the appropriate department and Contract Administrator/designee prior to commencing work. CONTRACTOR shall provide CITY with a phone number for emergency calls and shall respond to an emergency service call within two (2) hours from time

call was placed seven (7) days per week. CONTRACTOR shall respond to a routine service call within twenty-four (24) hours from the time of notification. Routine service shall be defined as any problem other than an emergency request. It should also be noted that, should it be necessary for CONTRACTOR to return to a location to do additional work in order to repair/replace or otherwise maintain a unit, CONTRACTOR shall not bill the location for additional service calls. \*After service call, CONTRACTOR shall remove all debris and leave the site in a state of good order and cleanliness.

**2.1 Business hours** - work performed between 6:00 am – 6:00 pm, Monday through Friday, unless CONTRACTOR and Contract Administrator/designee mutually agree upon a different start time.

**2.2 After hours** - work performed after 6:00 pm and before 6:00 am the next morning.

**2.3 Weekend and holiday hours** - work performed during Saturday, Sunday or any CITY recognized holiday.

CITY Holidays are as follows:

- 1) New Year's Eve Night
- 2) New Year's Day
- 3) Martin Luther King's Birthday – Monday in January
- 4) President's Day - Third Monday in February
- 5) Memorial Day - Last Monday in May
- 6) Independence Day - July 4
- 7) Labor Day - First Monday in September
- 8) Veterans Day - Second Monday in November
- 9) Thanksgiving Holiday & the following Friday
- 10) Christmas Eve from 12:00 Noon
- 11) Christmas Day - December 25

### **3. MINIMUM REQUIREMENTS.**

- CONTRACTOR shall be a PELCO/Endura dealer in the Arizona market, and be bondable and insured. Proof of such shall accompany response.
- CONTRACTOR shall be a Videx Electronic Lock System dealer in the Arizona market. Proof of such shall accompany response.
- CONTRACTOR shall be a DMP Alarm Products dealer in the Arizona market. Proof of such shall accompany response.
- CONTRACTOR shall be a HySecurity Gate Operator dealer in the Arizona market. Proof of such shall accompany response.
- CONTRACTOR shall be a Lenel VAR Dealer in the Arizona market. Proof of such shall accompany response. CONTRACTOR shall have at least one (1) LENEL master certified technician on staff. Proof of such shall accompany response.

**NOTE: Technical staff performing installation, maintenance and/or repairs on any CITY sites or equipment shall be certified in the product they are performing the service on (e.g. Lenel; Pelco/Endura; Videx; DMP, HySecurity, and/or ExacQ).**

- CONTRACTOR's employees shall have a valid Alarm Agent license with the CITY.
- CONTRACTOR shall verify all existing zones and condition of the alarm systems. Upon award, a zone list of all CITY Intrusion panels must be given to the Contract Administrator/designee. See 3.2 "LOCATION BOOK".

- CONTRACTOR shall be able to demonstrate the ability to provide custom push button “lock down override” scenario as follows:
    - Lock with card access
    - Lock without card access
    - Unlock – single AND multiple doors
    - Duress buttons
  - CONTRACTOR shall provide all associated hardware, excluding cores and keys.
  - CONTRACTOR shall provide access cards and key fobs, if requested.
- 3.1** There may be times when specialized equipment must be rented to perform repairs as CONTRACTOR may not have such equipment in his inventory (e.g. lift equipment). This equipment will be considered as *additional cost* and used indirectly for the installation and/or repair of electronic systems during the performance of electronic repair services. Invoicing from the rental company must be attached to the CONTRACTOR’s invoice for payment.
- 3.2** **LOCATION BOOK.** Contract Administrator/designee will prepare a book of CITY locations to be serviced and will provide such book to CONTRACTOR within sixty (60) days of contract award. Such book will include, but not be limited to, the following:
- The site name and address.
  - A floor plan with sufficient detail to show hallways and rooms.
  - When needed, computer based “tif” files will be furnished from city records for the background of the floor plans.
  - The location of panel, alarms, monitors, cameras, etc.
  - The panel or pad number, model and manufacturer
  - Other relevant information
  - CONTRACTOR shall update Location Book a minimum of every six months.
- 4.** **PERIODIC TESTING SERVICE.** The CONTRACTOR shall make one (1) regularly scheduled testing service call at 12-month intervals. All initial testing and inspections shall be performed within 90 days after contract award. One copy of the annual inspection report shall be left at each site along with a complete copy provided to Purchasing. The following services shall be performed during all tests and inspections:
- Clean, adjust, and test all control equipment
  - Inspect and test outlying field devices
  - The regularly scheduled testing shall be established at a time mutually convenient to the City and the CONTRACTOR. The CONTRACTOR shall give at least five days’ notice. Some sites may require work to be performed on weekends and during evening hours.
  - The CONTRACTOR shall inform the City of any deficiencies to the system within 24 hours after test.
  - The City shall provide “Points of Contact” for each destination to be tested.
  - The CONTRACTOR shall submit a copy of the invoice for the parts when submitting invoice to the City.
  - The CONTRACTOR shall load test all batteries annually and replace as necessary. Report all such replacements noting locations and reason for replacement. CONTRACTOR shall invoice the City for replacement batteries.
- 5.** **INSTALLATION, MAINTENANCE & REPAIR SERVICES.** CONTRACTOR shall provide all materials and labor necessary to perform all work required under this contract, up to and including renovations,

