

AGREEMENT FOR
Maintenance, Repairs and Materials for Fire and Life Safety
City of Glendale Solicitation No. RFP 25-29

This Agreement for Maintenance, Repairs and Materials for Fire and Life Safety ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and A P Fire Protection LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2025.

RECITALS

- A. City intends to undertake certain tasks or work for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-29 (the "Statement of Work" or "SOW");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the SOW attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the SOW is completed timely and efficiently consistent with SOW requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the SOW and handle all aspects of the SOW (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the SOW schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the SOW by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the SOW by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the SOW's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the SOW who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the SOW.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the SOW is completed timely and efficiently in accordance with its terms.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the SOW ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the SOW Budget, Contractor will meet to review the SOW, Schedule, SOW Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another SOW without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for Completion of the Work in the SOW.**

4.1 Compensation. Contractor's compensation for the SOW, including those furnished by its Sub-contractors will not exceed \$3,000,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in the SIW. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the SOW is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the SOW contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the SOW will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with SOW closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the SOW must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the SOW.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 **Representatives.**
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the SOW, and his or her address for Notice delivery is:

A P Fire Protection LLC
c/o Andrew Baker
7612 N. 71st Ave.
Glendale, AZ 85303
 - b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Shoalynn Gilliland
5850 W. Glendale Ave.
Glendale, Arizona 85301
(623) 930-2863

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the SOW.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A SOW
- Exhibit B Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

A P Fire Protection LLC,
an Arizona Limited Liability Company



By: Andrew Baker
Its: Business Development

EXHIBIT A
Maintenance, Repairs and Materials for Fire and Life Safety
SOW

See attached Scope of Work.



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The City of Glendale (City) is seeking proposals from qualified contractors to provide preventative maintenance, repairs on multiple types of manufactures' equipment and materials for Fire and Life Safety Systems.

The city has a high level of expectation that all install technicians and service technicians sent onsite are certified for the equipment that they will be installing or troubleshooting. The Contractor will be called on when it comes to the design and installation of various manufacturers' equipment on all remodels as well as new builds. This contract will require that the Contractor be able to work with multiple departments to meet the expectations set forth in the scope of work.

2. BACKGROUND

The City of Glendale is comprised of multiple buildings including city offices, support and operations facilities, police and fire stations, water treatment facilities, recreational centers, and a regional training center. The City of Glendale Facilities Management Division is responsible for providing preventative maintenance and repairs to all City buildings and facilities. The Division shall maintain oversight of the Contractors' performance of these services.

The City of Glendale reserves the right to award in whole or in part, by item or groups of items, by categories or geographic area, make multiple awards, or re-assign buildings after award, where such action serves the City's best interest. The City of Glendale reserves the right to competitively solicit additional contractors, at the City's sole discretion, in cases where the awarded Contractors are of an insufficient number or skill set to satisfy the City's needs or to ensure adequate completion on any project or task order work.

Contractors are strongly encouraged but not required to respond on all categories. Contractors able to service only one (or more) categories are encouraged to respond to those individual categories. Although the City anticipates routine use of services under this contract, no commitment of any kind concerning actual use of services is expressed or implied.

3. OBJECTIVES

The city takes pride in providing a safe environment for its citizens and employees. All Contractors awarded as a result from this solicitation shall ensure they manage their contract efficiently, perform all requirements stated in the contract, meet performance expectation/standards, and manage their employees to ensure there is no adverse impact to the city. Additionally, the city's goal is to reduce the city's time in monitoring vendor performance. Consistent communication with the City Representatives is key to meeting the requirements



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

in the Scope of Work. The city is open to contractor suggestions to gain efficiencies throughout the contract term.

