CITY CLERK
ORIGINAL

C-10457
11/24/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 24 day of November, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Climatec, LLC, an Arizona limited liability company dba Climatec BTG ("Contractor"), collectively, the "Parties."

RECITALS

A. On September 22, 2011, under the S.A.V.E Cooperative Purchasing Agreement, Arizona State University entered into a contract with Contractor to purchase the goods and services described in the Fire System Support Repair/Replace Services Contract, Contract RFP #171201 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was September 22, 2011, until the date the contract expires on September 21, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended

beyond September 21, 2016. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 21, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred and ten thousand dollars ($210,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ron Gouger
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2647

and

Climatec, LLC dba Climatec BTG
c/o Allan Barinque
2851 W. Kathleen Road
Phoenix, AZ 85053
602-944-3330

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Richard A. Bowers
Acting City Manager

"Contractor"

Climatec, LLC dba Climatec BTG, an Arizona limited liability company

By: _____
Name: Chad Swaffard
Title: Service Manager

ATTEST:

_____ (SEAL)
Pamela Hanna
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG

EXHIBIT A

Arizona State University Contract RFP #171201 - Fire System Support-Repair/Replace Services

ASU ARIZONA STATE UNIVERSITY

Amendment # 4
To
Fire System Support-Repair-Replace Services
RFP 171201

This Amendment amends the Agreement effective September 22, 2011 between the ARIZONA BOARD OF REGENTS for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and KX2 Holdings LLC, dba Climatec BTG, as previously amended (the "Agreement").

The parties agree to amend the Agreement as follows

1. The term of the Agreement shall be renewed one (1) year: September 22, 2015 through September 21, 2016.

All other terms and conditions shall remain the same as outlined in the Agreement, as amended.

The parties have caused this Amendment to be signed by their duly authorized representatives on the date set forth below.

THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY:

Arizona State University
PO Box 875212
Tempe. AZ 85287-5212

Stacie Malekooti, C.P.M.

Assistant Director Purchasing
ASU Purchasing and Business Services

Date 7/29/15

CONTRACTING PARTY:

KX2 Holdings LLC, dba Climatec BTG
2851 W. Kathleen Road
Phoenix, AZ 85053

Name Terry Heckman

Title President

Date 7/29/2015

Rev 063015

ARIZONA STATE UNIVERSITY

September 20, 2011

Attn: Terry Keenen
President
KX2 Holdings LLC dba Climatec BTG
2851 W. Kathleen Rd.
Phoenix, AZ 85053

Fax: (602) 944-3330
E-mail: terryk@climatec.com

NOTICE OF AWARD

Subject: **Request for Proposal #171201**
Fire System Support – Repair – Replace Services

Please be advised that after comparative review and evaluation of responses received for the services sought in this Request for Proposal (RFP), the contract has been awarded to your company. A formal contract document will be forthcoming from ASU for this service and will incorporate the terms, rates, conditions and specifications of the RFP and your proposal, including any clarifications and/or revisions to your response.

I need a copy of your Certificate of Insurance showing the required coverage as stated in the RFP in Section 41, Special Terms and Conditions, Page 28, prior to the service being provided. Please send this to my attention to the address below, with your certificate listing the required named additional insured. In the interests of time, this can also be e-mailed to douglas.boyer@asu.edu or faxed to my attention at (480) 965-2234.

The University looks forward to continuing to work with you on this contract for Fire System Support – Repair – Replace Services. Should you have further questions, please contact me at (480) 965-2217 or douglas.boyer@asu.edu.

Douglas E. Boyer, C.P.M., CPPB
Purchasing Construction Manager
Construction Group
Purchasing and Business Services

File: RFP #171201

ARIZONA STATE UNIVERSITY

August 3, 2011

REQUEST FOR PROPOSAL

FIRE SYSTEM SUPPORT – REPAIR – REPLACE SERVICES

RFP # 171201

DUE: 3:00 P.M., MST, 8/24/11

Time and Date of Pre-Proposal Conference	9:30 A.M., MST, 8/11/11
Deadline for Inquiries	5:00 P.M., MST, 8/16/11
Time and Date Set for Closing	3:00 P.M., MST, 8/24/11

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SECTION I.

REQUEST FOR PROPOSAL

RFP #171201

Arizona State University is requesting sealed proposals from qualified firms or individuals for Fire System Support – Repair – Replace Services.

Proposals are to be addressed and delivered to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, (located on the east side of Rural Road between Apache Road & Broadway Road) Tempe, Arizona 85281 on or before 3:00 P.M., MST on August 24, 2011 at which time a representative of Purchasing and Business Services will announce publicly the names of those firms or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Arizona State University's Overnight Delivery (FedEx, Airborne, and UPS, etc.) address is:

Purchasing and Business Services
University Services Building
Arizona State University
1551 S. Rural Rd
Tempe, AZ 85281

Arizona State University's U.S. Postal Service Mail address is:

Purchasing and Business Services
Arizona State University
P.O. Box 875212
Tempe, AZ 85287-5212

ARIZONA STATE UNIVERSITY

Doug Boyer

Douglas E. Boyer, C.P.M., CPPB
Purchasing Construction Manager

SECTION II.

PURPOSE OF THE RFP

1. BACKGROUND INFORMATION

Arizona State University (ASU) is one of the premier metropolitan public research universities in the nation. Enrolling more than 63,000 undergraduate, graduate, and professional students on four campus-campuses in metropolitan Phoenix, ASU maintains a tradition of academic excellence in core disciplines, and has become an important global center for innovative interdisciplinary teaching and research. ASU offers outstanding resources for study and research, including libraries and museums with important collections, studios and performing arts spaces for creative endeavors, and unsurpassed state-of-the-art scientific and technological laboratories and research facilities.

In addition to the historic Tempe campus, a college town in the midst of a dynamic metropolitan region, the university comprises two newer campuses with more specialized missions: ASU West, in northwest Phoenix adjacent to Glendale, and ASU Polytechnic in Mesa. In downtown Phoenix, ASU's Downtown Campus offers academic programs and professional certificate programs. A major expansion to ASU Facilities is currently underway with a fourth campus completed at an ASU-owned facility in downtown Phoenix and a fifth campus to be constructed in the North Valley. This growth is planned to accommodate the increase in students to approximately 90,000+ by 2020. Residential facilities on the Main Campus are being expanded through new construction projects and the purchase of existing apartment complexes to allow the residential population to grow to an anticipated 15,000 students.

ASU is research-driven but focused on learning—teaching is carried out in a context that encourages the creation of new knowledge. ASU currently ranks fifth among public universities in its enrollment of freshmen merit scholars. The university champions diversity, and is international in scope, welcoming students from all 50 states and nations across the globe. ASU is an active partner with the private sector in initiatives to enhance the social well-being, economic competitiveness, cultural depth, and quality of life of metropolitan Phoenix and the state.

2. INTENT

The University is seeking proposals for support, repair, replacement, upgrades and new construction services of the University's fire maintenance system on the ASU Tempe Campus.

