

## Contract Renewal Notice



City Procurement Office/City of Tempe • PO Box 8002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

**Contract Number:** T08-186-01

**Issue Date:** 08/09/2011

**Vendor Number:** 0000080376

Stanley Convergent Security Solution, Inc  
55 Shuman Blvd, Ste. 900  
Naperville, IL 60563

**Contract Renewal:** 08/18/2011

Through

**Contract Expiration:** 08/17/2012

**Contract Description:** Security System Installation &  
Maintenance

**Contract Term Status:** 2

### Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

***Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe Included as additional Insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.***

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

**Legal Compliance:** Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Tony Allen  
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548  
Phone No. (480) 350-8648

**To Be Completed and Signed By Contractor**

Contractor's Name: Stanley CSS E-mail Address: JNavarro@stanleyworks.com  
Contractor's Mailing Address: 2440 W. MISSION LN. PHOENIX, AZ 85021.  
Contractor's Phone/FAX: Phone No. (602) 625-6363 Fax No. (602) 674-5110  
Contractor's Authorized Signature [Signature] Date: 6-9-2011  
Insurance Expiration Date: 07/01/2011 Contractor must provide insurance renewal by: 07/01/2011

**City of Tempe Contract Renewal Acceptance**

[Signature]  
City Procurement Officer Signature

7-8-2011  
Date

[Signature]  
Central Services Administrator Signature

7/14/11  
Date



**CONTRACT AWARD NOTICE**

Vendor ID 0000080376  
STANLEY CONVERGENT SECURITY SOLUTION INC  
55 SHUMAN BLVD STE 900  
NAPERVILLE IL 60563

Contract ID T08-186-01	Page 1 of 1
Contract Date 08/18/2008 to 08/17/2010	
Description: Security system purchase, Inst	

**PO ADDRESS**  
20 E 6TH ST  
Tempe AZ 85281  
(602) 350-8324  
www.tempe.gov/purchasing

Line #	Item Desc	Qty	UOM	Amt
1	Hourly rate for installation and testing	1.00	EA	65.00
2	Hourly rate for non-warranty service (normal working hours)	1.00	EA	75.00
3	Hourly rate for non-warranty service (after hours)	1.00	EA	115.00
4	Part discount per proposal		EA	0.00

This Contract Award Notice is issued for the purchase of Security System purchase, installation and maintenance per the terms, conditions, specifications and requirements of Bid # 08-186. The contract shall remain in effect through 08/17/2010 unless extended, renewed or cancelled per terms and conditions of Contract number T08-186-01. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

The Contract number T08-186-01 must appear on all receivers, invoices and statements. Invoices must be segregated by City departments and mailed directly to each City customer department. Invoices must be mailed to the following address: City of Tempe, Department and contact Person, P.O. Box 5002, Tempe, AZ. 85280. Statements must be mailed to: City of Tempe, Accounting PO Box 5002, Tempe, Arizona 85280.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

**Vendor Contact:** John Navarro  

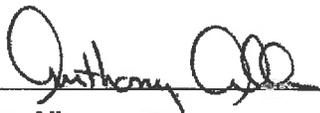
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**Phone:** 602/625-6363  

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**Email:** jnavarro@stanleyworks.com  

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**Tony Allen**  
Procurement Officer

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**Michael Greene, CPM**  
Central Services Administrator

## Vendor's Proposal Offer

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

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

Proposal Offeror's Company Name	<u>Stanley Convergent Security Solutions</u>		
Company Mailing Address	<u>2440 W. Mission LN. Suite #16</u>		
Company Street Address	<u>Same</u>		
Proposal Offeror Contact	<u>JOHN Navarro</u>	Title	<u>SR. Systems Integrator</u>
Contact's Phone No.	<u>602-625-6363</u>	E-mail Address	<u>JNAVARRO@STANLEYWORKS.COM</u>
<u>Proposal Offeror's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-536574-D</u>	or	
Arizona Use Tax No.			
Federal I.D. No.	<u>35-1842918</u>		
City & State Where Sales Tax is Paid	<u>Phoenix</u>		<u>AZ</u>

### THIS PROPOSAL IS OFFERED BY

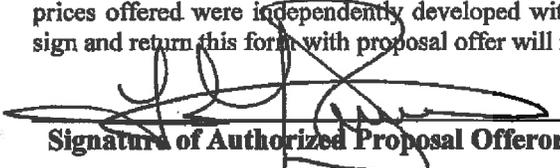
Authorized Proposal Offeror (Type or Print in ink) JOHN Navarro

