

**AGREEMENT FOR
Security Guard Services
City of Glendale Solicitation No. 16-32**

This Agreement for Security Guard Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Blackstone Security Services, Inc, a corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 16-32 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$485,000.00 annually and \$2,910,000.00 over six (6) years, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

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

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

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000.00 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000.00 per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **Notices.**

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Blackstone Security Services, Inc
c/o Daniel L. Swindall
2400 West Dunlap Avenue, Suite 225
Phoenix, Arizona 85021

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Chief of Police
Glendale Police Department
6835 N. 57th Drive
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

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

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a “Dispute”) between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
15. **A.R.S. §35-393** 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.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

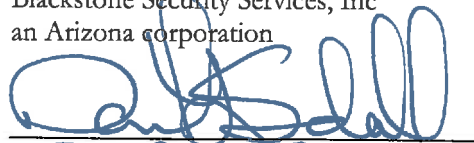
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Blackstone Security Services, Inc
an Arizona corporation



By: DANIEL L SWINDALL
Its: PRESIDENT

EXHIBIT A

RFP 16-32

PROJECT

[See attached]

Security Guard Services as described in RFP 16-32 and Addendum Number One



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-32

DESCRIPTION: SECURITY GUARD SERVICES

PUBLISHED DATE: February 11, 2016

OFFER DUE DATE AND TIME: March 15, 2016, 2:00 PM local time

PRE-OFFER CONFERENCE: February 25, 2016 AT 10:00 AM Local Time
(Attendance is Optional) The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.


The City of Glendale is closed in honor of President's Day February 15, 2016.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.


Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger, Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com

	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-32 SECURITY GUARD SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1** The City of Glendale (“City”) Police Department is soliciting Requests for Proposals from qualified firms to provide unarmed security guard services at specified City-wide locations, 24 hours a day, seven days a week including City holidays, and inclusive of all management, organization, training, operation, supervision, labor, equipment, materials, transportation and supplies as described within this solicitation.

1.2 SCOPE


- 1.2.1** For a proposal to be deemed responsive, offerors shall provide information on the following minimum requirements listed below. To establish responsibility and responsiveness, offerors shall submit documentation that clearly demonstrates how these requirements shall be met.
- 1.2.2** Have a minimum of three (3) continuous years of experience in having provided security guard services related and similar in nature to the requirements of this RFP. Similar experience in a public sector environment is desirable.
- 1.2.3** Contractor shall provide a history of the security firm that includes years in business, evidence of similar experience including size and scope of work that demonstrates an expertise in providing the required service, contact names, addresses, telephone numbers and dates of service.
- 1.2.4** Contractor shall have in place a pre-assignment training program for all persons employed as guards pursuant to A.R.S. 32-2632, and submit a copy detailing the training program with their proposal.
- 1.2.5** Contractor shall have in place a substance abuse screening program and submit a copy of the program with their proposal. The City requires that all security guards follow the guidelines of the City’s Substance Abuse Policy, including substance abuse screening.
- 1.2.6** The awarded contractor shall supply proof of State of Arizona licensing and bonding for itself and its employees in compliance with A.R.S. 32-2611.

1.3 SPECIFICATIONS DEFINITIONS

- 1.3.1** The term “CITY” when used throughout this document shall refer to facilities and property owned or maintained by the City of Glendale.
- 1.3.2** CONTRACTOR shall provide to the CITY a full range of security services including, but not limited to, protection and security against vandalism and trespass and theft of property on or from the CITY’s premises. CONTRACTOR shall instruct and require its security guards to perform services specified herein in an orderly and efficient manner while enforcing services in such a manner so as not to interfere with the normal conduct of the CITY’S business. CONTRACTOR shall comply with all laws and regulations set forth in Arizona Revised Statutes Title 32, Chapter 26, relating to security guards.

1.4 CONTRACTOR’S CAPACITY

- 1.4.1** CONTRACTOR shall perform the services specified in the capacity of an independent contractor, and neither CONTRACTOR nor any of its guards, directors, employees or agents shall be considered employees or agents of the CITY. CONTRACTOR and its guards, directors, employees or agents shall abide by CITY Human Resources policies and

	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-32 SECURITY GUARD SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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procedures (*see section 8.0*). CONTRACTOR and its guards, directors, employees or agents shall not be entitled to or authorized to participate in any benefits or privileges given or

1.5 SERVICE SCHEDULE

1.5.1 CONTRACTOR shall provide security guards to fill the below-described positions and shifts. Hours per year are approximate and are intended to be eight-hour shifts unless otherwise noted.

1.5.2 Glendale Municipal Office Complex – 5850 W Glendale Ave

On foot, Guard shall patrol the grounds surrounding City Hall, parking garage, library, Murphy Park, Council Chambers, Bank of America building, Sine building (lock, unlock and check). Patrol at least once an hour.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	2300–0700 / 8 hrs	Monday-Friday	260	2080
1	0700–1900 / 12 hrs	Saturday-Sun	104	1248
1	1900-0700 / 12 hrs	Saturday-Sun	104	1248
1	0700–1500 / 8 hrs	Holidays	11	88
1	1500–2300 / 8 hrs	Holidays	11	88

1.5.3 Field Operations Center – 6429 W Oranewood Ave (guard house)

Guard is stationed at the Guard House at all times, monitoring all vehicle traffic coming and going from the property. Guard shifts are established to cover the 24 hour, 7 day a week schedule.


Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	1800–0600 / 12 hrs	Monday-Sunday	365	4380
1	0600–1800 / 12 hrs	Monday-Sunday	365	4380

1.5.4 City of Glendale Patrol – Requires a vehicle

Includes: Landfill/Materials Recovery Facility (MRF) – 11480 W Glendale Ave

Landfill/MRF: The guard shall drive throughout the landfill checking for trespassers as well as smoke and fire. The guard will be required to inspect several locations throughout the complex and make hourly patrol. An electronic check in device will be used. Locations of these devices will be spelled out in established post orders. The Landfill holiday closures may not correspond to the standard City holiday schedule.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	1530–0730 / 16 hrs	Monday-Thurs.	208	3328
1	1530–0700 / 15.5 hrs	Friday	52	806
1	1430–0730 / 41 hrs	Saturday-Sun	104	4264
1	0730-1530 / 8 hrs	Holidays	10	80

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1.5.5 Glendale Park & Ride, 7111 N. 99 Ave

The guard will be stationed at the office site. The guard will be required to monitor customers visiting the location. The guard will monitor a closed circuit camera system from the assigned work area. The guard shall constantly make random checks of the outside parking lot and will also perform other duties as detailed in the established post orders such as but not limited to daily counts of the number of vehicles parked at the facility, monitoring and reporting of any lights that are inoperable at the facility, reporting and cataloging of any “lost/found” items, and being responsible for unlocking and locking the “bike lockers” for users of the facility. The random checks of the parking lot shall consist of at least 80% of the work day. The guard will maintain and refill as needed the information kiosk with bus books and other transit information. Patrols will be made on foot or by the use of a golf cart style vehicle that will be provided by the City.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	0430–2300 / 18.5 hrs	Monday-Friday	260	4810
1	0430-2200 / 17.5 hrs	Saturday	52	910
1	0530–2130 / 16.0 hrs	Sunday	52	832
1	0530-2130 / 16.0 hrs	Holiday	11	176

1.5.6 Glendale Public Training Center, 11550 W. Glendale Ave. Hours shall be as follows:


The guard assigned to this site will be stationed inside the lobby area. The guard will assist visitors to the location. The guard will monitor a closed circuit camera system as well as operate a remote gate entry/intercom access. The guard will make periodic walking patrols inside the building and checks of the exterior around the building.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	1700-2200 / 5 hrs	Monday - Thursday	208	1040
1	0630-1730 / 11 hrs	Friday	52	572
1	0700-1900 / 12 hrs	Saturday-Sunday	104	1248
1	0700-2300 / 16 hrs	Holidays	11	176

1.5.7 During the contract period, CONTRACTOR agrees to hire a sufficient number of security guards and supervisors to adequately staff the necessary locations. For continuity of access control and security screening procedures, it is preferred that security guards familiar with a post consistently work the same post. CONTRACTOR will make every effort to provide security guards, and their relief, that can work at the same posts and locations throughout the entire contract period.

1.5.8 In addition, CONTRACTOR shall have a supervisor on duty (not necessarily on-site) that can be contacted by the CITY readily by telephone or two-way, hand-held radio. CONTRACTOR will keep the CITY Contract Administrator apprised of the name and contact information of each on-duty supervisor, as changes are made throughout the life of the contract.

1.5.9 The number of hours stated in the contract, for the mentioned locations are approximate hours only. These hours may increase or decrease during the term of the Agreement, depending upon the City’s activity at each location. There is no guarantee that CONTRACTOR will receive the approximate amount of work hours set forth herein.

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Changes in the number of hours required, either increase or decrease, shall not be grounds for adjustment in the unit prices during the term of the Agreement.

1.5.10 CONTRACTOR shall provide short term additional security guards or vehicles to perform security services at existing contract locations or at other CITY facilities or locations where the CITY deems protection is necessary, at the additional services hourly billing rates. Short term is defined as security service less than two months.

1.5.11 In the event of civil disorder, strike, riot, terrorism, or natural disaster, the CITY may request CONTRACTOR to provide additional employees and services for any necessary protection that the CITY may require for its property or resources. In the event the CONTRACTOR cannot provide additional guards and services as needed by the CITY, the CITY reserves the right to use other companies engaged in providing security services to fill these needs.

1.6 REMOVAL OR REJECTION OF CONTRACTOR'S SECURITY GUARDS

1.6.1 The CITY reserves the right to require CONTRACTOR to reject or have removed from its facilities any employee on duty or reporting for duty who is considered by the CITY to be unqualified or unsatisfactory to perform the duties required by this Agreement. Any removal or rejection shall be without recourse to the CITY. In the event of such rejection, CONTRACTOR'S supervisor shall cover the affected post until a suitable replacement is furnished.

1.7 SUB-CONTRACTORS

1.7.1 Contractor may engage Sub-contractors to furnish certain service functions. Contractor will remain fully responsible for Sub-contractor's services. Security Services Supervisor must be notified prior to sub-contractors arriving on City sites. Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.


1.7.2 Sub-contracts will not be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

1.8 INVOICING AND PAYMENT

1.8.1 The CONTRACTOR may invoice the CITY on a weekly basis for services provided and payment shall be made in accordance with standard City procedures for payment of services provided. The contract administrator or a department contract administrator must approve hourly time records of individual security guards prior to invoicing. The hourly rate will be broken down to the quarter hour of service.

1.8.2 Invoicing shall be mailed and emailed directly to the Contract Administrator at the address below.

1.8.2.1 Glendale Security Services
Attention: Rich Franzen
5850 W. Glendale Avenue, Suite 270
Glendale, AZ 85301
RFranzen@Glendaleaz.com

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1.9 QUALIFICATIONS REQUIRED OF CONTRACTOR'S SECURITY GUARDS

1.9.1 PHYSICAL QUALIFICATIONS

- 1.9.1.1 Physical qualifications include but are not limited to binocular vision, correctable to 20/30 and the ability to discriminate between standard colors.
- 1.9.1.2 Must be able to perform normal or emergency duties requiring moderate to arduous physical exertion, such as:
 - a. Standing, sitting or walking for an entire shift.
 - b. Climbing stairs and ladders.
 - c. Lifting or carrying objects weighing up to 50 pounds.
 - d. Running short distances.