It is the intent of the University to issue multiple contract awards for the performance of this work.

The contract will be available for use by other University departments during this time period.

The University desires to place orders with the successful firm(s) under this solicitation via any electronic methods of ordering offered by the successful firm(s), and to make payment for these orders with a Visa Card.

3. **TERM OF CONTRACT**
The term of this contract will be one (1) year from contract start date with four (4) additional one year options, the renewals of which are to be by mutual agreement of ASU and the contracted firm or firms. The total number of years the contract can stay in effect is five (5) years.

SECTION III.

PRE-PROPOSAL CONFERENCE

__ No pre-proposal conference will be held.

_X_ A pre-proposal conference will be held at 9:30 a.m., August 11, 2011 in University Services Building, Room 1302, 1551 S. Rural Rd., Tempe, AZ 85281.

All attendees must sign in at the front desk. Attendance at the Pre-Bid meeting, though not mandatory, is highly recommended

Reference the ASU Parking Map at http://www.asu.edu/map for location and instructions for the USB Parking lot.

The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the University's intention and desires, and/or to give prospective suppliers an opportunity to review the site of the work. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be presented to the University representative at this conference. The University representative will then determine the appropriate action. If necessary, the University representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal.

You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know of your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

SECTION IV.

INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the receptionist area, first floor, University Services Building, Purchasing and Business Services, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281, on or before the time and date set for closing. The University Services Building is located on the east side of Rural Road between Apache Road & Broadway Road. Our delivery address is Purchasing and Business Services, University Services Building, Arizona State University, 1551 S Rural Road, Tempe, Arizona 85281. Proposals should be in a sealed envelope marked:

   Name of Proposer
   Title of Proposal
   RFP Number
   Date and Time Proposal is Due

   No telephone, electronic or facsimile proposals will be considered. Proposals received after the time and date for closing will be returned to the proposer unopened.

2. **DIRECTIONS TO USB VISITOR PARKING.** Purchasing and Business Services is in the University Services Building (USB) 1551 S. Rural Road, Tempe AZ, 85281 (located on the east side of Rural between Broadway Ave and Apache Boulevard). Visitors may park in the USB Lot 45, located directly behind the building, using the Pay by Space machine, which has a cost **of $1.00 per one hour** or any portion thereof. The meter will be located near the main entry to USB, to allow visitors to park their vehicles and easily access the machine on their way into the building.

   All visitors to USB are to obtain a visitor's badge from the USB Reception Desk to wear while in the building, please check in at the USB Reception Desk. The receptionist will call to have you escorted to your meeting.

3. Proposals must be submitted as a complete document set as follows:

   a. One (1) hardcopy clearly marked 'original' in 8.5" x 11" non-binding form. No metal or plastic binding – may use binder, folder, or clip for easy removal of

proposal. Sections shall be index tabbed, reference Section X, Form of Proposal for more specific instructions.

b. One (1) electronic copy on CD in PDF format, PC readable, labeled, and not password protected. ***One "single"*** document for main submittal on disk. Any confidential and/or proprietary documents much be on a separate CD and labeled appropriately.

c. Proposer must check and play all CD's before submitting. Company marketing materials are not recommended and all photos must be compressed to small size formats.

4. You may withdraw your proposal at any time prior to the time and date set for closing.

5. No department, school, or office at the University has the authority to solicit or receive official proposals other than Purchasing and Business Services. All solicitation is performed under the direct supervision of the Director of Purchasing and Business Services and in complete accordance with University policies and procedures.

6. The University reserves the right to conduct discussions with proposers, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, the University will not disclose any information derived from proposals submitted, or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

7. Proposers submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the University may be requested to give an oral presentation to a selection committee. Purchasing and Business Services will do scheduling of these oral presentations.

8. The award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this Request for Proposal. Price, although a consideration, will not be the sole determining factor.

9. If you are submitting any information you consider to be proprietary, you must place it in a separate envelope and mark it "Proprietary Information". If the Director of Purchasing and Business Services concurs, this information will not be considered public information. The Director of Purchasing and Business Services is the final authority as to the extent of material, which is considered proprietary or confidential. Pricing information cannot be considered proprietary.

10. **The University is committed to the development of Small Business and Small Disadvantaged Business (SB & SDB) suppliers. If subcontracting is necessary, the successful proposer will make every effort to use SB & SDB in the performance of any contract resulting from this Request for**

Proposal. A report may be required at each annual anniversary date and at the completion of the contract indicating the extent of SB & SDB participation. A description of the proposer's expected efforts to solicit SB & SDB participation should be enclosed with your proposal.

11. Your proposal should be submitted in the format shown in **Section X.** Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected.

12. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled proposal opening date.

13. The successful proposer is expected to enter into a standard form of agreement approved by the Arizona Board of Regents. The Arizona State University contract terms and conditions are included in this Request for Proposal in Section XI. These terms and conditions are intended to be incorporated into the agreement between the University and the successful proposer. **Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected**. Special terms and conditions address subjects that are important to the University. Proposers may suggest alternatives to these special terms and conditions. **However, proposals that are contingent upon any changes to these special terms and conditions will be at a competitive disadvantage in the proposal evaluation process.**

14. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any proposer and is included in order to advise the potential proposer of the requirements for the University. Any offer, which proposes like quality, design or performance, will be considered.

15. May: Indicates something that is not mandatory but permissible/ desirable.

    Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as non-responsive.

    Should: Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the University may, at its sole option, ask the

proposer to provide the information or evaluate the proposal without the information.

16. Any person, firm, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications/scope of work.

17. All responses and accompanying documentation will become the property of the University at the time the proposals are opened.

18. The University of Arizona, Northern Arizona University, and Arizona State University are all state universities governed by the Arizona Board of Regents. **Unless reasonable objection is made in writing as part of your response to this solicitation, the Board or either of the other two Universities may purchase goods and/or services from any agreement resulting from this solicitation.**

19. The University has entered into Cooperative Purchasing Agreements with The Maricopa County Community College District and with Maricopa County, in accordance with A.R.S. Sections 11-952 and 41-2632. Under these Cooperative Purchasing Agreements, and with the concurrence of the successful proposer, the Community College District and/or Maricopa County may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to the Maricopa County Community College District and or Maricopa County, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

20. Arizona State University is also a member of the Strategic Alliance for Volume Expenditures ($AVE) cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful contractor under this solicitation, a member of $AVE may access an Agreement resulting from a solicitation done by the University. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the University will assume that you do wish to grant access to any Agreement that may result from this Request for Proposal.

21. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this Request for Proposal must be directed, in writing or by facsimile, to:

Doug Boyer, Construction Purchasing Manager
Purchasing and Business Services
University Services Building
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

Tel: 480.965.2217
Fax: 480.965.2234

Requests must be submitted on a copy of the Proposer Inquiry Form included in Section VIII of this Request for Proposal. All formal inquiries must be submitted at least seven (7) calendar days before the time and date set for closing this Request for Proposal. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

Note that the University will answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Proposers shall not rely on any verbal responses from the University. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal, submit your questions on a Proposer Inquiry Form from Section VIII of this Request for Proposal.