repairs, installations, or alteration of fire communication devices (dialers), CCTV systems, intrusion alarm and access control systems to maintain the systems in good repair at all times as required by this RFP and applicable codes. CONTRACTOR shall be prepared to work on all such devices and systems at all City-owned and leased facilities. If the CONTRACTOR requires a third-party provider to complete the maintenance/repair, the hourly rates shall not exceed the fixed hourly rates provided by the CONTRACTOR, and invoiced through the CONTRACTOR.

CONTRACTOR shall respond to calls placed for emergency service within two (2) hours from receipt of notification from the City, unless otherwise instructed by the Contract Administrator or his designee. The City shall determine what constitutes an emergency (i.e., inability to reset an alarm at a critical facility, etc.)

THE REQUIREMENT TO PROVIDE EMERGENCY REPAIRS MEANS THAT THE CONTRACTOR SHALL HAVE A 24-HOUR POINT OF CONTACT (NAME AND PHONE NUMBER) AND THE CAPACITY TO RESPOND TO THE SITE WITHIN TWO HOURS AFTER CONTACT IS MADE BY CITY.

The City shall provide a list of "Point of Contacts" for each destination to be serviced. All maintenance shall be scheduled through the Contract Administrator/designee.

Man hours paid under this Contract shall be only for productive hours at the job site only. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of CONTRACTOR-owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The City shall accept no offer with a minimum charge stipulation.**

CITY has both analog and IP cameras. The City Police Department facilities have 6 digital video recorders (DVR) & NVR - 45 cameras / Pelco DVR; 24 cameras/Exacqvision NVR.

CITY has deployed a Lenel access control system with approximately 3,000 users (650 alone with the Police Department) and readers.

The City's Senior Center / Community Center and City Hall also have security cameras.

- 5.1 WORK ORDER QUOTES:** CONTRACTOR shall provide written "not to exceed" quotes for work-orders issued by Contract Administrator/designee to include the full "cost to repair/service". It shall be CONTRACTOR's responsibility to ensure they have all information to prepare an accurate written quote. Written quote shall include, but may not be limited to, the number of hours required to complete the job, hourly rate as listed in the contract, staff requirements, cost of materials, and expected date of completion. CONTRACTOR shall respond to all non-emergency work-orders within five days of the request and provide invoices for the work within 15 days after completion of the work.

Non-emergency work shall only be performed with the authorization of the Contract Administrator/designee. Upon authorization, actual work shall not exceed the CONTRACTOR's proposal unless special arrangements have been made prior to completion of the work.

Materials shall be invoiced to the CITY at CONTRACTOR price plus an agreed upon markup. The CONTRACTOR shall submit a copy of the invoice to the Contract Administrator/designee for the parts along with the invoice for completion of work. Replacement parts and repairs for all systems shall be handled on a time and materials basis.

CONTRACTOR shall promptly correct all work rejected by the Contract Administrator/designee as faulty, defective, or failing to conform to this contract whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. CONTRACTOR shall bear all costs of correcting such rejected work.

**5.2 REPLACEMENT OF EQUIPMENT.** CONTRACTOR shall inform the Contract Administrator/designee of all non-repairable items. The replacement of the obsolete item shall be performed under a separate work-order and comply with the stipulations herein for new installations.

Should CONTRACTOR be required to transport equipment to his/her shop for repairs, a loaner should be left for CITY use, if possible.. Once it is determined what the cost of repairs will be, the CONTRACTOR shall inform the Contract Administrator/designee, in writing, of repair cost and any other options. Contract Administrator/designee will respond to CONTRACTOR within 48-hours with approval or denial of repairs. If the CONTRACTOR does not receive a response within the allotted time-line from the Contract Administrator/designee, CONTRACTOR has the right to charge rental fees for the loaner for each day the machine is used by CITY (exceptions noted below). Rental fees will be those prevailing rates established by the CONTRACTOR. While in CITY's possession, any damage incurred to the loaner shall be the responsibility of CITY.