4. CURRENT PRODUCT ENVIRONMENT

- Product Distribution and installation of Fire Alarms
- Fire Alarm System
- Fire Extinguishers
- Fire Suppression System
 - Sprinkler System
 - Main Drain Valves
 - Water Supply Systems
 - Flow Switches
 - Tamper
 - Pre-Action Systems
 - Back-Flow Preventers
 - Clean Agent Systems
 - Fire Pumps
 - Fire Hoses
 - Fixed Wet Systems (Kitchen Hoods)

5. SCOPE OF WORK

5.1. INSTALLATIONS, MAINTENANCE, AND REPAIRS:

- 5.1.1.** Additional certifications may be required to repair and maintain the security systems or to apply fire and safety treatments to applicable materials
- 5.1.2.** All equipment specified must be inspected, tested, serviced and repaired in accordance with current NFPA, Federal, State and Municipal codes, rules, regulations and ordinances.
- 5.1.3.** Inspections/testing may be conducted monthly, bi-monthly, quarterly, semi-annually or on an annual basis.
- 5.1.4.** Technicians must be certified and trained to perform maintenance, installations, and repairs on all systems awarded under the contract
- 5.1.5.** All work must be performed according to manufacturer's instructions
- 5.1.6.** Warranties must be reviewed on products prior to performing maintenance and repairs to ensure City is not paying for services that are covered under warranty
- 5.1.7.** The Contractor must provide applicable software updates, patches/fixes as part of the maintenance program.
- 5.1.8.** The Contractor must re-execute any work that fails to conform to requirements of the contract.



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.1.9. The Contractor shall immediately remedy any defects due to faulty workmanship. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated costs).
- 5.1.10. The Contractor must designate certified technicians to ensure performance measures are met
- 5.1.11. All related work, offeror must possess all valid certifications and/or licenses as required by federal, state, or local laws at the time of submittal

5.2. LOW VOLTAGE SYSTEMS:

- 5.2.1 **Design:** The Contractor must have fully certified, qualified and trained personnel with the ability to design a turnkey solution for Fire Protection
- 5.2.2 **Installation:** The Contractor must have qualified staff with the ability and applicable certifications to install/repair equipment and monitoring systems
- 5.2.3 **Technology:** State of the art technology solutions and (added) innovative solutions to improve efficiencies must include reporting and alert systems, online access to data, mobile device management, etc.
- 5.2.4 **Training/Quality Assurance:** Training must be available upon implementation of the new program as well as ongoing and continuous communication and quality assurance. Resources must be made available for quick tutorials on how to obtain Alarm history, view Monitoring Location information and access to similar reporting features.

5.3 FIRE ALARM SYSTEMS:

- 5.3.1 The fire alarm system must comply with requirements of **NFPA** Standard 72 for Protected Premises Signaling Systems except as modified and supplemented by this specification. The system shall be electronically supervised and monitor the integrity of all conductors
- 5.3.2 The system and its components must be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation must be in compliance with the UL listing
- 5.3.3 The system installation shall be supervised by a minimum **NICET** (minimum Level II Fire Alarm Technology) technician on site to guide the final checkout and to ensure the systems integrity
- 5.3.4 The system shall provide or be capable of expansion to meet various sizes of projects
- 5.3.5 Alarm signals arriving at the **FACP** shall not be lost following a primary power failure (or outage) until the alarm signal is processed and recorded
- 5.3.6 All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a protective signaling system, meeting the National Fire Alarm Code



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.3.7** All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation
- 5.3.8** All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load
- 5.3.9** Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer
- 5.3.10** All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in **NFPA 70** (e.g., Fire Power Limited Riser)
- 5.3.11** All field wiring shall be electronically supervised for open circuit and ground fault
- 5.3.12** Systems shall have the ability to display or print system reports
- 5.3.13** The display board shall reflect the status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones
- 5.3.14** The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected, given a rust-resistant prime coat, and manufacturer's standard finish
- 5.3.15** The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators. For convenience, the door may be site configured for either right or left-hand hinging
- 5.3.16** Horn Strobes / Strobe lights shall meet the requirements of the ADA, UL Standard 1971, be fully synchronized, the maximum pulse duration shall be 2/10 of one second, the strobe intensity shall meet the requirements of UL 1971 and the flash rate shall meet the requirements of UL 1971 and have selectable tone options of temporal 3 and non-temporal continuous pattern
- 5.3.17** Manual fire alarm boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status
- 5.3.18** System shall work with ionization smoke sensors, photo electronic smoke sensors, and thermal sensors. The heat detectors shall be available in a variety of settings, from 135° to 195°, or with a rate-of-rise temperature setting. Thermal units shall not be the only sensors used in a system



