

**AGREEMENT FOR  
PREVENTATIVE MAINTENANCE, REPAIRS, AND MATERIALS FOR INTRUSION ALARM,  
ACCESS CONTROL, CCTV, AND GATE OPERATORS**

**City of Glendale Solicitation No. RFP 25-30**

This Agreement for Preventative Maintenance, Repairs, and Materials for Intrusion Alarm, Access Control, CCTV, and Gate Operators ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Climatec, 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 for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 25-30 (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 complete the work in 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 project 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 Completing 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 SOW. 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:

Climatec, LLC  
c/o Tony Kukuk  
2851 W. Kathleen Road  
Phoenix, AZ 85053  
tkukuk@climatec.com

- 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 Anne Shadle  
5970 W. Brown Street  
Glendale, Arizona 85302  
(623) 930-2864  
ashadle@glendaleaz.com

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

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Climatec, LLC,  
an Arizona limited liability company

  
By: Tony Kukuk  
Its: Vice President

4/7/25

**EXHIBIT A**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND MATERIALS FOR INTRUSION ALARM,  
ACCESS CONTROL, CCTV, AND GATE OPERATORS**

**SOW**

Contractor shall perform the services per the attached solicitation.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

**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 and materials for Intrusion Alarm, Monitoring, Access Control, CCTV, and Gate Operators.

The city currently has multiple manufacturers' equipment to manage all security needs. 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) category 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 in the Scope of Work. The city is open to contractor suggestions to gain efficiencies throughout the contract term.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
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CITY OF GLENDALE  
Procurement Division  
5970 West Brown Street,  
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**4. CURRENT PRODUCT ENVIRONMENT**

- Closed Circuit Television Systems
  - Identiv with Access Cameras
  - Avigilon
- Access Control Systems
  - Velocity/Hirsch
    - Identiv
    - ACC
- Intrusion Detection Systems
- Gate Operators
  - Hysecurity
- Integrated Communication Systems

**5. PRODUCT DISTRIBUTION**

- Closed Circuit Televisions
- Access Controls
- Intrusion Detection
- Gate Operators
- Integrated Communications Systems for City departments that need to purchase new or upgrade systems in whole or in part.

**6. SCOPE OF WORK**

**A. INSTALLATIONS, MAINTENANCE, AND REPAIRS**

- i. Additional certifications may be required to repair and maintain security systems.
- ii. All equipment specified shall be inspected, tested, serviced, and repaired in accordance with current NFPA, Federal, State, and Municipal codes, rules, regulations, and ordinances.
- iii. Inspections/testing may be conducted monthly, bi-monthly, quarterly, semi-annually or on an annual basis.
- iv. Technicians must be certified and trained to perform maintenance, installations, and repairs on all systems awarded under the contract.
- v. All work will be performed according to manufacturer's instructions.
- vi. 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.
- vii. Contractor shall provide applicable software updates, patches/fixes as part of the maintenance program.
- viii. Contractor shall re-execute any work that fails to conform to requirements of the contract.
- ix. 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).
- x. The Contractor must designate certified technicians to ensure performance measures are met.



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**Glendale, Arizona 85302**

- xi. 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.

**B. LOW VOLTAGE SYSTEMS**

- i. **Design:** Contractor must have fully certified, qualified, and trained personnel with the ability to design a turnkey solution for Security Monitoring systems.
- ii. **Installation:** Contractor must have qualified staff with the ability and applicable certifications to install/repair equipment for monitoring systems.
- iii. **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.
- iv. **Training/Quality Assurance:** Training must be available upon implementation of 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 similar reporting features.