22. The University shall not reimburse any proposer the cost of responding to a Request for Proposal.

23. In accordance with an executive order titled "Air Pollution Emergency Proclamation" modified by the Governor of Arizona on July 16, 1996, the University formally requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

24. Arizona requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications. See A.R.S. §34-451.

25. To the extent applicable to any agreement resulting from this solicitation, the proposer shall comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards") as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. Proposer will use all security and privacy safeguards necessary to protect Protected Health Information (PHI), as defined by HIPPA, and shall immediately report to University all improper use or disclosure of PHI of which it becomes aware. Proposer agrees to ensure that its agents and subcontractors agree to and abide by these requirements. Proposer agrees to indemnify the State of Arizona, the Arizona Board of Regents, Arizona State University and

their regents, employees and agents against all harm or damage caused or contributed to by Proposer's breach of its obligations under this paragraph.

26. The University believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C. This paragraph does not include all of the provisions of the Regents procedures, but it does tell you what you have to do to initiate a protest. First, you have to be an "interested party." An "interested party" is an actual or prospective proposer whose direct economic interest may be affected by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an actual prospective bidder or offeror has a *direct* economic interest will depend upon the circumstances in each case. At a minimum, the interest must be substantial and must be tangibly affected by the administrative action or proposed action concerned in the case. For instance, a bidder or proposer who is fourth in line for award does not have a sufficient economic interest to protest the proposed award of a contract to the low bidder. Second, you must submit the protest in a timely manner. In procurements inviting bids, protests based upon alleged errors, irregularities or, improprieties in a solicitation that are apparent before the bid opening shall be filed before the bid opening. In procurements requesting proposals, protests based upon alleged errors, irregularities or improprieties in a solicitation that are apparent before the closing date for receipt of initial proposals shall be filed before the closing date for receipt of initial proposals. Protests concerning improprieties that do not exist in the initial solicitation, but that are subsequently incorporated into the solicitation, shall be filed by the next closing date for receipt of proposals following the incorporation. In cases other than those just covered, protests shall be filed no later than ten days after a contract is awarded in connection with the procurement action. Failure to timely protest shall be deemed a waiver of all rights. Third, and finally, your protest shall be in writing and shall include the following information: (1) The name, address, telephone number, and fax number of the protestor; (2) The signature of the protestor or its representative; (3) Identification of the solicitation or contract number; (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and (5) The form of relief requested.

Protests should be directed to:

John F. Riley, C.P.M.
Executive Director of Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe AZ 85287-5212
Fax: (480) 965-2234

Please note that as the University takes protests very seriously, we expect you to do so as well. Frivolous protests will not result in gain for your firm.

28. **EXCEPTIONS:** Any exception taken to the requirements of the RFP must be included in the proposal submitted. Submission of a proposal without exception signifies that the Firm accepts all requirements of the RFP and will execute a contract, if offered, on the ASU standard form, which is supplied in the RFP.

29. Other Opportunities with Arizona State University not related to this solicitation.

The ASU Alumni Advantage

Connect your business with an affluent, educated audience through a business partnership with the ASU Alumni Association. The Association is the touchstone for ASU's 300,000 alumni and provides valuable connections between them and a wide variety of businesses. By doing business with ASU, the largest university in the United States, your company can stand above the competition.

ASU alumni represent a responsive target market for your product or service.

- Alumni live worldwide.
- 70 percent of alumni reside in Arizona.
- More than 160,000 alumni live in Maricopa County.
- 11 percent of alumni reside in California.
- 75% of ASU alumni are under the age of 45.
- More than 64% of ASU alums graduated since 1984.
- More than one-third hold post-graduate degrees.
- More than 70 percent of ASU alumni are actively employed.
- 30 percent of alumni earn between $60,000 and $90,000 annually.
- 25 percent of ASU alumni earn more than $90,000 annually.

Specific partnership opportunities exist in a variety of areas.

- Advertise in the quarterly ASU Magazine, mailed to more than 260,000 homes around the world. ASU Magazine is the largest circulation magazine in the Southwest. Our **rate card** is available for download. www.asu.edu/alumni.
- Sponsor one of the Association's many programs and events and receive recognition and access to targeted audiences.

Events include: Founder's Day in March, Senior Send off in April, Homecoming in the Fall, Travel shows, Career Fairs and many more! Costs from $500 to $2500.
- Create a unique partnership with us to suit your needs.
- Establish benefits for ASU alumni by offering targeted discounts and services.
- Advertise on this Web site or on our 55 Chapter/Club websites or in our electronic newsletters, sent out to more than 80,000 people monthly. Cost is $1000 per mo per each advertising venue.

Your business partnership contact is **Rhonda McClintock**. Contact her today to start doing business with the Sun Devil nation. (480) 965-5051.

Intercollegiate Athletics

Sun Devil Sports Marketing is the exclusive marketing and corporate sponsorship partner for Arizona State University Athletics and manages all corporate marketing opportunities surrounding Sun Devil Athletics, including on-premise signage, TV, radio, print, internet, premium hospitality, event marketing and promotions. If you are interested in partnering with ASU Athletics, please contact Steve Hank at 480-727-0104 or at steven.hank@asu.edu.

SECTION V.

SPECIFICATIONS/SCOPE OF WORK

The successful proposer will perform fire system support, repair, replacement, installation and design services on the ASU Tempe campus. The University may, at its discretion, allow other departments and campuses to use the resultant contract from this solicitation. The scope of this work includes:

Support for all fire system elements, including, but not limited to, the following:

- ASU's Central Monitoring Stations (i.e. Fireworks)
- FACP panel and NAC panel
- Initiating Devices (SD, HD, Pulls, Etc.)
- Notification Devices (Horn, Strobe, Etc.)
- Sprinkler Flow and Tamper Switches and other related Sprinkler/Wet Maintenance Systems
- Output Relays (for Doors, Dampers, Etc.)
- Annunciators
- Suppression Systems (Halon, FM200, etc.)
- Fire networking and communications and as well as all associated devices
- Support of Edward's EST3 and Fireworks Systems found on the ASU Campuses
- Support, design and installation of fire, wet and suppression systems
- Support of Simplex, JCI, Honeywell and other fire related systems
- Design, resource and implementation specific to the ASU network
- Resource for design improvement

As part of your proposal, please describe your method of approach, including current understanding of NFPA 25 and NFPA 72

The University will require cooperation and support between competing products and suppliers, due to the number of different products on the campus.

SECTION VI.

GREEN PURCHASING REQUIREMENTS/SPECIFICATIONS

In order to reduce the adverse environmental impact of our purchasing decisions we are committed to buy goods and services from manufacturers and suppliers who share our environmental concern and commitment. Green purchasing is the method wherein environmental and social considerations are taken with equal weight to the price, availability and performance criteria that we use to make purchasing decisions.

Proposer/Bidder shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a less or reduced effect on human health and the environment when compared to other products that serve the same purpose. If two products are equal in performance characteristics and the pricing is within 5%, the university will favor the more environmentally preferable product.