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

5.4 FIRE EXTINGUISHERS:

- 5.4.1 Must provide the City replacement portable fire extinguishers of equal size and type should any contracted equipment require off-site servicing at no additional cost.
- 5.4.2 Must be responsible for providing the City staff with the serial number of each fire extinguisher removed from the site for repairs and/or any other reason
- 5.4.3 Ensure all work is performed to current **NFPA** standards as well as State and Local codes
- 5.4.4 Perform visual inspection of ALL fire extinguishers annually
- 5.4.5 Perform hydrostatic/maintenance tests, if needed
- 5.4.6 Cleaning and re-hanging all extinguishers
- 5.4.7 Review of extinguisher placement, sizes and types
- 5.4.8 New certification tags, as required
- 5.4.9 Provide a written report as well as verbally notify City staff of all non-compliant extinguishers
- 5.4.10 All fire extinguishers must be returned to their proper location(s) prior to the submission of invoice(s)

5.5 FIRE SUPPRESSION SYSTEMS AND BACKFLOW TESTING:

- 5.5.1 All inspection forms utilized in this contract shall meet the minimum requirements as specified in **NFPA** Fire Protection Systems, current edition, Inspection, Test, and Maintenance manual
- 5.5.2 All supplies, materials, and chemicals will be new and unused
- 5.5.3 The fire suppression contractor must have the ability to place a building in test. All tests performed by the Contractor that will trigger the building's fire alarm systems are required to disable and enable the fire panel so as not to disrupt building occupants
- 5.5.4 Must have access to use a closed recovery system and comply with all CFC regulations including Federal Clean Air Act for stratospheric ozone protection, or any codes, rules, or laws that apply
- 5.5.5 Must perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work, the Contractor is responsible for cleaning and removing all debris, materials and equipment associated with the work performed from the job site
- 5.5.6 Provide all labor, supervision, parts, tools, equipment, transportation, and all effort necessary to perform said services in accordance with all National Fire Protection Association (**NFPA**) or local codes and standards and the specifications herein. All repairs shall be billable except for repairs required due to negligence on the part of the contractor or any subcontractor
- 5.5.7 All technical staff shall be thoroughly trained and licensed on fire suppression systems and backflow repair and maintenance



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.5.8 Must have the CSA or **NICET** Level 2 Certification. Proof of such must accompany bid package
- 5.5.9 Copies of employee certification or completion of acceptable training on fire suppression system/backflow must accompany the bid package
- 5.5.10 Fleet service truck shall carry a sufficient supply of repair parts and equipment to perform routine fire suppression service and repairs
- 5.5.11 The Contractor shall have a local shop and/or warehouse that stock parts to keep their trucks supplied daily

