CITY CLERK
ORIGINAL

C-11264
10/25/2016

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDERSON LOCK & SAFE, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 25 day of October, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Anderson Lock & Safe, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 2, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Locksmith Services Cooperative Purchasing Agreement, Contract No. 2015145 ("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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was April 2, 2015, until the date the contract expires on March 31, 2018, 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 March 31, 2020. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until March 31, 2018. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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 B.

   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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five-hundred thousand dollars ($500,000) for the entire term of the Agreement (initial term plus any renewals).

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. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. 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 Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

Anderson Lock & Sales, LLC
c/o Alan N. Anderson
6146 N. 35th Avenue, Suite 101
Phoenix, AZ 85017
602-973-0343

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: _____
Kevin R. Phelps
City Manager

"Contractor"

Anderson Lock & Sales, LLC,
an Arizona limited liability company

By: _____
Name: Alan N. Anderson
Title: Single Member

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

8/10/16

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDERSON LOCK & SAFE, LLC

EXHIBIT A
CITY OF MESA CONTRACT NO. 2015145
LOCKSMITH SERVICES

mesa·az
Purchasing Division
www.mesaaz.gov

REQUEST FOR PROPOSALS # 2015145
Locksmith Services

January 21, 2015

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM, Local Time, February 11, 2015** to provide **Locksmith Services**.

Brief Description: The intent of this solicitation is to establish a term contract for Locksmith Services.

NOTE: As of July 1st, 2014, all vendors who wish to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to http://mesaaz.gov/vendor/

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

General or Process Questions:
Nicole Arnold
Procurement Specialist
Purchasing
FAX (480) 644-2655
Nicole.arnold@MesaAZ.gov

Technical Questions:
Paul Aguilar, CPPB
Procurement Officer
Purchasing
FAX (480) 644-2655
Paul.aguilar@MesaAZ.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing contacts or designees listed on Page 1 or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the due date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 11, 2015
Time: 3:00 P.M. (Local Time)

The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.

i.5 **PROPOSAL FIRM TIME:** 180 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

i.6 **PROPOSAL SECURITY:** ☐ Yes $ 0.00 ☒ No

i.7 **SUBMIT PROPOSALS TO:** Use label at the end of this solicitation package

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

i.8 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The proposer agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this

solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

i.11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

i.13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the proposal is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that proposals be submitted on disk, CD or DVD. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the

brand name product, is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

i.15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

ADDRESS PROTESTS TO:
Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer, Business Services Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

i.23 **EVALUATION PROCESS.** Proposals will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws- including tax laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

d) Price. We will then evaluate the proposals that have met the requirements above.

e) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

f) If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Experience - Includes years providing similar locksmith services and locksmith technicians experience	150
References – Quality of work and reliability on past or current projects	150

Arizona Registrar of Contractors– History and performance record	50
Quality of RFQ Format and Organization -Thoroughness, clarity, organization/presentation	50
Price and Percentage Markup	100

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} \quad = \text{Pricing Score}$$

i.25 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

i.26 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.

i.27 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.

i.28 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

i.29 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

i.30 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

It is the proposer's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/purchasing to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

S.9 **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from state and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

S.16 **DEFAULT.**

a. A party will be in default if that party:

(i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

(ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

(iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

(iv) Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.24 **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or

employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

S.32 **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or

procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this

Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.

2. **PROJECT GOAL.** The City of Mesa's (City) goal is to establish a single term contract for Locksmith Services. Proposals will be considered only from individuals or companies who are regularly established in the locksmith business, are financially responsible and have experienced personnel by the date of Proposal submittal. This contract is non-exclusive and the City reserves the right to perform the work in-house or to have the work performed by other outside sources when deemed appropriate by City staff.

3. **SCOPE OF WORK.** The City of Mesa intends to enter into a single contract with a Contractor to provide qualified journeyman locksmiths to perform certain types of installations, re-keys and specific repair work on various City projects and Buildings for the City. The City's lock system is a Sargent / Schlage grand master keying system and will continue to be so for the duration of this contract.