In the event equipment requires a prolonged stay at CONTRACTOR's shop for repairs or back order of parts, CONTRACTOR shall keep Contract Administrator/designee informed as to the delay at minimum, on a weekly basis, preferably via email. If a loaner is required due to delay on CONTRACTOR's part, there shall be no rental fees imposed. Repairs to CONTRACTOR's loaner equipment (due to normal wear and tear) while being utilized by CITY shall be CONTRACTOR's responsibility at no additional cost to the CITY, excluding supply items. Should replacement equipment be required, CONTRACTOR shall not charge CITY for rental fees while replacement is on order.

**5.3 REQUEST FOR EQUIPMENT CHANGE-OUTS.** Should a CITY department other than P&FD request a replacement of an electronic system, CONTRACTOR shall be required to notify Contract Administrator/designee such a replacement is being requested. The Contract Administrator/designee shall be involved in all work requested under this contract.

**6. CONTRACTOR'S RESPONSIBILITIES.** CONTRACTOR shall provide a single point of contact for all work completed under this contract; therefore, CONTRACTOR shall take full responsibility for the delivery, installation, testing, support, warranty, and maintenance of all items supplied.

**6.1** CONTRACTOR shall be responsible for working with Contract Administrator/designee to determine the products and installation requirements for each work order submitted.

**6.2** While on City property, CONTRACTOR'S employees shall wear uniforms or other approved apparel to identify as an employee of CONTRACTOR and at the CONTRACTOR's option have photo identification bearing the company name whenever at the job site.

- CONTRACTOR's vehicle shall bear the company name/logo whenever CONTRACTOR is traveling on CITY property and to/from various job sites.
- CONTRACTOR shall have in its employ a minimum of two (2) technicians assigned to perform service under this contract for CITY facilities. Technicians shall have performed installations and maintenance/repair on similar equipment for a minimum of two (2) years. Technicians shall be in the CONTRACTOR's employment at the time CONTRACTOR submits its response to this proposal. The technician's names, resumes and training certificates shall be furnished to CITY along with offer. Failure to provide this information may cause the CONTRACTOR's offer to be considered non-responsive.
- CONTRACTOR shall train an agreed upon number of CITY employees, designated by CITY in operation, maintenance, and overview of entire system(s). This training shall be held at an agreed upon site, during normal business hours. The class shall be conducted by a qualified instructor knowledgeable in access control operations and maintenance. CONTRACTOR shall submit a syllabus

of training to Contract Administrator/designee a minimum of two (2) weeks prior to scheduled training. Certification of Completion for training shall be provided to all CITY staff attending training. CONTRACTOR shall provide training information and schedule with response to Offer.

7. **REPAIR WORK OUTSIDE ROUTINE MAINTENANCE.** CONTRACTOR shall not execute any internal work orders generated from their inspections without Contract Administrator/designee approval. An approved Purchase Order number, or other CITY approved means of payment, shall be required prior to any repair work outside the routine service – NO EXCEPTIONS.

CONTRACTOR shall be able to perform repairs, troubleshoot, and reprogram all FACP's in use within CITY.

8. **REPLACEMENT PARTS.** CONTRACTOR shall bill CITY for replacement parts determined by Contract Administrator/designee and CONTRACTOR as not included in routine maintenance and additional equipment will be billed at CONTRACTOR's invoice price plus an agreed upon markup. Any invoices submitted in this matter must have copies attached of CONTRACTOR's invoices for the cost of parts and agreed upon markup. All material shall meet all manufacturers' specifications.
9. **INVOICES.** All invoices for service calls outside the routine maintenance must include location, equipment and identification information, summary of work performed including time of arrival at work site, date work was performed, technician's name, work order number and number of hours that was required for work to be performed.
10. **TOOLS AND EQUIPMENT.** CONTRACTOR shall provide all tools and equipment necessary to accomplish the testing and maintenance of systems and components referenced in herein. CITY's equipment and tools shall not be used. CONTRACTOR's equipment and tools are required to be in good condition and employees shall be trained in the proper operation of tools and equipment. CONTRACTOR's employees shall be trained and proper personnel protective equipment provided for working at heights.

**EXHIBIT C**  
**PRICE**

The labor rates offered shall include all direct labor and overhead, equipment, small tools, common expendables and sales tax. Labor rates shall be divided into work hours.

Installation / Maintenance / Repair Services

- |    |                                  |                             |
|----|----------------------------------|-----------------------------|
| 1. | Labor Rates:                     |                             |
|    | Regular Hours Service:           | \$65.00 per hour            |
|    | Emergency Regular Hours service: | \$75.00 per hour            |
|    | After-Hours Service:             | \$95.00 per hour            |
|    | Training:                        | \$55.00 per hour            |
| 2. | Products:                        | <u>18</u> % off list        |
| 3. | Access Cards (if required)       | \$2.50 (minimum order #100) |
| 4. | Key fobs (if required)           | \$3.50 (minimum order #10)  |

Costs/Fees listed above or on your attached pricing schedule shall include all overhead and profit. No billing will be accepted that shows any costs other than those listed on your attached pricing schedule. This includes, but is not limited to, secretarial, printing, delivery, rent, phone calls, overnight mail service, accounting, fuel, etc.