5.6 FIRE SPRINKLER SYSTEMS:

- 5.6.1 Annual inspections with tests as recommended quarterly, semi-annually, and annually per **NFPA 25** standards. Some sites will require testing to be conducted performed during weekend hours
- 5.6.2 Must inspect and test systems to ensure the proper, efficient, reliable, and safe performance of all equipment. Work shall be in accordance with **NFPA 25** or local codes, equipment manufacturer's recommendations, and the specifications herein. Any federal or municipal codes, rules, and/or regulations shall prevail over the specifications listed herein
- 5.6.3 A discharge hose shall be installed at all main drains and inspector test discharge lines during testing to prevent damage and erosion to site landscaping. Any damage to landscaping shall be the responsibility of the Contractor to repair at no additional cost to the City. Should the City find it necessary to make any repairs for landscape damage or erosion caused by the Contractor, the cost shall be deducted from monies owed to the Contractor
- 5.6.4 Water leaks found in plumbing lines that serve a fire suppression system shall be noted for repair as a billable item, unless the leak is caused by the Contractor wherein repairs costs shall be incurred by the Contractor
- 5.6.5 Ensure that the electrical and/or water fire alarm bell is activated on flow test
- 5.6.6 Inspect sprinklers, sprinkler piping, pipe hangers, seismic braces, and look for missing or broken escutcheons to ensure all are in good condition
- 5.6.7 Notify City staff of deficiencies for repair authorization prior to repair
- 5.6.8 Water storage tanks must be inspected annually. Test level switch and alarms. Lubricate all float assemblies
- 5.6.9 All discrepancies and required repairs must be noted on the inspection form and forwarded to City staff
- 5.6.10 Complete and attach new inspection tag or punch existing tag.

5.7 FIRE PUMPS:

- 5.7.1 Must perform inspections and tests annually



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.7.2 All inspections, testing, and service of fire pumps systems shall be in accordance with current **NFPA**, Federal, State, and Municipal codes, rules, regulations, and ordinances
- 5.7.3 Notify City staff that testing will be conducted and upon completion
- 5.7.4 All Jockey pumps and main fire pumps must be inspected quarterly for leaks, corrosion, and proper operation. Record start and stop pressures on Jockey and main pump during quarterly sprinkler inspection. Routine cleaning and adjustments of pump packing shall be incorporated into the test and inspect cost and must be completed during the quarterly test
- 5.7.5 Ensure all safety devices and relief valves are functioning properly during the quarterly sprinkler service
- 5.7.6 Lubricate pump motors and all associated valves annually
- 5.7.7 Perform fire pump flow test annually as specified in systems in accordance with current **NFPA**, Federal, State, and Municipal codes, rules, regulations, and ordinances
- 5.7.8 Clean up all water spills
- 5.7.9 Complete and attach new inspection tag or punch existing

5.8 FIRE HOSE:

- 5.8.1 Must provide inspections and tests annually for each hose and hose cabinet with lined PCT hose is to be tested, inspected, and serviced using the current NFPA codes
- 5.8.2 Replace all defective, missing unlined hoses
- 5.8.3 Replace all missing break bars and chains on locking-type glass front cabinets and ensure door is operating properly. Parts missing shall be charged as a material cost to the City
- 5.8.4 Replace any missing or inoperable nozzles with plastic fog type units. Missing nozzles shall be a chargeable material to the City
- 5.8.5 Install new gasket (if needed) in female hose fitting
- 5.8.6 The new gasket (if needed) in female hose fitting
- 5.8.7 The City may request the Contractor to replace a hose cabinet that is worn, vandalized, or damaged due to rust or corrosion. This shall be done as a time and material cost

5.9 PRE-ACTION SYSTEMS:

- 5.9.1 Must perform inspection and test semi-annually. Test the deluge and pre-action systems semi-annually and trip test annually. All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered. Alarm system contractor to be present during testing to ensure reporting to main fire panel and bypassing of building system devices
- 5.9.2 Must notify City staff that testing will be conducted and notify when testing is completed as well as of any repairs and maintenance issues that are needed



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.9.3** Any **VESDA** systems reporting directly to a pre-action panel shall be the responsibility of the Contractor as an all-inclusive service
- 5.9.4** Must supply replacement parts (i.e., filters, etc.), calibrations, and any preventive maintenance required to maintain system to manufacturers' specifications or current codes or laws
- 5.9.5** Complete and attach new inspection tag or punch existing