1.9.2 MENTAL QUALIFICATIONS

- 1.9.2.1 The CONTRACTOR shall assign to the CITY'S facilities security guards who are mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training.

1.9.3 EDUCATIONAL AND OTHER QUALIFICATIONS

- 1.9.3.1 CONTRACTOR shall assign employees who are clearly able to read, comprehend, write and speak English. CONTRACTOR'S security guards employees shall have graduated from high school or have obtained a high school GED. The degree of proficiency must be at a level that allows employee to:
 - a. Write reports and maintain facility security journals and other records in a legible, clear and concise manner.
 - b. Read, interpret and properly carry out facility security instructions and post orders.
 - c. Converse freely and appropriately in person and over communication systems in use at CITY facilities.


- 1.9.4 CONTRACTOR shall not employ staff who does not have legal status to work in the United States of America, to perform services under this contract.

- 1.9.5 CONTRACTOR shall require each of its security guards assigned to the CITY'S facilities to possess a valid Arizona driver's license and a security guard license issued by the State of Arizona. Both documents shall be on their person while on duty.

- 1.9.6 In keeping with the CITY'S desire to maintain a safe and healthy work force, prior to assignment on a CITY post, CONTRACTOR'S employees will be required to pass a background investigation including fingerprinting, state and federal criminal records checks, driver's license record, and substance abuse screening. Only authorized CITY providers will be acceptable. Background investigations are conducted by the Arizona Department of Public Safety as part of the security guards ability to receive a State of Arizona security guard license. For substance abuse screening the CITY requires that all security guards follow the guidelines in the CITY'S Substance Abuse Policy, including a substance abuse screening. The CITY requires that the screening be conducted at the Glendale Regional Occupational Health Clinic, 11550 W. Glendale Avenue.

1.10 CONTRACTOR'S DESIGNATED REPRESENTATIVES

- 1.10.1 CONTRACTOR shall provide the Contract Administrator with the names and telephone numbers of designated representatives or supervisors for the CITY to contact for such matters as scheduling, complaints and billings.
- 1.10.2 CONTRACTOR shall make contact information either through a dispatch service or some other means agreeable to the CITY available 24 hours a day, seven days a week. The

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dispatch service must have a mechanism to contact the appropriate security guard on duty at a CITY post for investigation.


- 1.10.3** CONTRACTOR shall provide the CITY with reasonable working guidelines as to what actions or notification procedures are to be followed in the event an employee suffers any injury or sickness while on duty at any of the CITY'S facilities.

1.11 CONTRACTOR'S SUPERVISION

- 1.11.1** CONTRACTOR shall maintain 24-hour, 7-day per week security supervisors who are responsible for employees assigned to the CITY'S facilities. In the event that an employee is not available for a post, the supervisor shall cover the affected post until a suitable replacement is furnished. Security supervisors contact information shall be provided to the City in case a guard does not show up for duty.
- 1.11.2** CONTRACTOR shall provide supervisory personnel to ensure that security guard behavior and actions meet accepted industry standards, and compliance with all rules, regulations and procedures of the CITY.
- 1.11.3** CONTRACTOR shall instruct its security guards assigned to the CITY'S facilities to contact their supervisor in the event they are unable to report for or complete a work assignment. The security supervisor shall then notify the CITY Contract Administrator or his designee at the earliest practicable time.
- 1.11.4** CONTRACTOR shall instruct its security guards assigned to the CITY'S facilities to refer all matters related to time off, vacations, pay, assignment locations, and hours of work or uniform requirements to CONTRACTOR'S supervisor.
- 1.11.5** CONTRACTOR'S supervisor shall make at least three random visits per week, to any of the CITY'S posts manned by CONTRACTOR'S security guards, for the purpose of inspecting the security guard's performance and appearance. A biweekly (every two weeks) report outlining the date, time, location and findings of these inspections will be forwarded to the Contract Administrator.

1.12 GENERAL DUTIES AND DESCRIPTION OF SECURITY GUARD SERVICES

- 1.12.1** CONTRACTOR'S security guards shall staff fixed posts and conduct facility patrols according to schedules determined by the Contract Administrator. CONTRACTOR shall instruct its employees to perform duties outlined in site-specific post orders. Upon award of this contract, site-specific post orders shall be provided to the successful offeror prior to commencement of service.
- 1.12.2** Security guards shall not leave their assigned post until they have been properly relieved. Under no circumstances shall any assigned duty area be abandoned without approval from the Contract Administrator. Sleeping on duty shall not be tolerated.
- 1.12.3** The CITY reserves the right to reject the services of any guard utilized, if in the CITY Contract Administrator's opinion, said guard is not fit, properly uniformed, or properly trained for duty. Additionally, the Contract Administrator may also request that any security guard deemed detrimental to the intent of the contract be removed. It will be the CONTRACTOR'S responsibility to comply with the request and immediately provide a replacement security guard. If an immediate replacement is not available, the supervisor shall cover the affected post until a suitable replacement is furnished. (*See 1.10.1*)
- 1.12.4** CONTRACTOR shall be responsible for maintaining security stations at the entrances to the CITY'S facilities as identified by the Contract Administrator, and will be responsible for the following:

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- a. Monitoring employees, visitors and suppliers seeking entrance in a manner consistent with CITY procedures.
- b. Admitting properly identified employees, as outlined in post orders.
- c. Issuing passes and registering visitors authorized by the CITY.
- d. Where applicable, screening persons, bags, parcels and packages entering CITY facilities, for the presence of, or possession of weapons, explosives, hazardous material, or other contraband as identified by the Contract Administrator.
- e. Preventing and reporting unauthorized intrusion.
- f. Attending to persons requiring routine and emergency assistance.
- g. Performing other duties consistent with security requirements.