If you are citing environmentally preferred product claims, you must provide proper certification or detailed information on environmental benefits, durability and recyclable properties.

The university and the supplier may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products are readily available at a competitive cost and satisfy the university's performance needs.

Unless otherwise specified, bidders/proposers and contractors shall use recycled paper and double-sided coping for the production of all printed and photocopied documents. Furthermore, the documents shall be clearly marked to indicate that they are printed on recycled content (minimum 30% post-consumer waste) paper.

Proposer/Bidder shall provide packaging/packing materials that meet at least one of, and preferably, all of the following criteria:

- Made from 100% post-consumer recycled materials;
- Be recyclable;
- Reusable;
- Non-toxic;
- Bio-degradable.

This information will be used as part of the evaluation criteria for Supplier/Proposer Sustainability efforts for the RFP process.

SECTION VII.

PROPOSER QUALIFICATIONS

The University is soliciting proposals from firms, which are in the business of providing services as listed in this Request for Proposal. Your proposal shall include, at a minimum, the following information. Failure to include these items may be grounds for rejection of your proposal.

- The proposer shall present evidence that the firm or its officers have been engaged for at least the past five (5) years in providing services as listed in this Request for Proposal.
- Design capabilities of your firm to perform the services described in this Request For Proposal;
- Resumes and certifications of key personnel;
- Project histories and references **(minimum of 3)** that demonstrate the experience of the company. **NOTE:** It is highly desirable that this experience reflects installations comparable in size to that of the University;
- Your standard and emergency response times as part of your method of approach, and how you will achieve this;
- Pricing;
- Your training program for your employees and how you will keep it up to date;
- Added value offered by your company. (Options, innovations and additional service suggestions.)

SECTION VIII.

EVALUATION CRITERIA

Proposals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

1. Knowledge and understanding to perform work, to include design capabilities and certifications of staff (such as NICET, EST3, Fireworks, and/or other manufacturer specific certifications)

2. Experience of key personnel regarding this kind of work

3. Experience of company that demonstrates the ability to support a large college or university

4. Method of approach to complete the scope of work for this solicitation, including staffing and emergency response times

5. Pricing

6. Your Company's Training Program for Company Employees

7. Your company's green policies

8. Added value offered by your company

SECTION IX.

PRICING SCHEDULE

Please provide pricing for the following:

Parts List – Please provide a complete parts list, including List Price and Discount Off List Price;

Hourly Rates – Please provide hourly rates based on straight time, overtime, and holiday time for the following personnel:

- Fire Alarm Technician
- Fire Sprinkler Technician
- Design Engineer

Please provide detail for any miscellaneous charges.

SECTION X.

FORM OF PROPOSAL / SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. If proposer fails to provide any of the following information, with the exception of the mandatory proposal certification, the University may, at its' sole option, ask the proposer to provide the missing information or evaluate the proposal without the missing information.

1. A description of your firm's method for electronic ordering, and ability to accept a VISA Card for payment.

2. Knowledge and understanding to perform work, to include design capabilities and certifications of staff (such as NICET, EST3, Fireworks, and/or other manufacturer specific certifications)

3. Experience of key personnel regarding this kind of work

4. Experience of company that demonstrates the ability to support a large college or university

5. Method of approach to complete the scope of work for this solicitation, including staffing and emergency response times

6. Pricing

7. Your Company's Training Program for Company Employees

8. Your company's green policies

9. Added value offered by your company

SECTION XI.

TERMS & CONDITIONS

1. **PAYMENT.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. The University's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. The payment terms for this Agreement are Net 30 days. An invoice shall be submitted directly to the University's Payables and Reimbursements Department, unless otherwise directed. Any delays in payment are usually attributable to one of the following: failure of the supplier to submit an invoice to Payables and Reimbursements, dissatisfaction of the requesting department with the order delivered by the supplier, and a variance of the dollar amounts on the purchase order, the receiver, and the invoice. The interest rate on overdue payments is eighteen (18) percent APR. Such interest will begin accruing on the thirty-first (31st) day after the latest date of: the date of a valid purchase order, the date a correct supplier invoice is received at Payables and Reimbursements, and the date of delivery of an order that is satisfactory to the requesting department. Any claims for interest must be substantiated by copies of documents that show the date of the valid purchase order, the date a correct invoice was delivered to Payables and Reimbursements, and the date an order was delivered to the requesting department. The University may adjust the interest period, or deny the interest claim, based upon their documentation that there was no valid purchase order, that an incorrect invoice was submitted, that the order delivered was not satisfactory, or that the dates of any event were other than as claimed.

2. **REMEDIES AND APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The University and Proposer shall have all remedies afforded each by said law.

3. **FORCE MAJEURE.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4. **ANTI-KICKBACK.** In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

5. **GRATUITIES.** The University may, by written notice to the Proposer, cancel this Agreement if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the State of Arizona with a view toward securing a contract or securing favorable treatment

with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event this Agreement is canceled by University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

6. **MODIFICATIONS.** This Agreement can be modified or rescinded only by a writing signed by both parties, or their duly authorized agents.

7. **ASSIGNMENT-DELEGATION.** No right or interest in this Agreement shall be assigned, or any obligation delegated, by Proposer without the written permission of the University. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. **INTERPRETATION-PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this Agreement, the definition contained in the Code is to control.

9. **EQUAL OPPORTUNITY CLAUSE.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. §60-1.4.41, C.F.R. §60-250.4 and 41, and C.F.R. §60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations or orders of the Secretary of Labor.

10. **TERMINATION FOR DEFAULT.** In the event that the Proposer shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Proposer in writing of such failure and demand that the same be remedied within 10 days. Should the Proposer fail to remedy the same within said period, the University shall then have the right to terminate this Agreement.

11. **NO WAIVER.** No waiver by University of any breach of the provisions of this Agreement by the Proposer shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

12. **TERMINATION.** The University may by written notice, stating the extent and effective date terminate this order for convenience in whole or in part, at any time. University shall pay the Proposer as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from

other sources by the Proposer as approved by the University, with respect to the undelivered or unacceptable portion of this order, provided compensation hereunder shall in no event exceed the total order price.

13. **CANCELLATION OF STATE CONTRACT.** In accordance with A.R.S. §38-511, this Agreement may be canceled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the University is, at anytime while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

14. **LABOR DISPUTES.** Proposer shall give prompt notice to the University of any actual, or potential labor dispute, which delays or may delay performance under this Agreement.

15. **CONTRACT CLAIMS AND CONTROVERSIES.** All contract claims and controversies arising under this Agreement shall be resolved pursuant to the Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809C.

16. **CANCELLATION FOR LACK OF FUNDING.** This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents and Arizona State University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. The Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.

17. **ASSIGNMENT OF ANTI-TRUST OVERCHARGE CLAIMS.** The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, the Proposer hereby assigns to the Arizona Board of Regents for and on behalf of the University any and all claims for such overcharges.