5.10 BACKFLOW PREVENTERS:

- 5.10.1** Inspection and testing to all backflow preventers shall be serviced in accordance with current Federal, State, and Municipal codes, rules, regulations and ordinances
- 5.10.2** All inspections will be performed only by persons who have a valid tester certification. Proof of such must accompany bid package
- 5.10.3** All test reports will be forwarded to the City staff member
- 5.10.4** All backflow preventers failing inspection and test should be noted for repair and re-tested at the request of the member. Facilities Supervisor or designated staff member should be notified within the same business day after the Contractor has tested and failed a backflow device. Contractor to obtain written request from member for any repairs required (Purchase Order should be issued prior to beginning any billable work for repairs)
- 5.10.5** Must tag all backflow units that have passed any testing requirements. The tag is to be supplied by the contractor and must be weatherproof along with its attaching method. Additionally, the tag must depict the date of the test and the tester's initials

5.11 KITCHEN HOODS AND DRY/WET CHEMICALS:

- 5.11.1** Inspect and test chemical kitchen hood systems in accordance with NFPA 13, 17, 17A, and 96 or current enforceable codes
- 5.11.2** All cylinders are to be weighed and tagged in accordance with NFPA requirements. Fusible links and water wash automatic sprinkler heads shall be replaced annually and noted on the inspection report. All used fusible links and water wash automatic sprinkler heads replaced will be returned to the member. Ensure nozzle caps do not have and accumulation of grease and are in place
- 5.11.3** All actuating devices will be inspected and tested semi-annually. Check if alarm panel has been triggered
- 5.11.4** Ensure gas and electric are off during each test. Reset gas valve and re-light pilot lights. Reset, if necessary, and circuit breakers
- 5.11.5** Perform hydrostatic tests on cylinders as required. Hydrostatic test due dates on all cylinders will be noted on the inspection forms. All inspection reports will be submitted to the City staff member with invoicing
- 5.11.6** Discharge of systems and repairs caused by negligence of the Contractor, its employee, servants, or agents will be at no cost to the City



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.11.7 All service to kitchen hoods (dry or wet chemical extinguish systems) shall be at no additional cost other than the semi-annual maintenance fee
- 5.11.8 **IMPORTANT NOTE:** The testing of systems that report back to the main fire alarm panel require scheduling of fire panel contractor, so they can be on site to verify reporting and to reset main panel and bypass evacuation system. Scheduling shall be the fire extinguisher Contractor's responsibly. If, for unforeseen circumstances, the fire extinguisher contractor cannot schedule, they are to contact and notify the designated staff member
- 5.11.9 Testing of these systems may be required after normal hours due to various operational times

5.12 WATER SUPPLY SYSTEMS:

- 5.12.1 All equipment specified shall be inspected, tested, serviced, and repaired in accordance with current **NFPA**, Federal, State, and Municipal codes, rules, regulations, and ordinances
- 5.12.2 Must notify the City staff that testing will be conducted and notify when testing is completed

5.13 FIRE RETARDANT APPLICATION/TREATMENTS (STAGE CURTAINS/DRAPES)

- 5.13.1 Responsible for all measurements at the time of estimating, The City will ne be held accountable for miscalculations
- 5.13.2 Must prep the draperies prior to treatment to include all components such as linings
- 5.13.3 Protect surrounding areas from overspray
- 5.13.4 Treat materials with flame retardant chemical that is approved and registered by the State Fire Marhsall. Technical Data Sheet is to be included with the proposal
- 5.13.5 All application of chemicals should be done in conformance with laws of the state of Arizona and rules and regulations of the State Fire Marshal
- 5.13.6 Certification of chemical and application must be provided for every stage curtain

5.14 MONITORING SERVICES – FIRE ALARM

- 5.14.1 The Contractor shall provide monitoring services for City of Glendale fire alarm systems and intrusion detection systems
- 5.14.2 The Contractor shall be a full-service Underwriters Laboratory (UL) or Factory Mutual (FM) certified central station with an automated processing computer that integrates with a wide range of commonly used systems such as, but not limited to: Ademco, Bosch, DSC, Fire Lite, Simplex, Notifier, Sentrol, Silent Knight, Radionics, etc