1.12.5 The on-duty guard shall instruct persons loitering to vacate these areas. (Loitering is defined as standing about, lingering aimlessly without conducting City-related business). If the person loitering will not vacate the premises, the on-duty guard will contact Dispatch with instructions to contact the City of Glendale Police Department on the matter.

1.12.6 CONTRACTOR shall be responsible for the following duties while performing security rounds and patrols:

- a. Provide general surveillance of exterior and interior areas of CITY facilities and property.
- b. Respond to, investigate and report on access, intrusion, and fire alarms.
- c. Provide for proper locking and unlocking of buildings, gates, and other areas in accordance with site-specific post orders.
- d. Patrol particular areas at specified times.
- e. Attend to persons requiring routine and emergency assistance.
- f. Escort persons who request it.
- g. Provide visible security presence.
- h. Perform other duties consistent with security requirements.

1.12.7 CONTRACTOR shall instruct security guards to visually detect and report to their supervisor any incidents of intrusion, fire, theft, vandalism, trespassing, disruptive behavior, possession of contraband, criminal behavior, persons requiring emergency assistance and security breaches.

1.12.8 CONTRACTOR shall instruct the security guard to report any unusual or unauthorized requests for information, photographing, or any other potential surveillance of CITY facilities or personnel.


1.13 WEAPONS

1.13.1 All posts and services performed under this agreement shall be by unarmed security guards. On-site guards shall not be in possession of or carry any weapon, including but not limited to: firearms, knives, billy clubs, mace, pepper spray, or tasers. Security guards found to be in possession of a weapon while on duty may be relieved permanently from this post.

1.14 UNIFORMS AND EQUIPMENT

1.14.1 CONTRACTOR shall require its employees assigned to CITY facilities to wear CONTRACTOR'S complete uniforms. Security guard shall have on their possession standardized company photo ID badges and current, valid security guard registration certificate issued by the Arizona Department of Public Safety. CONTRACTOR shall furnish its employees with uniforms and appropriate foul weather gear at no cost to the CITY or to CONTRACTOR'S employees.

1.14.1.1 Uniform appearance should display a neat and professional image at all times. Uniforms shall be properly fitted, pressed and clean.

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- 1.14.2** Each post shall be required to have a radio. The radios are used to communicate with their company in the event that the guards observe something that he/she believes should be investigated. The company will make the decisions to contact their supervisor or the Glendale Police Department. Nextel radio/phones will be acceptable. The CONTRACTOR shall provide an electronic recording device that can be used by the guards to monitor patrol checkpoints. These checkpoints will be placed at several different sites. This equipment will be provided and maintained by the company at no cost to the City.

1.15 TRAINING


- 1.15.1** Prior to assignment to any CITY facility, CONTRACTOR shall provide sufficient training, at no cost to the CITY, for each employee to ensure that the employee can carry out the general duties outlined in this agreement as well as the site-specific post orders for the facility assigned.
- 1.15.2** Training may include but not be limited to:
- 1.15.2.1 Legal aspects of security.
 - 1.15.2.2 First aid/CPR.
 - 1.15.2.3 Fire prevention, control and suppression, applicable to the use of a hand-held fire extinguisher.
 - 1.15.2.4 Blood-borne pathogens (OSHA Standard 29 CFR).
 - 1.15.2.5 Hazard communication/MSDS.
 - 1.15.2.6 Patrol techniques/Crime prevention.
 - 1.15.2.7 Security guard safety

1.16 CONTRACTOR'S VEHICLES

- 1.16.1** Any vehicle driven to or on a CITY facility for business purposes, other than the on-duty guard's personal vehicle, shall have visible signage on the left and right front doors with the CONTRACTOR'S signage or logo, so as to be apparent the nature of the business of the occupant of the vehicle.
- 1.16.2** Vehicle must be legal for highway operation during daylight and nighttime hours. Vehicle must be equipped with a spotlight for nighttime patrol use. Vehicle may be parked on-site while security guard is not on duty. All fuel and maintenance shall be provided by CONTRACTOR.
- 1.16.3** Currently the CITY requires one highway operational vehicle (*as indicated in Section 1.5.4*). Vehicle should have the ground clearance of a conventional small car or pickup truck. The ability to provide a spare vehicle is also required to cover a vehicle that goes down for service or becomes inoperable.
- a. Patrol Vehicle—approximate yearly mileage is 18,000.
- 1.16.4** CONTRACTOR shall include separately a flat hourly cost to the CITY necessary to provide the following type of vehicles for use in performing the patrol functions outlined in this agreement. The amount shall include all costs necessary to operate and maintain the vehicles (*see section 5.1*).


1.17 DOCUMENTATION AND REPORTING

- 1.17.1** Provide Daily Logs including Wand Reports at regular reporting intervals and ad hoc reports upon request. Reports and data shall be delivered and formatted per the City's request. There shall be no additional charges for reports, documentation or data requested.