**C. ACCESS CONTROL SYSTEM**

- i. The Contractor must provide and install a new integrated security management system that provides a simple and easy-to-use graphical user interface and local operational control of all access points and alarm sensors.
- ii. All parts related to the communication encryption infrastructure must be **FIPS-140-2** certified to include manufacturer **NIST** certificate number confirming certification. *Systems that do not carry FIPS-140-2 certification may not be acceptable.*
- iii. The Contractor must be Velocity/Hirsch Identiv and/or ACC ACM /Avigilon certified.
- iv. The manufacturer of the proposed system must be **ISO 9001** certified and ISO 140001 certified indicating their commitment to conserve energy and reduce waste.
- v. The manufacturer must supply, immediately upon request, a Voluntary Product Accessibility Template (**VPAT**) statement showing support for Section 508.
- vi. Contractor shall require resellers to pass a formal training program prior to being certified as authorized to sell and install the system.
- vii. The Security Management System (SMS) client and server software will be used in conjunction with intelligent controllers to provide a distributed access control and alarms monitoring system.
- viii. In the event of a communications failure between the host server and the field controllers, the controllers shall continue to make local access control decisions and shall be able to save all transactions in memory until communications are restored. At that time the controller shall upload all stored transactions to the server.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- ix. The SMS shall be able to seamlessly integrate the functions of access control, alarms monitoring and response, digital video imaging, badge design/creation, and visitor management.
- x. All SMS user interface components shall run in an integrated application environment as part of a single application executable. Systems which provide their user interface through multiple separate applications programs may not be acceptable, except as specifically indicated below
- xi. System must support multiple card reader technology including but not limited to: Proximity, Wiegand effect, Biometrics, Keypad, Card/keypad (PIN), High-speed long-range Vehicle ID, Smart Card and Mobile credentials
- xii. Communication from the access control communication server to the remote intelligent control panels shall be selectable. Communication options shall be RS-232 directly to the intelligent control, via RS-485 converter, dial-up, leased line from a defined communication port or by LAN/WAN using an IP address for direct connection to the intelligent controller via network interface card. When using IP addressing it shall be un-acceptable to use a communication port converter device on the communication server side of the transmission
- xiii. System shall be able to provide a scheduler that will automatically
  - o Communicate to remote locations to retrieve history transactions and update panel information, including time and date
  - o Activate or deactivate cards locally or at remote dial- up sites
  - o Initiate a pre-programmed command event/action
  - o Synchronize system to intelligent controller time
  - o Run a pre-defined history report
  - o Run a pre-defined card holder report
  - o Card frequency report defined by reader(s), over a defined period of time with disposition options to automatically report or report and deactivate card or change the access level of the card

**D. CLOSED CIRCUIT TELEVISION SYSTEM (CCTV) SYSTEM**

- i. System must utilize network recorders capable of storage and playback of images.
- ii. System proposed shall be a centrally managed, scalable client/server-based architecture that allows full virtual matrix switching and control systems.
- iii. Video Surveillance recorders must be able to record at multiple resolutions, in various modes: continuous, motion detection, alarm activation, scheduled or event (pre/post) recording and come in various storage options.
- iv. Video streams between camera and network video recorder must be able to be configured for both unicast and multi-cast transmission modes.
- v. All cameras must be full featured, designed for indoor and outdoor applications. Outdoor cameras shall be sealed for outdoor use and provide IP66 protection against water, wind, or dust.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- vi. System must allow recorded video to be played back or forward frame by frame, and from beginning or end of the clip. Solution must be able to record from 1–30 frame per second on a per camera basis.
- vii. System must have the capability to record when motion occurs and suppress video recording.
- viii. System must provide video authentication, checksums, and reporting to ensure videos are not altered in any way.
- ix. System must provide simultaneous viewing of both live and recorded video through an App or web browser interface exclusively.
- x. Entire system must be able to be administered through an App or web browser including full control of **PTZ** cameras.
- xi. System must export directly into current industry standard formats (e.g. JPEG, AVI, and WMV).
- xii. System must be able to view multiple images on a single display (preferred is 16) with a preferred resolution of 1024x768. App or Internet browser display must allow for viewing of different cameras from multiple network video recorders simultaneously.

**E. INTRUSION DETECTION SYSTEM:**

- i. Must integrate with facility doors, windows, and departments as well as provide integration with external systems, such as building appliances and building alert systems for remote control and central collection of external system alerts.
- ii. Contractor shall provide all software updates as applicable.
- iii. System must connect to external systems to receive status changes by way of a dry contact output from the external system when integrated with external systems.
  - System shall use its user interface to provide local status messages from external systems, providing for the initiation of local building policies
  - Optionally, the system shall be able to transmit information to an offsite monitoring service to provide initiation of remote policies when appropriate.
  - Installer shall follow manufactures instructions when installing and programming system equipment.
- iv. All system electronic components shall be solid-state type, mounted on printed circuit boards. Light duty relays and similar switching devices shall be solid-state type or electromechanical.
- v. A battery test shall be automatically performed to test the integrity of the standby battery.
- vi. The control unit shall be capable of operating and supervising notification appliance devices as well as addressable initiating detection devices and an integrated supervised dual line digital communicator.
- vii. The system shall support multiple supervised remote keypads with the identical capabilities, functions and display layout. Operation of the remote annunciators shall be limited to authorized users by the use of a code or key.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- viii. Support programming to require the same or different access code entered within a programmed delay time of 1 to 15 minutes after disarming before activating a silent ambush alarm
- ix. The system areas and zones shall be programmable, and the system shall store, log, display, and transmit specific custom designations for system areas, zones, and usernames
- x. The system shall support user interaction by way of a keypad, web browser, system software, key switch, or radio frequency wireless control, Text messaging, or Smart Phone Application using integrated or auxiliary devices provided by the system manufacturer
- xi. The system shall support controller zone input connections, system keypads, system zone expansion modules, and wireless zone input modules. The system shall offer a seamless integrated compatibility with hard-wire and/or wireless zone expansion
- xii. System relay outputs shall have the capability of being triggered as a result of a command from the user interface, changes in system status, changes in zone status, or by a programmable schedule
- xiii. System relay output states shall be programmable for momentary, maintained, pulsed, or must follow the state of an associated system zone input
- xiv. The system shall be completely programmable either locally from a keypad or remotely through a standard dial-up, and network connections by way of a LAN, WAN, and/or by way of the Internet, cellular communications paths