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 5.14.3** The Contractors that subcontract monitoring services to established local U.L. or F.M. certified central stations must meet qualifications set forth in this solicitation
- 5.14.4** The Contractor technicians must be completely trained and certified by the manufacturer in the monitoring and programming of systems that they service
- 5.14.5** The Contractor shall have the required programmers or remote programming software to program the systems to the City's specifications at any time. Awarded contractor shall also provide training in regard to updated software programs
- 5.14.6** It may be preferred by the City if the contractor offer a customer dealer portal
- 5.14.7** The successful contractor shall be fully responsible for dispatching the designated emergency services, alarm response contractor, and or other personnel required by the City. **NOTE:** If the City suffers from any physical damage or theft resulting from lack of dispatch from the monitoring company, the monitoring company will be responsible for such loss. Dispatch may be done via network connection or telephone
- 5.14.8** The contractor shall have personnel on duty twenty-four (24 hours per day, seven days per week including holidays to dispatch via network connection such as, but not limited to, cell phone technology
- 5.14.9** The monitoring company shall have the ability to communicate with the City's contracted response company on a 24-hour-a-day basis as directed by the City
- 5.14.10** The awarded contractor shall have an electronic communication device located in the Central Station. The phone is to be used for communicating with the City representative when responding to alarm calls as well as to communicate with the dispatch guard service responding to the alarm conditions
- 5.14.11** The Central Station shall have an up-to-date receiver connected to a minimum of four (4) line communications system. A full complement of spares as required by the manufacturer and UL or FM shall be available on site at all times. The Contractor shall provide and install a new upgraded/integrated service to add radio read dialers to approximately eighty (80) accounts
- 5.14.12** An inspection of the facilities to confirm all of the above items may be required by a City representative prior to issuance of a Purchase Order. The City shall have the option of any independent advisor being present at the inspection of the facilities
- 5.14.13** The City may expand the number of systems located on their sites throughout the term of this contract. New systems added will be covered under this proposal at the current monitoring rate until the end of the current term
- 5.14.14** Initial programming changes shall be considered for both Central Station and each panel. The monitoring company shall ensure that all account



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

numbers, pass codes, and ID's remain the same, unless otherwise agreed upon by the City

- 5.14.15** The Contractor must provide a hard copy of all account numbers, alarm type, pass codes, zone list, dealer codes, and other pertinent account information
- 5.14.16** The Contractor must provide professional labels for existing and new panels
- 5.14.17** Awarded contractor shall be a qualified licensed and bonded alarm monitoring company in the State of Arizona
- 5.14.18** It may be preferred by the City of Glendale the ability to provide the scripted reporting on account activations

6. SERVICE RESPONSE TIMES:

	Monday - Friday	Monday - Friday	
	<u>Normal Business Hours</u>	<u>After Business Hours</u>	<u>Weekends / Holiday</u>
	6:00am - 5:59pm	6:00pm - 5:59am	
RESPONSE TIMES	30 Minute call back acknowledgement	30 Minute call back acknowledgement	See Emergency unless otherwise specified.
CONTRACTOR ONSITE	Within 4 Hours	Within 2 – 3 Hours	Within 2 Hours
EMERGENCY	Contractor provides telephoned acknowledgement within 30 minutes and estimated time of arrival is within two hours or less.		

Note: Contractor shall be required to provide the City with a 24-hour, toll-free access to their staff via any communications system they choose

7. EQUIPMENT TESTING:

7.14.19 The Contractor must notify the City staff at least two (2) weeks in advance to schedule testing with proposed dates and times within the following time frames:

- **NORMAL BUSINESS HOURS:** Work performed between 6:00 am to 5:59 pm, Monday through Friday, City Holidays excluded
- **AFTER HOURS SERVICE:** Work preformed between 6:00 pm and before 5:59 am the next business day
- **WEEKENDS/ HOLIDAYS:** Work preformed during Saturday, Sunday or during a City observed Holiday



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

8. AUDIT RECORDS OF PROVIDED SERVICES:

- 8.14.20** The Contractor shall maintain complete and accurate records required substantiating the services provided (including required part replacements, programming codes and passwords) to all City staff
- 8.14.21** Such records shall, at a minimum, indicate the dates, times and type of servicing performed
- 8.14.22** The Contractor shall make all records available to the City Representative or delegate upon request at no additional cost
- 8.14.23** All such records shall become the property of the City