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1.18 ADDITIONAL SERVICES

- 1.18.1** CONTRACTOR must have the ability to supply adequate security personnel in response to unplanned emergency situations and planned events that may occur. Advance notice for services range from one hour (in an emergency) to a month's notice (for vacation and event coverage). Another example of anticipated notice duration is a day (unplanned schedule changes). The City will attempt to maintain maximum notice duration relevant to the need. There shall be no additional charge for variations of the notification duration.
- 1.18.2** CONTRACTOR shall provide additional security guards and/or vehicles to perform security services at other CITY facilities or locations where protection is deemed necessary by the CITY. For short term assignments the additional service charges apply. If additional service sites are added and are not considered short term the security guard service rate will apply with no increase in the hourly billing rates.
- 1.18.3** In the event of civil disorder, strike, riot, terrorism, or natural disaster, the CITY may request the CONTRACTOR to provide additional employees or services for any necessary protection that the CITY may require of its property or resources. The CITY shall define the conditions list as cause for requesting the additional employees or services. In the event that the CONTRACTOR cannot supply additional employees or services as needed by the CITY, the CITY reserves the right to use other companies engaged in providing security services to fill these needs.

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2.0 SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **February 25, 2016, 10:00 AM, Local Time, at City Hall Municipal Building, 5850 W. Glendale Avenue, Conference Room 3A.** Attendance is optional. Copies of the Request for Proposal (RFP) will NOT be available.

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

2.2 RETURN OF OFFER The Offeror shall submit five (5) hardcopies marked as "Copies". The offeror shall submit a complete proposal on a CD or flash drive as one file folder. The folder shall be identified as "RFP 16-32 – 'Original - Name of Offeror.'" (For example: RFP 16-32 – Original - ABC Company.)

The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.3**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 COVER SHEET

2.3.2 OFFER SHEET, Section 4.0

2.3.3 PRICE SHEET, Section 5.0

2.3.4 PROPOSAL QUESTIONNAIRE, Section 6.0


2.3.5 ADDENDUM, Return all addenda (if applicable).

2.3.6 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)

2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror's, at a minimum must submit the following information:

2.4.1 SUMMARY OF FIRM Describe the overall experience and qualifications of the firm. Describe the offeror's resources, capabilities and the number of years in business. Include

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the number of staff that will be assigned to this contract as well as a list of proposed equipment to be utilized. Include information that documents successful and reliable experience in past performances, especially those performances related and similar in nature to the requirements of this RFP. Similar experience in a public sector environment is desirable. Average turnover rates of staff provided to current customers should be included. Documents must also include information on the dates that the company has operated in the Phoenix metropolitan area and may include work plans and other information about the firm. Provide a substance abuse screening program with your proposal.

2.4.2 TRAINING PROGRAM Provide a copy of your firm's employee training program (as required by Arizona Revised Statutes Title 32, Chapter 26 (A.R.S. 32-2632).

2.4.3 PROPOSAL QUESTIONNAIRE *See Section 6.0.*

2.4.4 COST - Price Sheet *See Section 5.1*

2.5 REFERENCES Provide at least three (3) letters of reference from companies for whom offeror has provided similar services in the last twelve months. At least one local reference is preferred. Also include company name, address, telephone number and contact person, a description of the services provided with a description of any major variation to the requirements of this RFP.

2.6 EVALUATION CRITERIA The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.4.


2.6.1	PROPOSAL QUESTIONNAIRE	25%
2.6.2	CAPABILITIES OF FIRM AND STAFF	30%
2.6.3	COST	20%
2.6.4	TRAINING PROGRAM	20%
2.6.5	REFERENCES	5%

2.7 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

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


2.9 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

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

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

- 2.11 EVALUATION PANEL** Offeror submittals will be evaluated by a panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.12 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.13 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.14 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.15 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.16 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.17 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.17.1** Determine in greater detail such Offeror's qualifications, and
 - 2.17.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.17.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
 - 2.17.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.18 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

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2.19 WITHDRAWAL OF PROPOSAL At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

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

2.21 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).


2.22 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

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

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

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

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

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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be for two (2) years upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of sixty (60) days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 3.5.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:
- 3.5.1.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.5.1.2 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3.5.1.3 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or

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operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.


Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.6 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

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

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.


"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.


- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

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- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:
- The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.
- 3.13 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.
- All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.
- 3.14 PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.15 ADDITIONS OR DELETIONS OF PRODUCTS OR SERVICES** The City reserves the right to add, delete or modify products, services and locations to this contract when deemed necessary by the City. If changes occur, the Contractor will be requested to submit a negotiable quotation

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for any additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.15.1 The Contractor shall not be compensated for the loss of work due to deletions and/or modifications.


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

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

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of twenty-five (25) percent of the yearly contract amount guaranteeing the faithful performance of the contract by the proposer.

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

Note: Potential offerors are strongly encouraged to ensure that a Performance Surety is obtainable prior to submitting a proposal.

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4.0 OFFER SHEET

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

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

Authorized Signature

Company's Legal Name

Printed Name Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Authorized Signature Email Address

Date

For questions regarding this offer: (If different from above)

Contact Name

Phone Number

Fax Number

Email Address


FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____

Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Minority or woman owned business: Yes ____ No ____

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5.0 PRICE SHEET

5.1 Approx. Annual Total Hours	Location	Unit Cost Per Hour	Ext Price
SECURITY GUARD SERVICES			
4752	Glendale Municipal Office Complex	\$ _____	\$ _____
8760	Field Operations Center	\$ _____	\$ _____
8378	City of Glendale Patrol	\$ _____	\$ _____
6728	Glendale Park and Ride	\$ _____	\$ _____
3036	Glendale Public Safety Training Center	\$ _____	\$ _____
as needed/ if needed	Additional Site	\$ _____	\$ _____
Patrol Vehicle Costs (Section 1.5.4)			
8378	Patrol Vehicle	\$ _____	\$ _____
TOTAL			\$ _____
ADDITIONAL SERVICES (Including but not limited to Special Events and Emergencies)			
Security Guard Hourly Rate			\$ _____
Patrol Vehicle Hourly Rate			\$ _____
Holiday Hourly Rate			\$ _____


5.2 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

☐ YES, I will accept payment under this contract with the Procurement Card.