**F. INTEGRATED COMMUNICATION SYSTEM**

- i. Provide complete and satisfactorily operating integrated Intercom/ Communications System as described herein, using materials and equipment of types, sizes, ratings, and performances as indicated.
- ii. Use materials and equipment that comply with referenced standards and manufacturer's standard design and construction, in accordance with published product information.
- iii. Coordinate the features of all materials and equipment so they form an integrated system, with components and interconnections matched for optimum performance of specified functions.
- iv. Features offered by this system shall be implemented and controlled by software programs that can be changed and expanded as customer needs evolve.
- v. The system shall allow system monitoring and administration from a local Windows PC, remote Windows PC via network connectivity.
- vi. The system shall be an electronic system consisting of one or two amplified intercom channels, (classroom) speakers, call switches, and/or telephones, digital readout for display of call origination, and solid-state logic and sensing.
- vii. Ability to provide multiple zone program distribution which is not interrupted by intercom communication.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- viii. System shall provide the ability to initiate City safety paging announcements, evacuation tones and take cover tones from any telephone within the facility or outside the facility to any other location within the facility.
- ix. System must also allow the implementation of a City-wide announcement system where live messages, pre-recorded announcements and emergency tones can be triggered via a telephone or browser-based user interface.
- x. The central switching system shall provide for switching of the intercom talk path to a classroom telephone, during the course of a call.

**G. MONITORING SERVICES – INTRUSION DETECTION SYSTEMS**

- i. Contractor shall provide monitoring services for City of Glendale intrusion detection systems
- ii. 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
- iii. Contractors that subcontract monitoring services to established local U.L. or F.M. certified central stations must meet qualifications set forth in this solicitation
- iv. Contractor technicians must be completely trained and certified by the manufacturer in the monitoring and programming of systems that they service
- v. 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
- vi. It may be preferred by the City if the contractor offer a customer dealer portal
- vii. 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
- viii. Contractor shall have personnel on duty 24 hours per day, seven days per week including weekends and holidays to dispatch via network connection such as, but not limited to, cell phone technology.
- ix. 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.
- x. 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



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- communicate with the dispatch guard service responding to the alarm conditions.
- xi. 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.
  - xii. 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.
  - xiii. 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.
  - xiv. Initial programming changes shall be considered for both Central Station and each panel. The monitoring company shall ensure that all account numbers, pass codes, and ID's remain the same, unless otherwise agreed upon by the City.
  - xv. Contractor must provide a hard copy of all account numbers, alarm type, pass codes, zone list, dealer codes, and other pertinent account information
  - xvi. Contractor must provide professional labels for existing and new panels
  - xvii. Awarded contractor shall be a qualified licensed and bonded alarm monitoring company in the State of Arizona.
  - xviii. It may be preferred by the City of Glendale the ability to provide the scripted reporting on account activations

**H. SERVICE RESPONSE TIMES**

	<b>Monday - Friday</b>	<b>Monday - Friday</b>	
	<b><u>Normal Business Hours</u></b>	<b><u>After Business Hours</u></b>	<b><u>Weekends / Holidays</u></b>
	<b>6:00 am - 5:59 pm</b>	<b>6:00 pm - 5:59 am</b>	<b>6:00 am - 5:59 am</b>
<b>RESPONSE TIMES</b>	Contractor must provide telephoned acknowledgement within 30 minutes	Contractor must provide telephoned acknowledgement within 30 minutes	See Emergency unless otherwise specified.
<b>CONTRACTOR ONSITE</b>	Contractor must be on site within two hours of above acknowledgement	Contractor must be on site within two hours of above acknowledgement	
<b>EMERGENCY</b>	Contractor must provide telephoned acknowledgement within 30 minutes and estimated time of arrival is within two hours or less.		



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

**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.

**I. EQUIPMENT TESTING**

Contractor shall notify City staff at least two weeks in advance to schedule testing with proposed dates and times within the following timeframes:

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

**J. AUDIT RECORDS OF PROVIDED SERVICES**

- i. 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.
- ii. Such records shall, at a minimum, indicate the dates, times, and type of servicing performed.
- iii. The Contractor shall make all records available to the City Representative or delegate upon request at no additional cost.
- iv. All such records shall become the property of the City.