18. **INSPECTION AND AUDIT.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Arizona Board of Regents, Arizona State University or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at Arizona State University, or such other location as designated by Arizona State University, upon reasonable notice to the Proposer.

19. **INSOLVENCY.** The University shall have the right to terminate this Agreement at any time in the event Proposer files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Proposer and not discharged within thirty (30) days; or if Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Proposer or its business.

20. **ADVERTISING.** Proposer agrees that it will not use Arizona State University or any of its names or trademarks in any Proposer advertising.

21. **INDEMNIFICATION.** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Proposer for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

22. **PARKING.** The Proposer shall obtain all parking permits and/or decals required while performing work on University premises. The Proposer should contact the Parking and Transit Department, Administration Division at 480-965-6407.

23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve Arizona State University and may involve access to secure or sensitive data or personal client data or development or modification of software for the University shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers.

24. **NON-DISCRIMINATION:** The successful contractor or supplier shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non – Discrimination, and Immigration.

25. **LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS.** As required by Arizona Revised Statutes §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct

random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement.

26. **SUDAN AND IRAN:** Pursuant to Arizona Revised Statutes § 35-397, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

27. **UNIVERSITY WEAPONS POLICY:** The University prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all University residential facilities (whether managed by the University or another entity), in all University vehicles, and at all University or University affiliate sponsored events and activities. Notification by Proposer to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Proposer ("Proposer Parties") of this policy is a condition and requirement of this Contract. Proposer further agrees to enforce this contractual requirement against all Proposer Parties. The University's policy may be accessed through the following webpage: http://www.asu.edu/aad/manuals/pdp/pdp201-05.html.

28. **SUSTAINABILITY REQUIRMENTS: Arizona State University is dedicated to acquiring products and services that meet Sustainability requirements.** Indicate any business practices or technology that meets the following criteria.

For the purpose of judging Sustainability the following description applies: A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.

29. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD:** For ecommerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and provide written attestation of compliance annually.

30. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

31. **DEBARMENT AND SUSPENSION.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at http://epls.arnet.gov.

32. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SPECIAL TERMS AND CONDITIONS

33. __X__ **E-COMMERCE** Arizona State University has adopted a Visa Card from JP Morgan Chase Bank as its Purchasing Card. The University is very interested in adopting electronic methods of ordering from suppliers and in making associated payments with its Purchasing Card. If your firm has an electronic method of ordering, please describe it. These electronic methods of ordering could range from your firm distributing a paper catalog and accepting fax orders, to your firm has a Web site in which users can configure and order products. Please also advise if your firm can accept payment with a Visa Card.

34. ____**PROPOSER TO PACKAGE GOODS.** Proposer will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked with the following: (a) Proposer's name and address; (b) University department's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Proposer shall bear cost of packaging unless specifically otherwise provided.

35. ____**SHIPMENT UNDER RESERVATION PROHIBITED.** Proposer is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

36. ___**TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.

37. ___**RIGHT OF INSPECTION.** The University shall have the right to inspect the goods at delivery before accepting them.

38. ___**NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of goods must fully comply with all provisions of this Agreement as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender.

39. ___**WARRANTIES.** In addition to any implied warranties, Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples, if any, furnished by the Proposer. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

40. ___**COPYRIGHT OWNERSHIP**. Proposer's work under this agreement is "work for hire" for purposes of the copyright laws of the United States and any foreign countries, and title to any subject copyright will vest with the University.

If for any reason the Work would not be considered a work made for hire under applicable law, Proposer sells, assigns, and transfers to University all rights and title to the copyright in the Work, related registrations and copyright applications, and any related renewals and extensions. This grant of rights and assignment extends to all works based upon, derived from, or incorporating the Work, to all income, royalties, damages, claims and payments payable now or later, to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and to all corresponding rights throughout the world.

If the Work is one to which the provisions of 17 U.S.C. 106A apply, the Author waives and appoints University to assert on the Proposer's behalf the Proposer's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including removal or destruction) or the making of any derivative works based on the Work, including photographs, drawings or other visual reproductions or the Work, in any medium, for university purposes.

Proposer agrees to execute all papers and to perform other proper acts as University may deem necessary to secure these rights for University or its designee.

41. _X__**INSURANCE REQUIREMENTS.** Without limiting any liabilities or any other obligation of the Proposer, the Proposer shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A-VII in the current A.M. Best's, the minimum insurance coverage below:

A. **Commercial General Liability**, with minimum limits of $1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of $2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract. The policy shall include coverage for:

Bodily Injury;
Broad Form Property Damage (including completed operations);**(THIS AMOUNT IS PART OF THE $1,000,000)**
Independent Contractors Coverage;
Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract; and
Fire Legal Liability.

B. **Business Automobile Liability**, with minimum limits of $1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona, its departments, agencies, boards and commissions as an Additional Insured with reference to this contract.

C. **Workers Compensation and Employers Liability** insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits
Employers Liability (Coverage B):	$500,000 each accident
	$500,000each employee/disease
	$1,000,000 policy limit/disease

Policy shall include endorsement for All State coverage for state of hire.

D. **Professional Liability Insurance** with minimum limits of $1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of $1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover

professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona, its departments, agencies, boards and commissions, shall include one of the following types of Professional Liability policies (if applicable to the scope of work):

Directors and Officers
Errors and Omissions
Medical Malpractice
Druggists Professional
Architects/Engineers Professional
Lawyers Professional
Teachers Professional
Accountants Professional
Social Workers Professional

Other (Specify profession from Scope of Work)

The State of Arizona, its departments, agencies, boards and commissions shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

E. The State of Arizona, its departments, agencies, boards and commissions reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

F. Certificates of Insurance acceptable to the State of Arizona, its departments, agencies, boards and commissions shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona, its departments, agencies, boards and commissions as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be cancelled until at least thirty (30) days prior written notice has been given to the State of Arizona, its departments, agencies, boards and commissions. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

G. Failure on the part of the Proposer to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona, its departments, agencies, boards and commissions may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona, its departments, agencies, boards and commissions shall be repaid by the Proposer upon demand, or the State of Arizona, its departments, agencies, boards and commissions may

offset the cost of the premiums against any monies due to the Proposer. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona, its departments, agencies, boards and commissions. Proposer and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its departments, agencies, boards, commissions, employees and officers.

40.___**PERFORMANCE AND PAYMENT BONDS.** The Proposer shall provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of this Agreement and the payment of all obligations (100%) rising thereunder, in such form as the University may prescribe and with approved sureties. The successful Proposer shall deliver the required bonds to the University not later than the date of executing this Agreement. The Proposer shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Arizona and shall be acceptable to the University. The bond amount shall be increased to include any change order added to this Agreement to one hundred percent (100%) of the total value amount of each change order.

41._X__**SALES AND USE TAX.** The Proposer agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Proposer further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Proposer or any subcontractor to comply with the provisions of any or all said laws and amendments. The University is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from the University.

42._X__**PERSONNEL.** Employees of the Proposer assigned to the project and identified by name in the proposal shall remain dedicated to this project. Personnel changes shall be permitted only with prior notification and approval of the University.