☐ NO, I will not accept payment under this contract with the Procurement Card.

5.3 PAYMENT TERMS: The City standard is Net 30 upon final approval of invoice by department contract administrator. The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or his designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

OFFEROR NAME: _____

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6.0 PROPOSAL QUESTIONNAIRE

Please note that the term “your” as used in this questionnaire refers to the Offeror’s company. All questions must be answered completely and any exceptions explained fully.

1. What is the address of your office for contract administration and accounts receivable? _____
2. List designated contract manager who will be responsible for managing all work provided by any resulting contract. Please submit résumé with response.

Contract Manager Name: _____

Phone Number: _____

Cellular Phone Number: _____

Fax Number: _____

Email Address: _____

3. Has your company ever defaulted on a similar type of contract?

☐ Yes ☐ No Explain _____

4. Does your company have all required Federal, State and local certifications, licenses and permits required for the operation of the business conducted by the Contractor?

☐ Yes ☐ No Explain _____

Agency license authenticated by the Arizona Department of Public Safety authorizing your firm to conduct the business of a private security guard service pursuant to Arizona Revised Statutes Title 32, Chapter 26.

5. Are all certifications, licenses and permits current?


☐ Yes ☐ No Explain _____

6. Will your company use subcontractors? (Section 1.7 requirements apply)

☐ Yes ☐ No Explain _____

7. Does your company meet minimum requirements?

☐ Yes ☐ No Explain _____

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8. If selected, will your company follow all invoicing/billing requirements?

☐ Yes ☐ No Explain _____

9. Does your company accept all terms and conditions of this proposal?

☐ Yes ☐ No Explain _____

10. Will your company perform all work for this contract in conformance with all OSHA, Federal, State, County and City safety regulations?

☐ Yes ☐ No Explain _____

11. The number of years in business providing security guard services? _____ Years

12. Has your company declared any form of bankruptcy within the last five years?

☐ Yes ☐ No Explain _____

13. Has there been any recent (within the past three years) or current legal (criminal or civil) action against your company regarding the furnishing of security guard or patrol services as requested in this solicitation?

☐ Yes ☐ No

If yes, explain nature of legal action (attachment may be used): _____

14. Has your company received any complaints filed with the State of Arizona Department of Public Safety (DPS), Better Business Bureau (BBB) or the Equal Employment Opportunity Commission (EEOC)?

☐ Yes ☐ No


If yes, explain the results of that action (attachment may be used): _____

15. Do you require new employees to submit to medical, drug, psychological or other testing?

☐ Yes ☐ No

If yes, please explain in detail. _____

16. Describe your company's background/screening methods for new employees.

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17. Does your company have a security guard training program?

☐ Yes ☐ No

If yes, please explain _____

18. Does your company provide 24-hour, seven days per week field supervision?

☐ Yes ☐ No Explain _____

19. Company Dispatch Center:

Address: _____

Phone Number: _____

Hours and days of operations? Hours _____ Days _____

Hours and days calls are answered by answering service?

Hours _____ Days _____

Supervisor response time to calls received from answering service?

Minutes _____ Hours _____ Days _____

Hours and days calls are answered by voice messaging?

Hours _____ Days _____

Supervisor response time to calls received from voice messaging?


Minutes _____ Hours _____ Days _____

Who should be called when a guard is sick, unable to perform their work assignment or does not show up for duty?

Supervisor _____ Dispatch Center _____

Explain: _____

OFFEROR NAME: _____

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7.0 PERFORMANCE BOND The performance sureties shall be in compliance with 3.18 of the Terms and Conditions.

RFP NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars (\$ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20____, whereby Principal agreed to _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this ____ day of _____, 20 ____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

Its: _____

Human Resources Policy No. 505

Title: **Drug, Alcohol and Substance Abuse**

Effective Date: **8/01/2003**

Revised: **7/19/2011**

Contact: Human Resources Department – (623) 930 2270

I. PURPOSE*

- A.** It is the City's desire to provide and maintain an alcohol and drug free work environment. To promote this goal, employees and other covered personnel are required to report to work and remain in a condition to perform their job duties in a safe and effective manner.
- B.** While on duty or on City property, the possession, use, consumption, abuse, manufacture, distribution, or dispensing of alcohol, illegal drugs and unauthorized controlled substances (including medical marijuana) is prohibited. The presence of alcohol, illegal or prescription drugs in an employee's or other covered personnel's system for NON-medical reasons is prohibited.
- C.** While on duty, being under the influence of alcohol, illegal drugs, other controlled substances, or impairment from medical marijuana, is prohibited. Violation of this policy may result in disciplinary action, up to and including termination of employment or required participation in a substance abuse treatment or rehabilitation program. Such violations may also have legal consequences.
- D.** To comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801).
- E.** To comply with the Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655).

II. PROCESS

A. Covered Persons

- 1. All City of Glendale personnel are covered by this policy, including full-time and part-time employees, temporary personnel, contracted personnel and volunteers. As a condition of employment, contracted or volunteer service with the City of Glendale, all personnel outlined above agree to abide by the terms of the City's policies and procedures, and state and federal regulations.*
- 2. All employees and other covered personnel with safety-sensitive duties are required to submit to alcohol and illegal drug testing in accordance with this City policy, and all State and Federal Regulations including 49 CFR 655, 49 CFR 382, 49 CFR 40, A.R.S. 23-493 and 36-2801.