**K. INVOICING**

Contractor shall submit invoices to the City within 30 days after completion of services. Failure to submit an invoice within this timeframe may cause delays in paying the Contractor’s invoice. All invoicing for Time and Materials shall include:

- i. Purchase Order number or Work Order number
- ii. Job site name and location
- iii. Completion date
- iv. Description of work performed
- v. Total labor hours
- vi. Itemized part numbers
- vii. Tax on parts only

**L. PERFORMANCE METRICS**

GOAL	METRIC	OUTCOME
Dispatched technicians are certified to perform installation services and	100% of technicians are certified	A higher number and diverse range of certifications indicate a broader skill set and expertise among



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

maintenance on equipment.		personnel, leading to higher service quality, compliance with standards, and customer satisfaction.
<b>GOAL</b>	<b>METRIC</b>	<b>OUTCOME</b>
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 after service provided and accepted.	100% of invoices submitted with correct information per Contract requirements.	A higher percentage of accurate invoices indicates effective billing practices, which can lead to 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.

**6. HOW WE CHOOSE**

**A. 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
- 10% Cost

**B. 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.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- C. **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.
- D. **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.
- E. **ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.
- F. **BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.
- G. **PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
7. **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](#).
8. **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.
9. **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.
10. **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



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

- 11. 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.

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.

- 12. 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.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

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

Checklist for Submitting Proposal	Complete (✓)
<b>Submission Requirements</b>	
OFFER SHEET (Response Workbook) Offeror Name Offeror Address	
1. EXPERIENCE AND PROVEN PERFORMANCE (14 questions)	
2. METHOD OF APPROACH (8 questions)	
3. CAPACITY OF OFFEROR (5 questions)	
4. REFERENCES (list three)	
5. COMPLETED PRICING WORKBOOK (submit as a separate document)	
ADDENDUM RESPONSES (if applicable)	
<b>Return of Offer</b>	
<ul style="list-style-type: none"> <li>Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.</li> </ul>	

**14. 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.**



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

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 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.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

**EXHIBIT 1: SPECIAL NOTICES**

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1. RETURN OF OFFER**

**The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).**

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/vendor\\_self\\_service\\_\\_v\\_s\\_s\\_](https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service__v_s_s_) (This is a PDF document “Vendor Registration Instructions” at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

**2. PRE-OFFER CONFERENCE**

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

**3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS**

The 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 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

**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 Period”), 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 Procurement 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.

**4. CONFLICT OF INTEREST**

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. “Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. “Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

**5. INQUIRIES**

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

**6. SPECIAL TERMS AND CONDITIONS**

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

**7. PUBLIC RECORD REQUIREMENTS**

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

**8. PERMITS AND LICENSES**

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

**9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES**

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

**10. NON-DISCRIMINATION**

Contractor agrees not to 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.

**11. NO CONSIDERATIONS**

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

**12. AUTHORIZED AGENT**

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

**13. KEY PERSONNEL**

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

**14. SITE INSPECTION**

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

**EXHIBIT 2: SPECIAL TERMS AND CONDITIONS**

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

**1. TYPE OF AWARDS**

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

**2. ALTERNATE OFFERS**

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

**3. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

**4. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

**5. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

**6. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

**7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERM** The term of the resultant contract shall be for a one (1) year initial term.
- 11. OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 12. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 13. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 14. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

those particular products the contractor may expose City employees or the general public to while working at the site.

- 15. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 16. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 17. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 18. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

an expressed warranty that the whole of the goods shall conform to the sample or model.

- 19. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 20. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 21. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 23. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 24. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. 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 price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 25. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 26. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice\\_of\\_intent\\_to\\_award](https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award). Untimely protests will not be considered.

27. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
28. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
29. **ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
30. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
31. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
32. **OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at [procurement@glendaleaz.com](mailto:procurement@glendaleaz.com) and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
33. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
34. **OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
35. **PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

**36. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

**37. PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

**PERFORMANCE SURETY** The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

**38. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

**39. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

**40. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- 41. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 42. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 43. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
  - b. Monitoring the contractor's performance
  - c. Handling issues and disputes
  - d. Exercising extension options
  - e. Initiating contract modifications
  - f. Initiating rebids or new solicitations



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

**44. FORCE MAJEURE**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part 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; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals 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.
- b. Force majeure shall not include the following circumstances:
  - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

**45. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)**

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

**EXHIBIT 3: INSURANCE REQUIREMENTS**

By signing on the Offer/Bid page, solicitation addenda, or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1) INSURANCE REQUIREMENTS.** Offeror shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. Offeror is free to purchase such additional insurance as Offeror determines necessary.