9. INVOICING:

- 9.14.24** The Contractor shall submit invoices to the City within 30 days after the completion of services. Failure to submit an invoice within the timeframe may result in delays paying the invoice. All invoicing for Time and Materials must include:
 - Purchase Order number or Work Order number
 - Job site name and location
 - Completion date
 - Description of work performed
 - Total labor hours
 - Itemized part numbers
 - Tax on parts only

10. PERFORMANCE METRICS:

GOAL	METRIC	OUTCOME
Dispatched technicians are certified to perform installation services and maintenance on equipment.	100% of technicians are certified	A higher number and diverse range of certifications indicate a broader skill set and expertise among personnel, leading to higher service quality, compliance with standards, and customer satisfaction.
Response time to service requests or emergencies related to the maintenance or troubleshooting systems are met per the contract.	90% average response time met	A higher average response time indicates quicker acknowledgment and initiation of service, which can lead to faster issue resolution and minimized disruption to system operations.
Accurate invoices submitted for payment	100% of invoices submitted with correct information per Contract requirements.	A higher percentage of accurate invoices indicates effective billing practices, which can lead to



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

after service provided and accepted.		timely payments, reduced disputes, and improved financial management.
City facilities made aware of equipment testing of alarms	Contractor notifies 2-weeks in advance of testing proposed dates and times	By measuring and improving awareness of equipment testing among city facilities, organizations can enhance safety measures, streamline operations, and foster a proactive approach to emergency preparedness within the community.

11. HOW WE CHOOSE

11.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 25% Experience, proven performance, and qualifications
- 25% Method of Approach
- 30% Capacity of Offeror
- 20% Cost

11.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

11.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

11.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

11.5 ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

11.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

- 11.7 PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- 12. NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:**
Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).
- 13. WITHDRAWAL OF PROPOSAL:**
Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 14. OFFER ERRORS OMISSIONS AND CORRECTIONS:**
City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 15. COMPETITIVE NEGOTIATIONS:**
City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.
- 16. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:**
City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Silent”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

17. PROPRIETARY INFORMATION

Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

18. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable “RESPONSE WORKBOOK” attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
 Procurement Division
 5970 West Brown Street,
 Suite 210
 Glendale, Arizona 85302

submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (4 questions)	
2. CERTIFICATIONS (9 questions)	
3. METHOD OF APPROACH (8 questions)	
4. CAPACITY OF OFFEROR (3 questions)	
5. PRODUCT DISTRIBUTION (1 question)	
COMPLETED PRICING WORKBOOK	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

19. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary



City of Glendale
Solicitation Number: RFP 25-29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR
FIRE AND LIFE SAFETY

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

EXHIBIT B
Maintenance, Repairs and Materials for Fire and Life Safety
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION


Per section 4 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the SOW during the entire term of this Agreement must not exceed \$3,000,000.

DETAILED COMPENSATION

See attached price workbook.

	City of Glendale Solicitation Number: IFB 25- 29 / 42500049 MAINTENANCE, REPAIRS AND MATERIALS FOR FIRE AND LIFE SAFETY PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
---	---	--

PRICING WORKBOOK

Offerors shall complete all applicable pricing requested in the PRICING WORKBOOK.

The Unit Price and Discount percentage off MSRP Price shall be an all-inclusive rate and shall include all labor, equipment, materials, supplies, hardware, permits, certifications, travel, mileage, insurance, warranty, profit, and any associated direct or indirect costs to perform the services specified herein. No other charges shall be allowed under the contract.

Cost of equipment, parts, materials and supplies purchased by the City under this contract shall be billed to the City at discount off MSRP Price.

Cost of any equipment, parts, materials, and supplies purchased by the Contractor and used for repairs and maintenance will be billed to the City at a percentage off MSRP pricing. The Contractor shall submit a copy of the invoice for the equipment, parts, materials and supplies purchased when submitting an invoice to the City.