Proposal Offeror's Title (Type of Print in ink) SR. SYSTEMS Integrator

Date 7-2-08

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

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

  
Signature of Authorized Proposal Offeror

7-2-08  
Date

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

## INSTRUCTIONS TO PROPOSAL OFFERORS

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

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

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

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.
3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

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

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.
15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office

first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

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

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

## STANDARD TERMS & CONDITIONS

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

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

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
  - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer", Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
  - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this RFP and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this RFP and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and Contractor.
5. **Contract Formation:** This contract shall consist of this RFP document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this RFP document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

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

B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

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

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

18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

## SPECIAL TERMS AND CONDITIONS

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

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for one hundred twenty (120) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twenty-four (24) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of thirty-six (36) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Contract Termination:** This contract may be terminated without default by the City by providing a written sixty (60) day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the Contractor for acting or failing to act as follows:
  - A. The Contractor provides material that does not meet the specifications of the contract;
  - B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;
  - C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

- D. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
- D. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:
- i) Deduction from an unpaid balance;
  - ii) Collection against the bid and/or performance bond, or;
  - iii) Any combination of the above remedies or any other remedies as provided by law.

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

10. **Three Hundred Sixty-Five (365) Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for three hundred sixty-five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until one year from the date of the last approved price increase.

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

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

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

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

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

12. **Current Products:** All offers made in response to this RFP shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this RFP. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
13. **Inventory:** The City has an ongoing requirement for the material indicated in this RFP1. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
14. **Minimum Seven (7) Year Local Inventory:** Due to the extreme importance of the material(s) (equipment/product) to be purchased from this contract, the offeror (if awarded the contract) agrees to maintain a local inventory of parts and maintenance supplies for a minimum of seven (7) years beyond the installation and acceptance of the installed equipment. Thereafter, the offeror, if awarded the contract (Contractor) agrees to provide the City with at least a ninety (90) day notice of any plans to relocate or discontinue maintenance parts and supplies that are critical to the upkeep of provider's (seller's) equipment installed as result of this RFP.  
  
Failure to maintain this provision will entitle the City to pursue legal action for damages against equipment provider (seller).
15. **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, each offeror must have local a inventory warehouse facility. Each facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the Warehouse facility to determine adequacy.
16. **Local Maintenance:** In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each offeror must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the material (equipment/product) specified. The City Procurement Office may inspect the maintenance facilities to determine adequacy.
17. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
18. **Permits:** The Contractor shall be responsible for obtaining all required permits for installations.
19. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

20. **Site Clean-Up:** The Contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.
21. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

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

#### **Minimum Limits Of Insurance**

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Other Insurance:** (If applicable, see supplement.)

#### **Deductibles And Self-Insured Retentions**

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

#### **Other Insurance Provisions**

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

1. **Commercial General Liability and Automobile Liability Coverage:**
  - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

- b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**Other Insurance Requirements: Contractor shall:**

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

### **Subcontractors and Sub-Subcontractors**

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

### **Safety**

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

22. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. **"PRICES SHALL NOT BE READ"**. After contract award, the proposals and the evaluation documentation shall be open for public inspection.
23. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.
24. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly-itemized statement. Unless terms other than net thirty (30) days are offered as a discount.
25. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
26. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

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

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

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

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

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

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

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

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

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

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

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

32. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.
33. **Sub-Contractor (s):** The City reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.
34. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed wackers, etc. Monitoring of safer work performance will be performed by City staff.
35. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the contractor(s) when necessary. The Contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

## Scope

The City of Tempe is issuing this solicitation to establish a contract for the purchase and installation of Security System(s) and Related Apparatus for various locations through out the City. The term of the contract is two-years with renewal options per the Special Terms and Conditions of this Request for Proposal (RFP).

Contractor must be a Hirsch factory trained/certified supplier and installer with a currently established facility in the Phoenix Metropolitan Area, including equipment, supplies, and staffing.

The Contractor shall be responsible for working with the City's Facilities Maintenance Division and other City staff to determine the products and installation requirements for each project. The Contractor shall provide all labor, equipment, supplies, storage, test, acceptance testing, training and transportation necessary to complete the scope of each project as specified by the City Facilities Maintenance Supervisor or designated personnel.

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

The Contractor's responsibility will be for the proper installation, operation and testing of equipment installed, this will include:

- Conduit layout and sizing
- Wire and cable layout and sizing
- Point to point wiring and equipment hook-up information
- Equipment mounting details
- Design of equipment cabinets
- Other configuration work as required

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program or any required employee training records or certificates.

Due to the critical nature of this equipment the Contractor must be able to provide 24 hour, seven day a week service. The Contractor shall respond to verbal/e-mail service calls and be on site within four (4) working hours after notification. The response time begins when the City designee places the call to the Contractor.