Safety-sensitive duties include any job designated by the City as safety-sensitive or those duties performed by an employee or other covered personnel whose impaired job performance could pose a risk to life, the environment, or public health and safety.

These duties for DOT safety-sensitive positions include, but are not limited to:

- a. Operating a revenue service vehicle, including when it is not in revenue service.

- (CDL-FTA)
- b. Operating a NON-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License (CDL-FMCSA).
- c. Controlling dispatch or movement of a revenue service vehicle.(CDL- FTA)
- d. Maintaining a revenue service vehicle or equipment used in revenue service. (CDL-FTA)
- e. Carrying a firearm for security purposes. (CDL-FTA)

These duties for other NON-DOT safety-sensitive positions include:

1. Operating a motor vehicle, other vehicle, equipment, machinery, or power tools.
2. Repairing, maintaining, or monitoring the performance or operation of equipment, machinery, or manufacturing processes where the malfunction or disruption could result in injury or property damage.
3. Performing duties on the premises of a customer, supplier, or vendor (A.R.S. 36-498)
3. Sworn law enforcement personnel are subject to the provisions of AZPOST (Arizona Peace Officer Standards and Training Board) in accordance with the Arizona Administrative Code, Title 13, Public Safety. NON-sworn law enforcement personnel shall be tested according to the provisions of AZPOST, in accordance with the Arizona Administrative Code, Title 13, and Public Safety.
4. The hiring authority shall assure, through provisions in new contracts or amendments to old contracts, that contracted persons for safety-sensitive duties, participate in an alcohol and drug testing program that complies with the regulations of the US Department of Transportation (DOT), or include the contracted persons in the City's program.
5. The hiring authority shall receive certification from Temporary Agencies that referred individuals for safety-sensitive duties participate in an alcohol and drug testing program that complies with the DOT regulations, or that such temporary personnel are included in the City's program.
6. The hiring authority shall inform the Human Resources Executive Director or designee about any temporary personnel, contracted personnel or volunteer who shall be included in the City's substance abuse testing program.
7. Employees and other covered personnel normally performing NON-safety- sensitive duties who are directed to perform safety-sensitive duties in an emergency situation are not required to be tested in accordance with the DOT regulations.
8. All questions concerning the City's Drug, Alcohol and Substance Abuse Policy may be directed to the Human Resources Executive Director or designee.

B. Employee and Other Covered Personnel Performance

1. It is the responsibility of all employees and other covered personnel to maintain satisfactory job performance , maintain any job required valid State of Arizona driver's license or Commercial Driver's License (CDL), and to immediately report any suspension or loss of the license to his/her immediate supervisor. Failure to report the loss or suspension of the license to a supervisor shall subject the employee or other covered personnel to disciplinary action up to and including termination. According to these City policies and procedures, unsatisfactory performance of an employee or other covered personnel resulting from the use of alcohol, illegal drugs or other controlled substances shall subject the employee and other covered personnel to immediate removal from his/her duties and termination.

2. The possession, use, consumption, abuse, manufacture, distribution, or dispensing of alcohol, illegal drugs and unauthorized controlled substances (including medical marijuana) while on duty or on City property is prohibited and shall not be tolerated by the City. According to these City policies and procedures, any employee or other covered personnel who violates this section of the policy and procedures shall be deemed to have committed a major performance deficiency, immediately removed from his/her duties, and be subject to termination.
3. Any employee or other covered personnel who is arrested for, or convicted of, any drug related offense which occurred while on duty, shall report such arrest or conviction to his/her supervisor immediately and in no case later than five (5) calendar days after such arrest or conviction per the DrugFree Workplace Act of 1988. If the employee or other covered personnel works for a department or division of the City which receives federal funding, the City shall notify the appropriate federal agency of any such conviction within ten (10) calendar days after receiving notice of the conviction. Any employee or other covered personnel who is found to have committed a drug related offense while on duty shall be deemed to have committed a major performance deficiency, immediately removed from his/her duties, and subject to termination.*
4. Any employee or other covered personnel who reports to work, or is discovered by a supervisor while on duty, to be under the influence of alcohol, illegal drugs or other controlled substances, shall be deemed to have committed a major performance deficiency, immediately removed from his/her duties, and subject to termination.
5. Any employee or other covered personnel who knowingly refuses to participate in testing after having been directed to do so by his/her supervisor shall be immediately removed from his/her duties and subject to termination. Examples of refusal include, but are not limited to:
 - a. failure to provide an adequate breath or urine sample
 - b. insufficient volume without valid medical explanation
 - c. tampering, adulterating, or substituting a specimen
 - d. failing to appear within a reasonable time
 - e. leaving the scene of an accident without just cause prior to submitting to a test
 - f. leaving a collection facility prior to test completion
 - g. failing to permit an observed or monitored collection when required
 - h. failing to take a second test when required
 - i. failing to undergo a medical examination when required
 - j. failing to cooperate with any part of the testing process
 - k. failing to sign the alcohol test form
 - l. an MRO (Medical Review Officer) verified adulterated/substituted sample, or
 - m. once test is underway, failing to remain at site and provide a specimen*
6. Any employee or other covered personnel who fails to successfully complete the Employee Assistance Program (EAP) and prescribed rehabilitation after having signed an agreement with the City, shall be immediately removed from his/her duties and subject to termination according to City policies and procedures.

7. Employees and other covered personnel who are subject to termination from City employment in accordance with City policies and procedures shall be advised by the Human Resources Executive Director or designee of resources available to them in evaluating and resolving problems associated with the misuse of alcohol, illegal drugs, and other controlled substances.