The City shall not be invoiced at prices higher than those stated in the resultant contract. All unit prices quoted and percentage off of MSRP shall remain firm and fixed for the specified contract period.

Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

2. PRICE SCHEDULE

FIRE, INTRUSION DETECTION AND RADIO READ COMMUNICATION SYSTEM SOLUTIONS (MAINTENANCE AND REPAIR SERVICES)						
Item No.	Description (As per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price		
1	Fire Extinguishers	Per Each	800	\$4.00		
1.A	ABC	Per Each	750	\$4.00		
1.B	Carbon Dioxide	Per Each	40	\$4.00		
1.C	Water	Per Each	15	\$4.00		
1.D	Class K	Per Each	10	\$4.00		



City of Glendale
Solicitation Number: IFB 25- 29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR FIRE
AND LIFE SAFETY
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

Item No.	Description (As per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per Hour (Business Hours)	After Hours Unit Price (2 Hours minimum)	Discount % Off MSRP
1.E	Halotron	Per Each	5	\$4.00		
2	Fire Suppression Systems Semi-Annual Annual - testing	Each	80	\$105.00	\$165.00	10%
3	Fire Sprinkler Systems Semi-Annual Annual - testing	Each Each	80	\$105.00	\$165.00	10%
4	Fire Pumps	Per Hour	6	\$105.00	\$165.00	10%
5	Fire Hoses – inspect/test	Each	1	\$105.00	\$165.00	10%
FIRE, INTRUSION DETECTION AND RADIO READ COMMUNICATION SYSTEM SOLUTIONS (MAINTENANCE AND REPAIR SERVICES)						
Item No.	Description (As per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Certified Technician / Apprentice (Helper) Unit Price Per Hour (Business Hours)	Certified Technician / Apprentice (Helper) Unit Price Per Hour (After Hours/Wknd/Holiday/Emergency)	Discount % Off MSRP
6	Pre-Action System Semi-Annual - inspect Annual – testing/inspect (add a column for test/inspect)	Each	9	\$105.00 / \$90.00	\$165.00 / \$135.00	10%
7	Backflow Preventers	Each	6	\$105.00 / \$90.00	\$165.00 / \$135.00	10%
8	Kitchen Hoods, Dry/Wet Chemical	Each	1	\$105.00 / \$90.00	\$165.00 / \$135.00	10%



City of Glendale
Solicitation Number: IFB 25- 29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR FIRE
AND LIFE SAFETY
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

9	Fire Retardant Application Treatments	Each	1	\$ / \$	\$ / \$	%
10	Fire Alarm Systems Semi-Annual Annual	Each	100	\$105.00 / \$90.00	\$165.00 / \$135.00	%
17	Integrated Communication Systems	Per Hour	1	\$ / \$	\$ / \$	%

FIRE, INTRUSION DETECTION AND RADIO READ COMMUNICATION SYSTEM SOLUTIONS
(MAINTENANCE AND REPAIR SERVICES)

Item No.	Description (As per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per Hour (Business Hours)
18	Design & Installation, Fire Alarm Panels	Panel	3	\$105.00

MONITORING SERVICES

Item No.	Description (As Per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per System
20	Fire Alarm Systems	System	42	\$360.00

LABOR

Item No.	Description (As Per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per System
20	Fire Alarm Systems	System	42	\$105.00

IF PRICING IS NOT PROVIDED, IT IS INTERPRETED AS A NO-BID

Provide detailed information regarding any **value-added services** your firm can offer to the City of Glendale. Keep in mind that value added services should align with the purpose and scope of work of the solicitation and be geared towards Fire and Safety products and services.

(Offeror to include response here)



City of Glendale
Solicitation Number: IFB 25- 29 / 42500049
MAINTENANCE, REPAIRS AND MATERIALS FOR FIRE
AND LIFE SAFETY
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

3. **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. **PAYMENT** Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: A P Fire Protection