43.___**LIQUIDATED DAMAGES.** The University and the Proposer agree that in the event that the Proposer fails to perform under this Agreement, the University will be damaged. The extent of the damage is very difficult to calculate. Therefore, the Proposer agrees to pay the University liquidated damages if the agreed upon delivery and installation dates are not met. These liquidated damages shall be % of the total Agreement price per day after the agreed on completion date, not to exceed a total of ___% of the total Agreement price.

44.___**INSTALLMENT PAYMENT AGREEMENT.** The University is precluded from entering into an installment payment agreement unless such agreement can be

canceled for non-allocation of funds at the end of any fiscal year, at no penalty to the University. If funds are not allocated for this Agreement for periodic payment in any future annual fiscal period, following the University's formal request for funds, the University is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. The University agrees to notify the Proposer of such non-allocation at the earliest possible time. No penalty shall accrue to the University in the event this provision shall be exercised. This provision shall not be construed so as to permit the University to terminate this Agreement in order to acquire similar equipment from another party.

45._X__**PRICE ADJUSTMENT.** Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Proposer. The University will not approve price increases that will merely increase the gross profitability of the Proposer at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall determine whether the requested price increase or an alternate option is in the best interest of the University. Similarly, Proposer agrees that the costs of any maintenance agreements beyond the warranty period will increase a maximum of (10%) ten percent per year and a total of (25%) twenty-five percent over a (5) five year period.

46._X_**FURNISH AND INSTALL.** The items in this proposal will be provided on a Proposer furnish and install basis. The successful Proposer shall have complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful Proposer. Delivery of equipment will be coordinated so that items will be delivered direct to the installation site. This will minimize risk of damage and avoid double handling.

47.___**THE ARIZONA STATE UNIVERSITY CONFIDENTIAL FINANCIAL INFORMATION AGREEMENT IS REQUIRED.** This agreement is necessary to comply with the requirements of the Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.

48.___**The University and Contractor recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g).** FERPA permits disclosure of student record information to "other school officials" who have a legitimate educational interest in the information. The federal Family Compliance Office has recognized that institutions can designate other entities, including vendors and consultants, as "other school officials". Designated representatives of Contractor will be designated as "other school officials" for purposes of this Agreement. No designated representative of the Contractor shall disclose information it receives under this agreement to any third party, except with the consent of the student or as required by law. Any disclosures made by the Contractor should comply with the University's definition of legitimate educational purpose. If any designated

representative discloses or misuses any educational record, the University will take appropriate action against the designated representative that is similar to action ASU would take against one of its employees who disclosed or misused the educational records of its students.

Section XII.

CERTIFICATIONS AND FORMS

(COMPLETION REQUIRED)

Proposer Inquiry Form
Conflict of Interest Certification
Federal Debarred List Certification
Anti-Lobbying Certification
Legal Worker Certification
Sudan or Iran Business Operations Certification
Supplier Sustainability Questionnaire
ASU SUB W-9 & Vendor Authorization Form

PROPOSER INQUIRY FORM

(Pre-Proposal Questions, General Clarifications, etc.)

PROJECT NAME: FIRE SYSTEM SUPPORT – REPAIR – REPLACE SERVICES

PROPOSAL NUMBER: RFP 171201

INQUIRY DEADLINE: 5:00 P.M., M.S.T., AUGUST 16, 2011

QUESTIONS ON: _____ ORIGINAL PROPOSAL or _____ ADDENDUM NO. _____

SECTION NUMBER: _____

WRITER: _____

FAX NO. _____ PHONE NO. _____

COMPANY: _____

COMPANY E-MAIL ADDRESS: _____

DATE: _____

QUESTIONS:

_____

_____

_____

_____

_____

_____

_____

_____

CONFLICT OF INTEREST CERTIFICATION

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that to the best of his/her knowledge: (**check only one**)

(X) There is no officer or employee of Arizona State University who has, or whose relative has, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Arizona State University who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, Phx AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007. Previous editions are obsolete and cannot be used.)

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) (Check one) **Are ( )** or **are not (X)** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) **Have ( )** or **have not (X)**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (Check one) **Are ( )** or **are not (X)** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (I) (B) of this provision.

(ii) The Offeror (check one) **has ( )** or **has not (X)**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.,* general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen rd, PHX, AZ 85053
(address)

(signature required)

602-944-9330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2005)

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(Signature page follows)

Anti-Lobbying Certification
Signature Page

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX, AZ 85053
(address)

602-944-3330
(Phone)

(signature required)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 01-31-2007)

LEGAL WORKER CERTIFICATION

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the University. The University retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX AZ 85053
(address)

(signature required)

602-944-3330
(Phone)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUDAN OR IRAN BUSINESS OPERATIONS CERTIFICATION

8-23-11
(date)

Purchasing and Business Services
Arizona State University
PO Box 875212
Tempe, AZ 85287-5212

The undersigned certifies that pursuant to Arizona Revised Statutes § 35-397, the below entity does not have a scrutinized business operation in either Sudan or Iran.

KX2 Holdings LLC dba Climatec BTG
(firm)

2851 W Kathleen Rd, PHX AZ 85053
(address)

602-944-3330
(Phone)

(signature required)

Terry Keenen
(print name)

602-674-1279
(fax)

President
(print title)

86-0945853
(Federal Taxpayer ID Number)

(Purchasing 09-23-2008.)

SUPPLIER SUSTAINABILITY QUESTIONNAIRE

Company Name: KX2 Holdings LLC dba Climatec BTG Date: 8-23-11

The Supplier Sustainability Questionnaire must be completed and returned with your Bid/Proposal. This questionnaire is applicable to firms that provide only services as well as those that provide goods.

1. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- [X] We apply environmental criteria when making purchasing decisions.
- [ ] We purchase "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
- [ ] We specify sustainable products and or locally manufactured products
- [ ] We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- [ ] We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- [ ] Our Director of Sustainability is researching industry best procurement practices

Other – describe other ways your company monitors and manages your supply chain regarding environmental issues

_____

_____

_____

2. What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- [X] Our packaging/shipping materials are recyclable
- [ ] Our packaging/shipping materials are reusable
- [ ] Our packaging/shipping materials are bio-degradable
- [ ] Our packaging/shipping materials are made from 100% post-consumer recycled materials

Other – describe other types of sustainable packaging/shipping materials you use

_____

_____

_____

3. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- [X] We encourage carpooling, public transportation, and using other alternative modes of transportation
- [ ] We subsidize public transportation for employees
- [ ] We are developing a Green Transportation Plan
- [ ] We have an established Green Transportation Plan (Describe below)
- [X] We offer flexible hours, telecommuting or a compressed work week
- [X] We utilize teleconference, video conference, WebEx or GoTo Meetings
- [ ] We purchase carbon offsets
- [ ] We own electric, hybrid, or E-85 fueled vehicles
- [ ] We rent hybrid vehicles