4. **MINIMUM QUALIFICATIONS.** The Contractor shall be a (5) five year experienced journeyman locksmith. The journeyman locksmith(s) assigned to this contract shall submit a summary of his/her training and work experience (TAB 2 of proposal). A written history of the journeyman locksmith and all potential employees assigned to this contract shall be submitted with the proposal (Tab 2 of proposal). The Contractor shall be responsible for ensuring Contractor maintains satisfactory standards of employee competency, conduct, and integrity, with respect towards all City personnel. The Contractor shall be responsible for ensuring that all work is performed in accordance with the established practices of the trade. The Contractor shall exercise precautions at all times for the protection of persons and property. Safety provisions for all applicable laws and ordinances shall be strictly observed. It is the responsibility of the Contractor to maintain all areas of work to provide neat, attractive, and safe conditions during and upon completion of the required tasks. The City of Mesa representative may require the Contractor to discontinue potentially hazardous work practices upon notice. The City of Mesa reserves the right to require the Contractor to remove any employee from the work area whom City of Mesa has deemed incompetent, careless, or insubordinate, or whose continued employment on the work site is deemed by Cityto be contrary to the Public interest.

5. **EMPLOYEE IDENTIFICATION AND BACKGROUND CHECKS.** The Contractor must furnish the City with a current list of employees and have proper identification displayed at all times for each employee while performing for the City. The City shall have the right to conduct background checks of all employees of the Contractor's staff providing services to the City. Only authorized employees of the Contractor are allowed on the premises to perform locksmith services.

6. **CONTRACTOR RESPONSE AND COMPLETION TIME FRAMES.** The Contractor shall be responsible for all necessary measurements and for accurate fitting of all work. The Contractor shall be responsible for any damage to the facility or equipment during this contract. Any such damage will be repaired by the Contractor at his/her expense and to the satisfaction of the City. The work to be performed and the time within which it should normally be completed shall be as specified.

   Emergency requests: The Contractor's locksmith shall respond (telephone or on site) within thirty (30) minutes and on-site within one (1) hour from the time a request is issued.

   Routine requests: The locksmith shall be available within four (4) hours or the next working day after request for service. The Contractor shall provide City staff with a cell phone for all employees assigned to this contract. The cell phone(s) and the twenty-four hour emergency telephone number shall be secured and paid for by the Contractor. After normal working hours (evenings, weekends, holidays, etc.) the Contractor shall provide "on call" personnel who meet the requirements described above and who can be contacted via telephone by City. A City representative shall furnish the Contractor with instructions, drawings and specifications (in writing) as it deems necessary to accomplish the task required.

7. **CITY CONTACTS.** All locksmith work for City buildings will be handled through a Facilities Maintenance representatives under the direction of the Facilities Maintenance Director, Dennis Ray at (480) 644-3733 or his designee. Also, if the Contractor is required to perform work for the Mesa Police Department in any of their facilities, (s)he should first contact Facilities Maintenance at (480) 644-431 to coordinate.

8. **FEE STRUCTURE.** The Contractor shall provide a flat fee for service calls, labor, duplicate keys and cost to re-key. In addition, the flat rate shall apply to other selected repairs listed on the Pricing and Compensation form. Hourly labor rates shall apply to time actually used in direct repair and installation of lock services. The number of hours billed is expected to fall within acceptable industry standards, and be billed to the nearest one quarter hour (15 minutes). The City will not pay travel time. Straight time rates will be based on a ten (10) hour day, Monday through Thursday. All requests for overtime must be made prior to performing the work. Only the Facilities Maintenance Director or his designee may authorize overtime billing. In the event overtime is authorized, it shall be billed at 1.5 times the straight time rate. The Contractor must be able to supply a full range of items for locking and commercial hardware items commonly purchased by the City including: Complete lockset, Exit devices, Closures, Lever Lock, Panic Bar each group. These items shall be replaced like for like.

9. **INSPECTION AND PAYMENT AUTHORIZATION.** The City's authorized representatives will inspect the Contractor's work to insure completion of all items billed to the City. Any discrepancy noted shall be corrected by the Contractor at no additional charge to the City. The Contractor will be paid within thirty (30) days after submittal of a properly documented and itemized invoice.