## **Specifications**

It is preferred that the contracting firm and the contracting firm's personnel utilized for access control and security equipment installation conform to these requirements.

### **Preferred Requirements**

1. The Contractor is to be primarily engaged in the business of furnishing and installing Hirsch access control systems and all related security equipment and been actively engaged in this field for an appropriate period of time.
2. Key personnel utilized by the Contractor in the installation of the access control and security equipment must have experience and factory training/certification in Hirsch, Velocity access control systems and camera equipment approved to be installed. This requirement shall be met by submission of a short resume outlining the experience and training/education along with the factory certification documents of any personnel designated by the Contractor to perform under this contract. The Contractor must certify to the Facilities Maintenance Supervisor that all personnel scheduled to work within the City's facilities have had and passed pre-employment background checks.
3. The Contractor is to have an established business office in the Phoenix Metropolitan area to allow efficient service to this contract.

The Contractor must have the ability to provide the City with the following:

1. Complete as built drawings, including point to point wiring diagrams of all system integration and work completed.
2. AutoCAD 24" x 36" plots and one CD of all drawings.
3. Be on site for all initial startup to provide troubleshooting/testing support and technical expertise.
4. Provide training and operations/maintenance manuals for all hardware provided under this contract.

### **Design**

1. Overall system design will be the responsibility of the City of Tempe.
2. Configuration of security system at each site will be through site visits including the Contractor and the City of Tempe Building Maintenance Supervisor or designee. Determination of equipment required and location will be established during these visits for which the City of Tempe will accept responsibility.

Qualified City of Tempe employees will make all high voltage electrical connections.

### **Requirements**

Each offeror shall guarantee that the equipment will, during the length of this contract and all subsequent contracts, be products currently manufactured, newly assembled and the latest, most improved model in current production. Units shall be of first quality as to the workmanship and materials.

The Contractor shall furnish and install complete operational systems whether or not all items necessary to make the systems operational are specified or listed.

All manufacturers' equipment and materials specified upon award of this contract will be maintained throughout this contract and all subsequent contract extensions.

Within fifteen (15) days of the site visit to determine the configuration and design project, the Contractor will provide quotations and specifications, listing all equipment, materials, and labor.

Within thirty (30) days of the site visit to determine the configuration and design, the Contractor will begin work if approved. Installation will be continuous during normal working hours, 7:00 a.m. thru 4:30 p.m., Monday thru Friday, until completed.

With the exception of agreed upon and documented "shop work", all billed hours will begin and end at the assigned job site.

### **Warranty**

New installations will be warranted (parts and labor) for a period of not less than 12 months from the date of acceptance by the City of Tempe.

In cases where the equipment cannot be repaired within 12 working hours after satisfactory response to notification of the malfunction, as determined above, the Contractor shall provide replacement equipment within 12 additional hours, of equal or greater capability. The replacement equipment shall remain in service until the repair of the original equipment is completed at no cost to the City. If equipment or parts are required to be shipped from the manufacturer or supplier, the Contractor will utilize overnight shipping service including weekends and holidays at no additional cost to the City.

### **Non-Warranty**

Contractor agrees to provide the City of Tempe factory authorized service to all out-of-warranty security equipment in place within City facilities at service hourly rates and material pricing agreements contained within this document.

Offerors shall provide hourly rates and percentage off list price. Percentage off list price will be taken from the most current manufacturer price sheet.

All work performed under the resulting contract shall be in accordance with the manufacturer's instructions.

Offerors shall submit a letter or agreement from the manufacturer with their response that states that the Contractor is a bona fide dealer for the equipment and software or is authorized to submit an offer for the equipment.

### **Testing**

All testing shall be in accordance with NFPA - National Fire Alarm Code and Hirsch Electronics testing procedures.

The Contractor shall perform a functional check of all equipment to insure proper operation.

### **Tools and Equipment**

The Contractor shall provide all materials, tools, and test equipment necessary for the service requested within this RFP.

**Methods and Equipment**

All work persons shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment required to perform all work properly and satisfactory.

Any persons employed by the Contractor or any sub-contractor(s), who in the opinion of the City of Tempe ordering division, do not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall at the written request of the City of Tempe be removed from the work by the Contractor or sub-contractor(s) employing such persons. These persons shall not be employed again in any portion of the work without the approval of the City of Tempe. The Contractor or sub-contractor(s) shall keep the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

## Proposal Questionnaire

1. List the address of your local office from which this City of Tempe contract will be administered. Include information on the size of the facility, sales staff, and warehouse inventory.

Stanley Convergent Security Solutions

2440 W. Mission LN. Phoenix, AZ. 85021

\* Please See Attached company overview and local office info.

