Chandler · Arizona	PURCHASING ITEM FOR COUNCIL AGENDA	1. Agenda Item Number: 30
		2. Council Meeting Date: June 12, 2014
TO: MAYOR & COUNCIL		3. Date Prepared: May 27, 2014
THROUGH: CITY MANAGER		4. Requesting Department: City Manager – Building & Facilities

5. SUBJECT: Award agreement for CCTV and Video Cameras: Maintenance, Repair & Purchase

6. RECOMMENDATION: Recommend award of Agreement No. CM4-840-3368 for CCTV and Video Cameras: Maintenance, Repair & Purchase to ASSI Security of Arizona for a two-year period in an amount not to exceed $145,000.00 with options to renew for up to three (3) additional one-year periods.

7. HISTORICAL BACKGROUND/DISCUSSION: Security cameras are used around the City in various capacities to monitor City facilities. This contract provides maintenance and repair on the existing infrastructure equipment as well as the purchase and installation of new hardware. The Library Division has budgeted $75,000.00 for the on-going repair, maintenance, and installation of new cameras at their facilities. The Police Department has budgeted $50,000.00 for the repair and maintenance of existing security cameras along with addition of new equipment where necessary. Building and Facilities has requested $20,000.00 for repairs and maintenance for the City Hall security cameras and various other city buildings.

8. EVALUATION PROCESS: On February 27, 2014, Staff issued a Request for Proposals (RFP) for CCTV and Video Cameras: Maintenance, Repair & Purchase. The RFP was advertised and all registered vendors were notified. Four (4) responses were received and evaluated. The selection process was conducted in accordance with established City policies and procedures. An evaluation committee consisting of staff from City Manager, Community Services, City Magistrate, Police, and Municipal Utilities was formed to evaluate the proposals received using the evaluation criteria listed in the RFP. The evaluation committee recommends award to ASSI Security of Arizona 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 June 16, 2014, through June 15, 2016, 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, 5410, 5411 and 6315) accounts for this service.

10. PROPOSED MOTION: Move to award Agreement No. CM4-840-3368 for CCTV and Video Cameras: Maintenance, Repair & Purchase to ASSI Security of Arizona for a two-year period in an amount not to exceed $145,000.00 with options to renew for up to three (3) additional one-year periods.

ATTACHMENT: Agreement

APPROVALS	
11. Requesting Department Kris Kircher, Facilities Maintenance Manager	**12. Department Head** Marsha Reed, Assistant City Manager
13. Procurement Officer Kristy Garcia, CPPB	**14. City Manager** Rich Dlugas

CITY OF CHANDLER SERVICES AGREEMENT
CCTV AND VIDEO CAMERA'S
AGREEMENT NO.: CM4-840-3368

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and ASSI Security of Arizona (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 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 access control 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.

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 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 verification.

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: One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.

2.7. **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.

3.1. **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.

3.2. **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.

3.3. **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.

3.4. 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:

4.1. CITY shall pay to CONTRACTOR an amount not to exceed **One Hundred Forty Five Thousand Dollars ($145,000) for a two-year period,** 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.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Price Adjustment (Term). All prices offered herein shall be firm against any increase for two (2) years 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.

4.7. 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.

4.8. 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 contract term is for a **two year period, June 16, 2014 through June 15, 2016**, subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one 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 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.

If required to provide services on a school district property at least five (5) times during a month, CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

10.2. **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.

10.3. **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, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees

12. **INSURANCE:**

1. <u>General.</u>

A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of

Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

2. The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.

5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.

8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

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		In the case of the CONTRACTOR	
Contract Administrator:	Buildings & Facilities	Firm Name:	ASSI Security of Arizona
Contact:	Larry LaMay	Contact:	Aaron Abril
Mailing Address:	PO Box 4008, MS 906	Address:	21602 N 20th Ave
Physical Address:	650 E Ryan Rd	City, State, Zip	Phoenix, AZ 85027
City, State, Zip	Chandler, AZ 85244	Phone:	623-581-0101
Phone:	480-782-2501	Fax:	623-581-9726
Fax:	480-782-2560	E-Mail:	aarona@assiaz.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 all 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 _____, 2014.

FOR THE CITY OF CHANDLER

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

SEAL

FOR THE CONTRACTOR

By: Michael W. Liebeck
Signature President

ATTEST: If Corporation

Michael W. Liebeck
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.

Contract Number: CM4-840-3368 CCTV AND VIDEO CAMERA'S		
Name (as listed in the contract): ASSI Security of Arizona		
Street Name and Number: 21602 N 20th Ave		
City: Phoenix	**State: AZ**	**Zip Code: 85027**

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: AARON ABAIL

Title: SYSTEMS DESIGN ENGINEER

Date (month/day/year): 5/30/2014

EXHIBIT B
TECHNICAL SPECIFICATIONS

1. **GENERAL REQUIREMENTS.** CONTRACTOR shall provide periodic testing, maintenance/repair and installation services for low voltage electronic equipment for close circuit TV and video recording devises, and at various CITY locations on city-owned systems. Work shall include electronic purchase, installation and maintenance of closed circuit television (CCTV), video recording devices (e.g. Axis cameras). The contract is inclusive to establish sources for new products, for repair and installation services for the various CCTV and video recording devices 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 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.

1.2 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.

1.3 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. Such notification must be received no later than ten (10) days prior to the proposal due date.

1.4 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 ensure all 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. Pelco/Endura, DMP, Avigilon and ExacQ).

- CONTRACTOR shall have a State of Arizona Board of Technical Registration certificate.

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.** CONTRACTOR shall prepare a book of CITY locations to be serviced and provide such book to Contract Administrator/designee within sixty (60) days of contract award. Such book shall 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 twelve months, or as changes are made.

4. **PERIODIC TESTING SERVICE.** The CONTRACTOR shall upon request by the City, provide inspection and testing services. One copy of the inspection report shall be left at each site along with a complete copy provided to Building & Facilities. The following services shall be performed during all tests and inspections:

- Clean, adjust, and test all equipment
- Inspect and test outlying field devices
- The testing shall be established at a time mutually convenient to the City and the CONTRACTOR. The City shall give CONTRACTOR 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.

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, CCTV 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.

CITY has both analog and IP 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 Building & Facilities 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.

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:	$ 60.00 per hour
Emergency Regular Hours service:	$ 70.00 per hour
After-Hours Service:	$ 95.00 per hour
Training:	$ 55.00 per hour

2. Products: 20 % off list

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