10. **INSURANCE REQUIREMENTS.** The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$3 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

    The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Automobile Liability insurance.

    The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

    Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

    When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

    "Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

    All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

1. **BEGINNING AND END DATE OF INITIAL TERM. April 1, 2015** through **March 31, 2018.**

   a. If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

   Two (2) one (1) year renewals possible at the City's option.

4. **PRICES.** All pricing shall be firm for first initial year, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

   a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

   b. During the sixty (60) day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

   No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

1. **PROPOSAL SUBMISSION** - Submit **one (1) signed original** of the offer in a sealed container and **five (5) electronic format copies** on a CD or Thumb Drive.

   In order for your proposal to be considered, the following should be included and referenced with *index tabs*: ***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.***

2. **PROPOSAL FORMAT**

   TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:
   1. The proposer's understanding of the work to be performed.
   2. A positive commitment to perform the service within the time period specified.
   3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

   TAB 2 - Qualifications. (Abilities, Experience and Expertise) The following information should be included:
   1. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
      a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
      b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
      c. References – A minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
   2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City.
      a. The journeyman locksmith(s) assigned to this contract shall submit a summary of his/her training and work experience
      b. A written history of the journeyman locksmith and all potential employees assigned to this contract
      c. Resumes, including relevant experience may be included.

   TAB 3 -Pricing and Compensation Forms. The cost portion of the proposal should include the following criteria:
   1. Completed and Signed Pricing and Compensation Forms.
   2. A listing of any and all additional charges not specifically listed on the Pricing and Compensation Forms.

   TAB 4 - Other Forms. The following forms should be completed and signed:
   1. Vendor Questionnaire form
   2. Exceptions, Confidential and Additional Materials form
   3. Vendor Information form
   4. Offer and Acceptance form
   5. Sample of Billing
   6. W-9 Form. All responses should include a fully completed, most current W-9 form. Failure to include the W-9 will not disqualify your bid. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
   7. Warranty information, if required

VENDOR QUESTIONNAIRE

GENERAL	
Years in Business providing similar services: 49 years	
Contractor's License No(s): 227969 (Submit a copy with the proposal)	Type: CR5
Number of employees at location serving this contract: 17	

Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name: CBRE, Inc. JP Morgan Chase Bank N.A.	
Contact Person: Ron Seabert	Phone: 602-221-4542
Address: PO Box 2099 Warren, MI 48090	Fax:
	E-Mail Address: ronald.d.seabert@jpmchase.com
$ Value of Work, Supplies/Services and Dates Provided: YTD $272,118 Full Locksmith Service 1998 - Present	

Firm/Government Agency Name: Village Enterprises	
Contact Person: Nick Barnes	Phone: 602-722-1209
Address: PO Box 39986 Phoenix, AZ 85069	Fax: 602-942-7799
	E-Mail Address: villageent@cox.net
$ Value of Work, Supplies/Services and Dates Provided: YTD $31,400 Full Locksmith Service 2009 - Present	

Firm/Government Agency Name: EJM Development Company	
Contact Person: Liz Kaiser	Phone: 602-757-4574
Address: 7419 E Helm Dr., Ste E Scottsdale, AZ 85260	Fax:
	E-Mail Address: ekaiser@ejmdevelopment.com
$ Value of Work, Supplies/Services and Dates Provided: YTD $16,257 Full Locksmith Service 2004 - Present	

Vehicle/ Equipment Inventory which is available for this contract:
vehicles fully stocked with necessary equipment

Vendor Name Anderson Lock & Safe Date: 02/11/15

VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:

None

Subcontractors: None

List subcontractor that will participate in carrying out the obligations of any resulting contract.

Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:

List any other information which may be helpful in determining your qualifications for this contract:

BBB Accredited , Tech's receive ongoing training, Associated Locksmith of America (ALOA) Members

FINANCIAL

Company Management: Provide names and years with the Company: 41 years

President: Alan N Anderson, Single Member

Controller: Alan N Anderson, Single Member

Contractor/Representative (Who would handle this account: submit resume with proposal):
Alan N Anderson, Single Member

Yearly sales volume at location serving this contract: $2,000,000

Banking References:

Bank: Bank of America

Location: 2501 W Happy Valley Rd, Phoenix AZ 85085

Officer Rona

Vendor Name Anderson Lock & Safe Date: 02/11/15

VENDOR QUESTIONNAIRE

Bank: NA	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name: InterMountain Lock & Security Supply	
Contact Person: James Dameron	Phone: 480-889-4441
Address: 5620 S 32nd St Phoenix, AZ 85040	Fax: 602-438-0396
	E-Mail Address: james.dameron@imlss.com
Supplier of: Security & Lock Hardware	
Firm/Government Agency Name: Clark Security Products	
Contact Person: Doan Ma	Phone: 602-252-0701
Address: 2140 S 7th Ave, Ste 140 Phoenix, AZ 85007	Fax:
	E-Mail Address: doan.ma@clarksecurity.com
Supplier of: Security & Lock Hardware	
Firm/Government Agency Name: IDN West	
Contact Person: Carlos Gammons	Phone: 602-272-5300
Address: 2602 N 37th Dr Phoenix, AZ 85009	Fax: 602-272-5777
	E-Mail Address: cgammons@idnwest.com
Supplier of: Security & Lock Hardware	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: State Farm Fire and Casualty Company 25143	
General/Contractor Liability: State Farm Fire and Casualty Company 25143 (General) Liberty Mutual Fire Insurance 23035 (Workers Compensation)	
Bonding:	

Vendor Name Anderson Lock & Safe Date: 02/11/15

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Locksmith Services** to the City of Mesa at the price(s) stated on attached Exhibit A.

Exhibit A "Pricing & Compensation" pages have been posted as a separate document.

OFFERORS MUST respond to the Pricing & Compensation document in an Excel format.

Vendor Name_____ Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions may render a Proposal Non-responsive.**

__X__ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

__X__ No confidential/proprietary materials have been included with this proposal

_____ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire proposal as confidential will not be considered.

Additional Materials submitted (mark one):

__X__ No additional materials have been included with this proposal

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Anderson Lock & Safe Date: 02/11/15

VENDOR INFORMATION

Company Legal/Corporate Name: Anderson Lock & Safe, LLC

Doing Business As (if different than above): _____

Address: 6146 N 35th Ave, Suite 101

City: Phoenix State: AZ Zip: 85017 -

Phone: 602-973-0343 Fax: 602-589-0104

E-Mail Address: service@andersonlockandsafe.com Website: andersonlockandsafe.com

DUNS # 148910797

Remit to Address (if different than above):

Address: _____

City: _____ State: ___ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: ____ Zip: _____

Contact for Questions about this proposal:

Name: Scott Anderson Fax: 602-589-0104

Phone: 602-973-0343 E-Mail Address: scott@andersonlockandsafe.com

Day-to-Day Project Contact (if awarded):

Name: Scott Anderson Fax: 602-589-0104

Phone: 602-973-0343 E-Mail Address: scott@andersonlockandsafe.com

Sales/Use Tax Information (check one):

____ Proposer is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

X Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: [redacted]Q
City Sales Tax N[redacted] City of: Mesa, AZ
Sales Tax Rate: 8.3%

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

_x_ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

_____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: __ __ __ __

_____ 2. **Arizona non-operating identification License.**
Print first 4 numbers/letters: __ __ __ __

_____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____: Place of birth: _____

_____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____: Place of birth: _____

_____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: __ __ __ __

_____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport __ __ __ __
Print first 4 numbers/letters on Visa __ __ __ __

_____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: __ __ __ __

_____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: __ __ __ __

_____ 9. **Refugee travel document.**
Date of Issuance: _____: Refugee Country: _____

_____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: __ __ __ __

_____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____: Place of Issuance: _____

_____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____: Name of Tribe: _____

_____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____: Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Anderson Lock & Safe, LLC
Business/Company Name