**a) Minimum Scope and Limits of Insurance:** Offeror shall provide coverage with limits of liability not less than those stated below.

**i) Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**ii) Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- (1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Offeror, involving automobiles owned, licensed, hired or borrowed by the OFFEROR.” Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this license.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the Offeror. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**iii) Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory  
 Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:**

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements



**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND**  
**MATERIALS FOR INTRUSION ALARM, ACCESS**  
**CONTROL, CCTV, AND GATE OPERATORS**

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

- stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

**EXHIBIT B**  
**PREVENTATIVE MAINTENANCE, REPAIRS, AND MATERIALS FOR INTRUSION ALARM,**  
**ACCESS CONTROL, CCTV, AND GATE OPERATORS**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be paid per section 5.2 Payment.

**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 the SOW must not exceed \$3,000,000.

**DETAILED COMPENSATION**

See Contractor's response to RFP 25-30.



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2864

Solicitation Number: RFP 25-30 Addendum 2 Page 1 of 6

Solicitation Due Date: January 23, 2025, 2:00 p.m. (Local Time)

**PREVENTATIVE MAINTENANCE, REPAIRS, AND MATERIALS FOR INTRUSION ALARM, ACCESS CONTROL, CCTV, AND GATE OPERATORS**

**REPLACEMENT**

Replace the Revised Pricing Workbook with the 2<sup>nd</sup> REVISED PRICING WORKBOOK below.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

NAME OF COMPANY: Climatec LLC


ADDRESS: 2851 W. Kathleen Rd., Phoenix, AZ 85053

PRINT NAME AND TITLE: Doug Acosta, Business Development Manager

AUTHORIZED SIGNATURE: **Douglas** \_\_\_\_\_ Digitally signed by Douglas Acosta

**Acosta**

Date: 2025.01.22  
10:57:24 -07'00'

	<p style="text-align: center;"><b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42500047</b> <b>PREVENTATIVE MAINTENANCE, REPAIRS, AND MATERIALS</b> <b>FOR INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b> <b>2<sup>ND</sup> REVISED PRICING WORKBOOK</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown</b> <b>Street, Suite 210</b> <b>Glendale, Arizona</b> <b>85302</b></p>
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## 1. REVISED PRICING WORKBOOK

Offerors shall complete all applicable pricing requested in the **REVISED 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 MSRP pricing plus the Mark-up %. 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 Mark-up % 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.



**City of Glendale**  
**Solicitation Number: RFP 25-08 / 42500001**  
**MAINTENANCE, REPAIRS & MATERIALS FOR FIRE, LIFE SAFETY,**  
**INTRUSION ALARM, ACCESS CONTROL, CCTV & GATE OPERATORS**  
**2<sup>nd</sup> REVISED PRICING WORKBOOK**

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

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
1	Access Control Systems	Per Hour	75	\$115 / \$115	\$172.5 / \$172.5	15%
2	Access Control Professional Services	Per Hour	20	\$115 / \$115	\$172.5 / \$172.5	15%
3	Closed Circuit Television Systems	Per Hour	50	\$115 / \$115	\$172.5 / \$172.5	15%
4	Closed Circuit TV Pro Svcs	Per Hour	20	\$115 / \$115	\$172.5 / \$172.5	15%
5	Intrusion Detection systems	Per Hour	80	\$115 / \$115	\$172.5 / \$172.5	15%
6	Vehicle Gate Operator	Per Hour	50	\$NO BID / \$NO BID	\$NO BID / \$NO BID	NO BID%
7	Integrated Communication Systems	Per Hour	1	\$NO BID / \$NO BID	\$NO BID / \$NO BID	NO BID%

	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 25-08 / 42500001</b>  <b>MAINTENANCE, REPAIRS &amp; MATERIALS FOR FIRE, LIFE SAFETY, INTRUSION ALARM, ACCESS CONTROL, CCTV &amp; GATE OPERATORS</b>  <b>2<sup>nd</sup> REVISED PRICING WORKBOOK</b></p>	<p><b>CITY OF GLENDALE</b>  Procurement Division  5970 West Brown Street,  Suite 210  Glendale, Arizona 85302</p>
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<b>INTRUSION DETECTION AND RADIO READ COMMUNICATION SYSTEM SOLUTIONS (MAINTENANCE AND REPAIR SERVICES)</b>				
Item No.	Description (As per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per Hour (Business Hours)
8	Design & Installation, Intrusion Detection Panels	Panel	3	\$Design - \$140/ hr; Installation - \$115/hr; Project Manager - \$125/hr