2. Will your company provide 24 hour, 7 days a week hotline and service for emergency (after-hours) service and repairs?

Yes  No

3. Who is your inside Customer Service contact for the City of Tempe?

Name: JOHN NAVARRO

Phone: 602-625-6363

4. Does your company accept all terms, conditions, and specifications of this RFP?

Yes  No

5. Does your firm meet all preferred requirements as noted in the specifications of this RFP?

Yes  No

6. Provide three local government and/or large industry references to which you have provided similar services for the past 5 years.

Company Name

Contact

Phone #

CITY OF TUCSON - MIKE MOLINA - 520-240-1309

GREENLEE COUNTY - CHARLES BERUBE - 928-651-3957

CITY OF PHOENIX - GARY POLEGA - 602-542-4866

7. Will your company perform all work for this contract in conformance with all OSHA safety requirements?

Yes  No

8. Will your company perform all work for this contract in conformance to NFPA 70E?

Yes  No

9. Provide your firm's experience

\* SEE Attached Local Office information.

\* NOTE: Stanley is the current Security Integrator for the City of Tempe.

10. Indicate the staffing by category (management, technician, administrative, laborer, etc.) and count of all personnel at your local office.

\* SEE Attached Local office information.

\* NOTE: Stanley personnel have installed most of the security systems at the City during the last 8 yrs.

11. Indicate the total number of active accounts currently being serviced from your local office.

Stanley has 4800 accounts in Arizona.

12. What is your parts and service availability?

Our service is 24/7 365 Days a year.

WE have seven dedicated service vans fully stocked and a Warehouse with over one million dollars of Inventory.

## Proposal Checklist For Submittals

- One- (1) signed and complete original of the RFP response, including "Vendor's Proposal Offer" (Form 201-B).
- The Proposal Questionnaire has been completed and included .
- Price Information completed and included.
- Any addendum(s) have been included
- Copy of License
- Catalog and pricing schedule for all items proposed as "discount percentage off list price" including Hirsch, March, Best Access and Wi-Lan products.

## Evaluation

An Evaluation Committee composed of Public Works, Procurement and other City staff will review the responses and score them accordingly to the criteria listed below. The criteria are defined in the Specifications. Vendors receiving the highest scores may be invited to provide the committee with a presentation prior to final scoring.

Award Criteria	Weight	x	Rating	=	Value
1. Costs	5	x	_____	=	_____
2. Experience of contracting firm and assigned personnel	5	x	_____	=	_____
3. Ability of firm to provide services required by the City of Tempe	4	x	_____	=	_____
4. References	3	x	_____	=	_____
5. Overall response to RFP	2	x	_____	=	_____
			Total	=	_____

This proposal will be evaluated on a cumulative point system.

**Scoring**

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Company Name: Stanley Convergent Security Solutions  
**PRICE SHEET**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
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Group A. Hourly Rates

- |    |  |    |                         |
|----|--|----|-------------------------|
| 1. | Hourly rate for installation and testing   | \$ | <u>65<sup>00</sup></u>  |
| 2. | Hourly rate for non-warranty service (normal working hours).<br>Identify normal working hours: <u>M-F 7:30-4:30 PM</u>     | \$ | <u>75<sup>00</sup></u>  |
| 3. | Hourly rate for non-warranty service (after hours). Identify<br>normal working hours: <u>SAT, SUN, M-F 4:31 PM-7:29 AM</u> | \$ | <u>115<sup>00</sup></u> |

Group B. Non-Hourly Rate Items

1. Hirsch Equipment

Discount percentage off list prices: 20 %

List the discount percentage from the most current published list price on ALL HIRSCH equipment. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

2. March Networks DVR or approved alternate

Manufacturer Name \_\_\_\_\_

Discount percentage off list prices: 50 %

List the discount percentage from the most current published list price on ALL MARCH equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

3. Pelco Equipment or approved alternate

Manufacturer Name \_\_\_\_\_

Discount percentage off list prices: 30 %

List the discount percentage from the most current published list price on ALL MARCH equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

4. Best Access Equipment or approved alternate

Electromechanical Door Hardware

Manufacturer Name \_\_\_\_\_

Discount percentage off list prices: 40 %

List the discount percentage from the most current published list price on ALL BEST ACCESS SYSTEMS equipment or approved alternate Electromechanical Door Hardware manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

Company Name: Stanley Convergent Security Solutions

**PRICE SHEET**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
5.	Wi-Lan Inc. Radio Communication or approved alternate Manufacturer Name _____ Discount percentage off list prices: <u>60</u> % List the discount percentage from the most current published list price on ALL WI-LAN equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)  * Applicable Tax <u>8.1</u> %		

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

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