Other – describe your company's Green Transportation Plan for your operation

_____

4. What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- [X] We are evaluating what the company can do to minimize the environmental costs associated with shipping
- [X] We combine deliveries with customer visits
- [X] We consolidate deliveries
- [ ] We use bike couriers for local delivery
- [X] We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- [ ] We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- [ ] Our packaging and shipping materials are reused until they eventually get recycled
- [ ] We have established a sustainability plan that minimizes the need for shipping (Describe below)
- [ ] We update mailing lists to minimize unwanted mailings
- [ ] We specify products that can be purchased within a 500 mile radius of the delivery location

Other – describe what your company does to minimize the environmental costs associated with shipping

5. Does your company have an environmental policy statement? Please check the items that apply.

- [ ] We are developing an environmental policy statement
- [X] Our environmental policy statement consists of a commitment to promote environmental stewardship
- [ ] Our environmental policy statement describes our company's Sustainability Initiative
- [ ] We have formed an oversight committee to ensure the success of our environmental policy
- [ ] Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

Other - Provide (or supply a link) your company's environmental policy statement

6. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- [X] No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- [ ] Yes, my company HAS been cited for non-compliance of an environmental or safety issue

State the reason, date and outcome of the citation

7. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- [X] We recycle consumables, reduce waste and practice energy reduction when possible
- [ ] We are developing a recycling program

- [X] We utilize a formal energy management system
- [X] We are a member of various environmental organizations
- [ ] We have formed a Sustainability Committee to identify sustainable solutions for our company
- [X] We have a company-wide Recycling Program
- [ ] Our Director of Sustainability initiates and supports sustainability efforts
- [ ] We have performed an environmental or waste audit
- [ ] We are recognized by peers and environmental organizations for providing leadership in sustainability
- [ ] We are a carbon-neutral company

Other - what other programs do you have in place, or planned for promoting resource efficiency

_____

_____

_____

8. Does your company have web-based materials available documenting your "Green" initiatives? Please check the items that apply.

- [X] We are developing web-based documentation of "Green" initiatives (Provide link)
- [ ] Our website includes "Green" reference information (Provide link)
- [ ] Our website contains an environmental policy statement (Provide link)
- [ ] Our website includes materials that document company's "Green" initiatives (Provide link)
- [ ] Our website contains our company's Sustainability Report (Provide link)

Other – Does your company have other web-based materials available documenting your "Green" initiatives? (Provide link)

_____

_____

_____

9. If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- [X] No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- [ ] Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

Provide Environmental Policy Statement

_____

_____

_____

10. If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- [X] No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- [ ] Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

Provide reason, date and outcome of the citation

_____

_____

11. Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- [X] No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- [ ] Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.

Provide certification

12. If selected pursuant to this solicitation, what are your plans for continuing your operations and services to ASU if there is a major and/or catastrophic pandemic influenza outbreak?

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS

Foreign persons who are non-residents for US Tax purposes do not complete the ASU Substitute W-9 form. Instead, complete IRS Form W-8 BEN available at http://www.irs.gov/pub/irs-pdf/fw8ben.pdf

► Taxpayer Identification Number (TIN)	86-0945853	[X] Employer ID Number (EIN) [ ] Social Security Number (SSN)

► LEGAL NAME: (must match TIN above)	KX2 Holdings, LLC dba Climatec BTG

Are you doing business in Arizona for purposes of sales/use tax collection and remittance? [X] Yes [ ] No

If "Yes" please provide Arizona License # [redacted] and sales/use tax rate charged % DUNS# [redacted]

► LEGAL MAILING ADDRESS:	(Where tax information and general correspondence is to be sent)				
DBA/Branch/Location:	Phoenix				
ADDRESS:	2851 W Kathleen Rd				
ADDRESS LINE 2:					
CITY:	Phoenix	ST:	AZ	ZIP:	85234

► REMIT TO ADDRESS:	[X] Same as Legal Mailing Address				
DBA/Branch/Location:					
ADDRESS:					
ADDRESS LINE 2:					
CITY:		ST:		ZIP:	

► ENTITY TYPE

[ ] Individual (not a business)	[ ] Sole proprietor (individually owned business) or sole proprietor organized as LLC or PLLC	[X] Corporation (NOT providing health care, medical or legal services) LLC	[ ] Corporation (providing health care, medical or legal services)	[ ] Partnership, LLP or partnership organized as LLC or PLLC
[ ] The US or any of its political subdivisions or instrumentalities	[ ] A state, a possession of the US, or any of their political subdivisions or instrumentalities)	[ ] Tax-exempt organizations under IRC §501	[ ] An international organization or any of its agencies or instrumentalities	[ ] State of Arizona Employee

► CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding,
3. I am a U.S. person (including a resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding

Signature of U.S. Individual	Date: 8-23-11

NOTE: ***IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.*** Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

RETURN TO ASU	ARIZONA STATE UNIVERSITY SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM	DO NOT SEND TO IRS

▶ Legal Name:	TIN:
KX2 Holdings LLC dba Climatec BTG	86-0945853

SECTION 1 - FEDERAL INFORMATION - *REQUIRED*

What is the Federal classification type of your business? - See definitions on link below.
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)
http://www.sba.gov/size

LARGE Business? YES [X] NO [ ]
SMALL Business? YES [ ] NO [X]

Please check all that apply to your business for Federal Supplier Type:

Service Disabled Veteran Owned (VD) [X]	Small Disadvantaged (SD) [ ]	Women Owned (WO) [ ]
Veteran Owned (VO) [ ]	Minority Institution (MI) [ ]	HUB Zone (HZ) [ ]

SECTION 2 - STATE OF ARIZONA SMALL BUSINESS INFORMATION - *REQUIRED*

Are you self-certified according to this State of Arizona definition? *"100 full-time employees or less OR $4 million in volume or less in the last fiscal year"*	YES [ ]	NO [X]

Per FAR 52.219-1 and under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall be punished by imposition of fine, imprisonment, or both; be subject to administrative remedies, including suspension and debarment; and be ineligible for participation in programs conducted under the authority of the Act.

Print Name:	Terry Keenen
Signature:	

PHONE: 602-944-3330	**FAX:** 602-674-1279

VENDOR – LIST PRODUCT or SERVICE PROVIDED	EST Fire Alarm Products and Service Labor

IF BUYER NAME IS LISTED PLEASE RETURN TO BUYER	Buyer:	Phone:	Fax:

NOTE: ***IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.*** Arizona State University (ASU) is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG

EXHIBIT B
Award and Rate Sheet

CLIMATEC
BUILDING TECHNOLOGIES GROUP

TECHNICAL SERVICE AGREEMENT REF:
Dispatch Service Number: (602) 906-4151
Service email www.phxservice@climatec.com

Proposal Date: 03-30-15
Start Date: 07-1-15
End Date: 6-30-18

BY AND BETWEEN:

CLIMATEC, BTG
2851 W. Kathleen Rd.
Phoenix, Arizona 85053

CLIENT:

CITY OF GLENDALE
6210 W. Myrtle Ave
Glendale, AZ 85301-1700

This proposal is firm for thirty (30) days and shall include the Terms & Conditions and Schedule(s) attached herein:

- Schedule A Type of Service Plan
- Schedule B List of Serviced Equipment
- Schedule C Miscellaneous Conditions
- Schedule D Charges, Rates, & Pricing Terms

Scope of Services:

Annual test and inspection, technical support, and services (as listed on attached Schedules A and B) for the Fire Alarm Control Systems

Contact: Ron Gouger / Building Maintenance Supervisor
623-930-2647 Phone
623-640-1007 Cell

REgouger@GLENDALEAZ.com

Services Shall Commence/Term:

This agreement shall commence upon the approval of this document and shall continue for the same price for the next (3) three years with new Purchase Order submitted annually.