<b>MONITORING SERVICES</b>				
Item No.	Description (As Per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per System
9	Intrusion Detection Systems	System	40	\$ 93.75/qtr
10	Panel take-over for monitoring	Per Hour	.....	\$ 115 / 172.5 (max 1.5 hours per panel)

<b>LABOR</b>				
Item No.	Description (As Per Scope of Work)	Unit of Measure	Estimated Annual Quantity	Unit Price Per System
11	Intrusion Detection Systems (for repairs)	Per Hour	40	\$ 115 / 172.5




**Glendale**  
ARIZONA

City of Glendale

Solicitation Number: RFP 25-08 / 42500001  
MAINTENANCE, REPAIRS & MATERIALS FOR FIRE, LIFE SAFETY,  
INTRUSION ALARM, ACCESS CONTROL, CCTV & GATE OPERATORS  
2<sup>nd</sup> REVISED PRICING WORKBOOK

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

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

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-08 / 42500001</b> <b>MAINTENANCE, REPAIRS &amp; MATERIALS FOR FIRE, LIFE</b> <b>SAFETY, INTRUSION ALARM, ACCESS CONTROL, CCTV AND</b> <b>GATE OPERATORS</b> <b>2<sup>ND</sup> REVISED PRICING WORKBOOK</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown</b> <b>Street, Suite 210</b> <b>Glendale, Arizona</b> <b>85302</b>
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2. 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.

As previously stated, we've provided services for City of Glendale for over a decade. Based on previous billing requirements by City of Glendale, the attached pricing is being included with this RFP for accuracy. SEE ATTACHED


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

Comply:      YES      NO X

If your answer is NO, please state terms offered: N30 - no discount

4. **PAYMENT** The 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 Unit Price Per Hour in Price Sheet Section 3.1.
5. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. Taxes must be listed as a separate item on the Contractor's invoices.

**OFFEROR NAME:** Climatec LLC


	<p style="text-align: center;"><b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b></p>
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Offerors to complete this Response Workbook and submit with their response to this RFP.

**COVER SHEET**

OFFEROR NAME: Climatec LLC

OFFEROR ADDRESS: 2851 W. Kathleen Rd., Phoenix, AZ 85053

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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**OFFER SHEET (Must be printed, signed and returned upon completion)**

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

01/23/2025  
Date

Climatec LLC  
Legal Company Name

Tony Kukuk Vice President  
Printed Name (Authorized Signatory) Job Title

Offeror Certifies it is a (check only one):  Proprietorship  Partnership  Corporation

tkukuk@climatec.com  
Email Address

2851 W. Kathleen Rd.  
Mailing Street Address

602-944-3330  
Phone Number

Phoenix, AZ 85053  
City, State & Zip Code

**Questions regarding this offer should be directed to (if different from above):**

Doug Acosta  
Contact Name

602-694-8934  
Phone Number

dacosta@climatec.com  
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 86-0945853

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No

**DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?**

Yes, Number 2005385J Tax Rate: 8.6% OR  No, not required to have an Arizona TPT License

**CONFLICT OF INTEREST (SPECIAL NOTICES):**

No, I do not have a conflict of interest  Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

**ACKNOWLEDGEMENTS:** *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*


Exhibit 1 – Special Notices

Exhibit 2 – RFP Standard Terms and Conditions

Exhibit 3 – Insurance Requirements

**Tony Kukuk** Digitally signed by Tony Kukuk  
Date: 2025.01.20 17:39:59  
-07'00'

**Authorized Signature - Print this form and sign above**

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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**REQUIRED RESPONSES:**

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

**1. EXPERIENCE AND PROVEN PERFORMANCE**

- 1.1. Introduce your company, the location of the office(s), and the length of time the firm has been in business in Arizona. Provide a detailed summary of your firm’s history, qualifications, and experience in providing the services and products referenced in the Scope of Work. Highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP and explain why your firm is most qualified.

Since 1975, Climatec has been one of the Southwest's leading providers of advanced building technologies. Climatec is a Phoenix based company with over 1,100 employees in Phoenix, Tucson, Los Angeles, San Diego, Albuquerque, Las Vegas, Austin, Dallas, San Antonio, New York and New Jersey. Please see our attached RFP response for more detailed information.

- 1.2. How familiar is your firm with the local and national regulations regarding the items listed in the Scope of Work?

Climatec has experience in performing all the local and national regulations listed in the Scope of Work.

- 1.3. How do you handle troubleshooting and resolving issues with various systems?

With our staff of trained and certified technicians, we are able to troubleshoot and make the necessary repairs within the City's systems. Our team has extensive experience with the systems at all City of Glendale locations.

- 1.4. How do you stay current with advancements in safety, intrusion alarm, access control and CCTV technology?

Continued manufacturer training and certification is required for all of our technicians in order to stay current with technology.