Repeat above section as necessary if the labor rate varies for the different manufacturers of equipment to be maintained.

## EXHIBIT D

### LOCATIONS OF READERS

LOCATION	ADDRESS	NO. OF READERS
AIRPORT WRF	905 E. QUEEN CREEK RD	4
CITY HALL – COUNCIL CHAMBERS	88 E. CHICAGO ST	16
CITY HALL - NEIGHBORHOOD RESOURCES/HOUSING	235 S. ARIZONA AVE	9
CITY HALL – PARKING GARAGE	240 S. WASHINGTON ST	6
CITY HALL – PRINT, MAIL & GRAPHICS	210 S. WASHINGTON ST	4
CITY HALL – TOWER (FIFTH FLOOR)	175 S. ARIZONA AVE	11
CITY HALL – TOWER (FIRST FLOOR)	175 S. ARIZONA AVE	18
CITY HALL – TOWER (SECOND FLOOR)	175 S. ARIZONA AVE	10
CITY HALL – TOWER (THIRD FLOOR)	175 S. ARIZONA AVE	12
COMMUNITY CENTER	125 E. COMMONWEALTH AVE	17
COURTS	200 E. CHICAGO ST	9
DOWNTOWN LIBRARY	22 S. DELAWARE ST	17
EEC	4050 E. CHANDLER HEIGHTS RD	2
FAMILY INVESTMENT CENTER	71 S. HAMILTON ST	4
FIRE ADMINISTRATION	151 E. BOSTON ST	16
FIRE MAINTENANCE (SUPPORT)	163 S. PRICE RD	6
FIRE STATION #1	911 S. HAMILTON ST	1
FIRE STATION #2	1911 N. ALMA SCHOOL RD	1
FIRE STATION #3	275 S. ELLIS ST	1
FIRE STATION #4	295 N. KYRENE RD	1
FIRE STATION #5	1775 W. QUEEN CREEK RD	1
FIRE STATION #6	911 N. JACKSON ST	1
FIRE STATION #7	6200 S. GILBERT RD	1
FIRE STATION #8	711 W. FRYE RD	1
FIRE STATION #9	211 N. DESERT BREEZE BLVD, WEST	3
FIRE STATION#10	5211 S. MCQUEEN RD	1
FIRE TRAINING	3550 S. DOBSON RD, BLDG A	11
HAMILTON AQUATIC CENTER	3838 S. ARIZONA AVE	14
INFORMATION TECHNOLOGY	275 E. BUFFALO ST	10
MCQUEEN YARD	975 E. ARMSTRONG WAY	16
METER SERVICES	975 E. ARMSTRONG WAY, BUILDING O	2

MUD ADMINISTRATION	975 E. ARMSTRONG WAY, BUILDING L	4
PARKS, FACILITIES & AQUATIC SERVICE CENTER	650 E. RYAN RD	18
PD CHANDLER HEIGHTS SUBSTATION	4040 E. CHANDLER HEIGHTS	20
PD DESERT BREEZE SUBSTATION	251 N. DESERT BREEZE BLVD, WEST	24
PD HEADQUARTERS	250 E. CHICAGO ST	53
PD HEADQUARTERS, NORTH	211 E. BOSTON ST	5
PD PROPERTY & EVIDENCE	576 W. PECOS RD	21
PRICE HOUSE	300 S. CHANDLER VILLAGE DR	4
REVERSE OSMOSIS	3737 S. OLD PRICE RD	2
SENIOR CENTER	202 E. BOSTON ST	5
SNEDIGAR RECREATION CENTER	4500 S. BASHA RD	11
SOLID WASTE	955 E. QUEEN CREEK RD	8
STREETS	975 E. ARMSTRONG WAY, BUILDING C	9
SUNSET LIBRARY	4930 W. RAY RD	4
TRANSFER STATION	955 E. QUEEN CREEK RD	1
TRANSPORTATION & DEVELOPMENT	215 E. BUFFALO ST, SUITE 201	20
TUMBLEWEED RECREATION CENTER	745 E. GERMANN RD	19
WASTE WATER	975 E. ARMSTRONG WAY, BUILDING J	4
WATER DISTRIBUTION	975 E. ARMSTRONG WAY, BUILDING K	5
WATER PLANT - BUSH WAY	625 W. BUSHWAY RD	1
WATER PLANT - FRYE	592 W. FRYE RD	2
WATER PLANT - LINDSEY	6300 S. LINDSEY RD	3
WATER TREATMENT	200 E. CHICAGO ST	3