Charges:

This agreement shall be billed (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is:

1st year invoice effective July 1, 2015	$70,775.00 City Wide
Breakouts	
Pyramid Peak Water Treatment	$9,280.00
Cholla Water Treatment	$2,560.00
West Area Waste	$6,400.00
Arrowhead Water Treatment	$4,600.00
Oasis Water Treatment	$4,952.00
CC Annex	$800.00
GRPSTC (Training Bldg. Fire Station, Range)	$3,600.00
Civic Center	$1,600.00
Aquatic Center	$3,200.00
Landfill	$800.00
Parking Garage	$800.00
Total	$109,367.00

2nd 3rd years will remain level at the same annual fee with no escalation at $109,367.00 yr.

New PO from City of Glendale using ASU RFP#171201 COOP. Climatec will be submitted for each fiscal year. Either party may terminate this agreement at any time by giving a thirty (30) day written notice to the other. The agreement price may be adjusted on its anniversary date based on mutual agreement prevailing, labor, and or material costs.

All repairs, discrepancies and recommendations will be priced separate from this agreement. Full inventory upon completion of 1st year's annuals and any subsequent frequency will be reviewed to insure accuracy of labor compared to proposed price. Adjustment of labor will be reviewed by Climatec and City of Glendale for corrective action needed.

* Excluding Taxes.

CLIMATEC BTG.

Submitted by:

Allan Baringue
Name

Allan Baringue 3/30/2015

Signature Date

Service Account Manager
Title

CUSTOMER

Name

Signature Date

Title

TYPE OF SERVICE PLAN
FIRE ALARM SYSTEM TESTING SERVICE

Primary Services:

☒ **Testing and Inspection.** Annual testing of specified devices and control functions will be performed in accordance with NFPA72-96, manufacturer's recommendations, as appropriate for the ambient operating environment and sequence of operation (if available). All material shall be defined in the List of Covered Equipment in the Appendix of this proposal.

Visual inspection service will be provided while on-site for system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment (construction, ambient conditions, etc.) that could adversely affect equipment performance. Actual operating performance and cleaning will be provided under system testing. All initiating devices will be bar-coded and inventoried to insure a 100 % test.

Assigned team of technicians with Account specialist will be dedicated to your project site for ease of scheduling and coordination of all included preventative maintenance listed.

☒ **Preventive Maintenance**. Preventive Maintenance will be scheduled to coincide with normal Test and Inspect visits. Preventive Maintenance will be performed in accordance with manufacturer's recommendations and will depend upon the type of equipment and local ambient operating conditions. Preventive Maintenance will address the areas that can adversely affect device and appliance performance by means of cleaning and/or recalibration. Retesting of system devices or functions will be performed as necessary

☒ **Detector Sensitivity Testing.** NFPA 72-96 requires that all smoke detectors be sensitivity tested every other year to insure that the detectors are within acceptable tolerances. Conventional and older addressable systems will require generation of a prescribed amount of smoke by a UL Listed testing appliance and confirmation of the appropriate reading at the panel. Newer addressable systems may be UL Listed to provide sensitivity testing documentation via printed report.

☒ **Database Protection**. Climatec, BTG will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed one (1) time(s) per year on systems that Climatec represents.

☒ **Telephone Support**. Technical experts will assist you, via the telephone, to identify and resolve operational problems.

☒ **Inspection Documents** Climatec, BTG will provide a detailed testing report upon completion of test Per NFPA 72 and 25 standards. Discrepancy report with recommendations and proposal for repair will also be presented to customer after completion of test. Electronic reports are furnished for online view with the options to save and file electronically. Hard copies must be requested and will be mailed or hand delivered after completion of test.

SCHEDULE B

LIST OF SERVICED EQUIPMENT

The following list of equipment is intended to define the extent of the testing covered via this Agreement. Please contact Climatec Building Technologies Group if the equipment listed appear to be in error or incomplete.

Quantities are based from fire alarm quantities furnished by customer reports. The following equipment will be tested and cleaned where applicable.

Fire Alarm Control Panel w/Batteries

Booster Power Supplies w/Batteries

Annunciators

Manual Pull Stations

Smoke Detectors

Heat Detectors

Duct Smoke Detectors

Speakers/Horn/Strobes any combination

Wet Sprinkler Risers

Waterflows

Tampers

Fire Pump

Kitchen Hood

MISCELLANEOUS CONDITIONS

Special Conditions:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Fire Alarm control system. Fire smoke dampers are not part of the annual inspection and will be priced separate from this agreement.

Owner or owners representative will furnish entrance for access to include: electrical closets, mechanical rooms, IDF,MDF, inmates cells, janitorial closets, sprinkler riser locations and any or all that apply to inspections of the listed equipment.

Security closets and any other areas that will insure the completion of the inspection. Any delay of pre-scheduled conflict of commencement of services rendered may result in additional charges. Any hard to reach or difficult areas of access to any Fire alarm devices will be brought to facilities management.

Rental of special equipment such man or scissor lifts are included if necessary. Climatec BTG not responsible for pre-existing condition of each system, such troubles, ground faults, communication errors or any documented events prior to our service.

The services provided in this proposal are for inspection testing only, any discrepancy repairs, programming will be priced separate from this agreement.

Premium Services:

N/A

SCHEDULE D

CHARGES, RATES, & PRICING TERMS

Charges:

- Billing, invoicing will be arranged with City of Glendale upon execution of this agreement.

*Excluding Taxes.

Rates:

The following list contains the Customer Preferred labor rates that shall be used for services, provided by Climatec, BTG that is requested by the Client for services not included in this agreement:

- Field Technician (M-F 8:00 A.M. to 5:00 P.M.),
- Field Technician (M-F After 5:00 P.M. & Saturday),
- Field Technician (Sunday & Holidays),

Pricing:

Additional parts and materials, requested by the Client, shall be available to City of Glendale price per equipment part, systems that's stated in ASU RFP # 171201

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG

EXHIBIT C
Scope of Work

PROJECT

Provide fire suppression testing for both wet and dry systems as required by code and to support, repair and maintain the city's fire suppression systems within city-owned buildings.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CLIMATEC, LLC, DBA CLIMATEC BTG

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $210,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide fire suppression testing for both wet and dry systems as required by code and to support, repair and maintain the city's fire suppression systems within city-owned buildings.