- 1.5. What considerations do you take to future -proof security systems against technological advancements and evolving threats?




**City of Glendale**  
**Solicitation Number: RFP 25-30 / 42542500047**  
**MAINTENANCE, REPAIRS, AND MATERIALS FOR**  
**INTRUSION ALARM, ACCESS CONTROL, CCTV, AND**  
**GATE OPERATORS**

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

Future-proofing security systems against technological advancements and evolving threats is an essential strategy for maintaining robust and effective protection over time. Our dedicated staff within our professional services group attends various seminars and conferences along with continued communication with our manufacturer representatives and other industry professionals.

1.6. How do you ensure that your team stays updated with the latest certifications?

As previously mentioned, our team of technicians and our in-house engineering group are required to maintain current certifications on all products that we represent.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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1.7. Do you have a CSA or NICET Level Certification?

Yes  No (Explain if there are any exceptions or special comments)

1.8. Is your firm certified/licensed to perform MAINTENANCE AND REPAIRS for Intrusion Detection Systems? (Please provide a copy of all certifications)

Yes  No (Explain if there are any exceptions or special comments)

1.9. Is your firm certified/licensed to perform INSTALLATIONS for Intrusion Detection Systems? (Please provide a copy of all certifications)

Yes  No (Explain if there are any exceptions or special comments)

1.10. Is your firm certified/licensed to perform MAINTENANCE, REPAIRS AND INSTALLATION of Hirsch/ Avigilon manufactured Access Controls? (Please provide a copy of all certifications)

Hirsch  Yes  No  
 Avigilon  Yes  No

1.11. Is your firm certified/licensed to perform MONITORING SERVICES for Intrusion Detection Systems? (Please provide a copy of all certifications)

Yes  No (Explain if there are any exceptions or special comments)

1.12. Have any licenses /certifications ever been denied, revoked or suspended or provisionally issued with the past five years? If yes, please provide explanation.


Yes  No (Explain if there are any exceptions or special comments)

1.13. List all judgments, arbitration awards and settlements against your firm with the last three (3) years arising from a lawsuit or claim of any nature.

Yes  No N/A

1.14. Has your firm made any filing under the US Bankruptcy Code, assignment for the benefit of creditors or other measures taken for the protection against creditors during the last three (3) years?

Yes  No (Explain if there are any exceptions or special comments)

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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**2. METHOD OF APPROACH**

- 2.1. Describe the method of approach your firm will take to set up services with new clients. Give examples of how your firm has handled taking on new clients in the past and describe how your firm considers costs for programming panels/dialers that must be manually programmed.

Climatec works with our clients to fill out account set-up paperwork. This documentation outlines how the monitoring company handles signals on each of the monitoring accounts. This includes who to call in the event of an alarm and escalation instructions if the first person on the responsible party list is unavailable. Climatec charges a standard fee for all new dialers and programming is included.

- 2.2. Describe your firm’s customer reports that provides technician information on services provide and the method of providing these reports to clients. Provide a sample activity report. Attach as **“ATTACHMENT A – EXAMPLE ACTIVITY REPORT”**

Reports are provided to our customers on request. The reports include location and services provided with detailed technician notes. Labor and materials utilized are also included. These are emailed to the customer at the end of each service call.

- 2.3. Describe your firm’s method of approach to responding to each alarm notification. What is your firms established service level to respond to alarm notifications?


Our monitoring company, Arizona Security, responds to alarm notifications immediately and follows the procedures as set up in each account. We receive emails from the central station on all accounts of events and respond accordingly based on level of priority.

- 2.4. What is your firm’s established service level or frequency for testing radio read dialers.

We set up our dialer to send a test signal every 24 hours. We also test signals to the Arizona Security during our annual inspections.

- 2.5. Describe the method of approach your firm will take to handle maintenance and repairs either as a result of inspections/testing stage or emergency maintenance and repairs as needed. Address whether repairs are handled by in- house personnel or sub-contractors.

Maintenance and repairs of inspections and testing are completed after the reports have been reviewed by the customer and discrepancies have been identified. Proposals are then sent to the customer for approval. Approved repairs are then scheduled. Emergency repairs are treated on an as needed basis and technicians

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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are dispatched per RFP. Service repairs are handled by in-house personnel with the exceptions of underground piping and other proprietary systems.

- 2.6. If sub-contractors are utilized, the name of the company, personnel and qualifications must be included in the proposal.

Climatec has an internal subcontracting department that ensures that any subcontractor we partner with is fully licensed, bonded and insured. A full background and credit check is also completed. This list is constantly being updated so we are not able to provide a full list of what subcontractor would be used as this can change based on what proprietary systems are installed inside the City.

- 2.7. Describe the method your firm will use to communicate the completion of maintenance and repairs.