Alan N Anderson, Single Member
Print Name

Verification of Attachment by City Staff Member:

02/11/15
Date

4/2/15
Signature Date

OFFER AND ACCEPTANCE

By signing and submitting this Proposal, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Anderson Lock & Safe, LLC

Signature: _____

Printed Name: Alan N Anderson

Title: Single Member

Date: 02/11/15

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2015145.**

Term (if different than stated in the Milestones) _____ through _____

Awarded this 2nd day of April, 20 15

_____

Edward Quedens, CPPO, C.P.M.
As Business Services Director

mesa az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA CONTRACT NO. 2015145

CITY OF MESA, an Arizona municipal corporation ("City")

Department Name	City of Mesa – Purchasing Department
USPS Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 E. Main St., Suite 400 Mesa, AZ 85201
Attention	Paul Aguilar, Procurement Officer
Telephone	(480) 644-2545
Facsimile	(480) 644-2655
Email	Paul.Aguilar@MesaAZ gov

AND

Anderson Lock & Safe, LLC, a(n) Locksmith business entity/individual("Contractor")

Company Name	Anderson Lock & Safe, LLC
USPS Address	6146 N 35th Ave, Suite 101 Phoenix, AZ 85017
Delivery Address	6146 N 35th Ave, Suite 101 Phoenix, AZ 85017
Attention	Name & Title Alan N. Anderson, Single Member
Telephone	(602) 973-0343, Ext. ____
Facsimile	(602) 589-0104
Email	bids@andersonlockandsafe.com

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDERSON LOCK & SAFE, LLC

EXHIBIT B
Scope of Work

PROJECT

Contractor will provide locksmith services to include certain types of installations, re-keys and specific repair work at City of Glendale Facilities on an as needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ANDERSON LOCK & SAFE, LLC

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensatin is in accordance with Section 3 of this 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 $500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor will provide locksmith services to include certain types of installations, re-keys and specific repair work at City of Glendale Facilities on an as needed basis.

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Locksmith Services (2015145) to the City of Mesa at the price(s) stated below.

Item No.	Description	Rate / Price
1	Regular Service Call Charge per order.	$55.00 /ea
2	Journeyman Locksmith straight time rate	$ 65.00 /hr
3	Emergency Service Call Charge (Callback within 30 min.)	$ 82.50 /ea
4	Re-key Standard Lock (per cylinder)	$ 9.50 /ea.
6	Duplicate Building Key	$1.89 & up /ea.

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% rer from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Payment terms (not less than net 30 days): ___ 30 days

Prompt Payment Discount of ___0_____ % if invoices are paid within _____ days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in sectio S.38?

___X/Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? X/Yes

Discount for Procurement Card Purchases? _____%

Bidder complies with S.9 "Compliance With Applicable Law"? X/Yes

Vendor Name: __ Anderson Lock & Safe, LLC 2/11/2015

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any adder issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Anderson Lock Safe, LLC
Pricing and Compensation

Item #	Description	Rate/ Price
1	Regular Service Call Charge per order	$55.00 ea.
2	Labor Rate	$65.00 per hr
3	Emergency Service Call Charge	$82.50 ea
4	Re-key Standard Lock (per cylinder)	$9.50 ea
5	Re-key Medeco Lock (per cylinder)	$16.50 ea.
6	Duplicate Building Key	$1.89 & up ea.

Group #	Description	Markup %
Group I	**Schalge**	
	Complete lockset	10%
	Exit Devices	10%
	Closers	10%
	Lever Lock	10%
	Panic Bar	10%
Group II	**Sargent**	
	Complete lockset	10%
	Exit Devices	10%
	Closers	10%
	Lever Lock	10%
	Panic Bar	10%

Group #	Description	Markup %
Group III	**Miscellaneous**	
	Simplex Combination Lock	10%
	Medeco- Complete Lockset	10%
	Corbin Panic Bar	10%
	Von Duprin Panic Bar	10%
	Yale Mortise Lock	10%
	Padlock	10%
	Deadbolt	10%