The on-site technician is in constant communication with the customer upon arrival and departure. At the end of each service call, a field service report is sent to the customer. Our account manager is also in communication with City of Glendale with regards to scheduling, service completion and any outstanding issues.


- 2.8. What innovative technology does your firm use to arrivals/departures, trouble tickets tracking for services?

Climatec utilizes ServiceTrade as the platform to track, manage and dispatch technicians for service. BuildingReports is also utilized to track inspection reporting. BuildingReports is also available to the customer. BuildingReports is designed to improve the accuracy and efficiency of building inspections and maintenance, ultimately helping organizations maintain compliance and ensure the safety and functionality of their facilities.

**3. CAPACITY OF OFFEROR**

- 3.1. Describe your firm’s ability to provide services locally in the Greater Phoenix Metropolitan area, Tucson, Yuma, and other areas in Arizona.
- Provide information regarding the locations of your central stations.
  - Provide information of the coverage that your firm is able to service on a local basis, or remotely.

Our central station is Arizona Security and is located in Phoenix. Climatec's headquarters are here in Phoenix but we service accounts all over Arizona out of our Phoenix office. If additional assistance is needed, our Tucson office is also available to provide service.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 25-30 / 42542500047</b> <b>MAINTENANCE, REPAIRS, AND MATERIALS FOR</b> <b>INTRUSION ALARM, ACCESS CONTROL, CCTV, AND</b> <b>GATE OPERATORS</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5970 West Brown Street,</b> <b>Suite 210</b> <b>Glendale, Arizona 85302</b>
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3.2. What roles and expertise does your key personnel possess relevant to the Scope of Work?

Our local branch has over 100 years of industry experience relating to the Scope of Work. Our technicians are all fully qualified and certified to perform the services required.

3.3. Turnover Rate: What was your average employee turnover rate over the past five (5) years?

Due to newer software, numbers for the last 4 years are all that's available:  
2021 - 23% / 2022 - 26% / 2023 - 14% / 2024 - 7%

3.4. Describe your firm’s approach to providing enough qualified staff to program all panels, radio read dialers, manual or offsite, and be prepared to handle new client accounts. Give examples if needed of past experiences.

Climatec is aware of the current number of monitoring contracts the City of Glendale has and is sufficiently staffed to program all of the new accounts as necessary. We currently have 600+ monitoring accounts that we actively maintain and our team is highly experienced with large client accounts.

3.5. **PRODUCT DISTRIBUTION:** Authorized Dealer Letters from Manufactures or Certifications for Product Distribution must accompany the proposal. Please attach as **“ATTACHMENT B – MANUFACTURER CERTIFICATIONS”**

**3.5.1.** Describe the standard delivery timeline for products that are in stock.

Typical delivery time for in stock items from our vendors not located in the valley is within two weeks, if ordered standard. However, UPS Red is available for emergency repairs.


**3.5.2.** Describe the business relationship proposed between the City of Glendale and your firm.

3.5.2.1. Will a local account representative be assigned to each City agency of City of Glendale?

3.5.2.2. Will there be a single point of contact for placing orders?

3.5.2.3. How will the City go about obtaining information about your products, available maintenance updates, and placing orders?

The City of Glendale will be set up with an Account Specialist who will be tasked with the day to day management of the account. The Account Specialist will coordinate requests for new products and orders placed for equipment. In the event a demonstration of new product is required the Account Specialist will coordinate that activity with your Account Manager. This provides for the single point of contact requested.

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- 4. References:** Offeror must list below a minimum of three (3) client references for performance history that are similar in scope of work to this solicitation.

**Reference 1:**

City of Peoria	8401 W. Monroe Peoria, AZ 85345
Marcus L. Reed, Construction Superintendent	623.773.7290
Marcus.Reed@peoriaaz.gov	2015 - present
Provide a brief summary of Services provided: Access control, video, fire alarm, system maintenance on all systems, alarm monitoring, annual fire alarm test and inspect.	

**Reference 2:**

City of Scottsdale	9379 E. San Salvador Drive Scottsdale, AZ 85258
Marv Alvarez, Security Director	480.312.5687
MaAlvarez@Scottsdaleaz.gov	2018 - present
Provide a brief summary of Services provided: Access control, video, fire alarm, full-time embedded technician, system maintenance on all systems.	

**Reference 3:**

City of Surprise	16000 N. Civic Center Plaza (Enter City, State, Surprise, AZ 85374)
Gina Busby, Information Security Manager	623.222.7526
Gina.Busby@surpriseaz.gov	2015 - present
Provide a brief summary of Services provided: Access control, video, fire alarm, system maintenance on all systems, alarm monitoring, annual fire alarm test and inspect.	