C. Testing for Alcohol and Illegal Drugs

1. In accordance with the DOT -FMCSA and the DOT-FTA mandates, and for NON-DOT, safety-sensitive employees and other covered personnel in order to maintain a drug free work environment, the City will conduct the following categories of tests:
 - a. Pre-employment
 - b. Random
 - c. Reasonable suspicion
 - d. Post-accident
 - e. Return to duty
 - f. Follow up
2. The Breath Alcohol Test (BAT) shall be administered in accordance with federal regulations for DOT- FMCSA and DOT- FTA for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized)
3. The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):
 - a. Marijuana
 - b. Cocaine
 - c. Opiates
 - d. Phencyclidine (PCP)
 - e. Amphetamines
4. Circumstances Requiring Testing
 - a. Pre-Employment/Assignment Test
 - i. Candidates for employment or reassignment may be tested for alcohol and/or illegal drugs and other controlled substances as part of a pre-employment background check. There are some positions for which candidates shall always be tested for the presence of alcohol and/or illegal drugs and other controlled substances. The positions for which candidates shall be tested shall be jointly determined by the Human Resources Executive Director, the City Attorney and the Assistant City Manager, Fire Chief or Police Chief having authority over the positions.
 - ii. When testing is required for a position, candidates shall be notified prior to applying for the position. Upon accepting an offer of conditional employment, applicant candidate shall, within 24 hours from accepting conditional offer of employment, be tested for alcohol and/or illegal drugs and other controlled substances. A negative alcohol and/or drug

and other controlled substances test result must be received before the employee or other covered personnel performs any DOT safety-sensitive function of his/her position. In addition, a negative alcohol and/or drug and other controlled substances test result must be received before the employee or other covered personnel performs any NON-DOT safety-sensitive function of his/her position, unless the NON-DOT safety-sensitive employee or other covered personnel, or regular NON-safety sensitive employee or other covered personnel are active medical marijuana card holders who test positive but are not considered impaired based on components of marijuana that appear in insufficient concentration to cause impairment (A.R.S. 36- 2814.A.3).

- iii. If a test is canceled, the employee or other covered personnel must retake and pass the test before being hired. A canceled test means an alcohol, illegal drug or other controlled substances test that has resulted in a technical problem that cannot be or has not been corrected, or has otherwise been required to be canceled.
- iv. A candidate testing positive for alcohol, and/or illegal drugs and other controlled substances shall not be hired for the position unless the NON-DOT safety-sensitive or regular NON safety-sensitive employee or other covered personnel are active medical marijuana card holders who test positive but are not considered impaired based on components of marijuana that appear in insufficient concentration to cause impairment. (A.R.S. 36-2814.A.3)
- v. An employee or other covered personnel may not transfer from a NON-safety-sensitive function to a DOT safety-sensitive function until they are tested for alcohol and/or illegal drugs and other controlled substances resulting in a verified negative result. Also, employees or other covered personnel may not transfer from a NON safety sensitive function to a NON-DOT safety-sensitive function until they are tested for alcohol and/or illegal drugs and other controlled substances resulting in a verified negative result unless they are an active medical marijuana card holder who tests positive but are not considered impaired based on components of marijuana that appear in insufficient concentration to cause impairment. (A.R.S. 36-2814.A.3)

b. Random Test (Employees and other covered personnel with safety-sensitive duties)

Employees and other covered personnel with safety-sensitive duties shall be subject to random testing for alcohol and/or illegal drugs and controlled substances as outlined by federal regulations. Employees and other covered personnel who are regulated by the DOT-FTA rules shall belong to the FTA random selection pool. Employees and other covered personnel who are regulated by the DOT-FMCSA rules shall belong to the FMCSA random selection pool.

Other NON-DOT positions which are determined by the City to have safety-sensitive duties shall belong to a random selection pool. Each employee and other covered personnel of the same random selection pool shall have an equal chance of being tested each time selection is made from that pool. An employee or other covered personnel may be randomly tested for illegal drugs and controlled substances anytime while on duty. An employee or other covered personnel may be tested for alcohol when he/she is about to perform, is performing or has immediately performed safety-sensitive duties. *

- i. Employees and other covered personnel regulated by the DOT-FTA who have been removed from the random selection pool for more than

90 days will be tested for alcohol and illegal drugs and other controlled substances as a condition of return to duty employment in a safety-sensitive position.

- ii. Employees or other covered personnel who are regulated by the DOT-FMCSA who have been removed from the random selection pool for more than 30 days will be tested for alcohol and illegal drugs and controlled substances as a condition of return to duty employment in a safety-sensitive position.
- iii. Employees and other covered personnel who are in other positions determined by the city to have NON- DOT safety-sensitive duties that have been removed from the random selection pool for more than 30 days will be tested for alcohol and illegal drugs and controlled substances as a condition of return to duty employment in a safety-sensitive position.
- iv. A computer based selection method is used to select safety-sensitive employees and other covered personnel for random testing. Each employee and other covered personnel shall have an equal chance of being tested each time selections are made. Random testing shall be unannounced, performed just before; while or just after the employee and other covered personnel perform their duties and are spread reasonably throughout the calendar year. Employees and other covered personnel shall report to the test site immediately upon notification of having been selected for random testing.

c. Reasonable Suspicion Test

Employees and other covered personnel shall be subject to alcohol and/or illegal drug and controlled substance testing when the City has reasonable suspicion to believe he/she is under the influence, and/or impaired, which shall be determined from all of the facts and circumstances available.

- i. For DOT-FTA and FMCSA covered employees, an employer's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee or other covered personnel. A supervisor(s) or other company official(s) who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations. (49 – CFR 40).
- ii. For all other employees and covered personnel, “impairment” includes symptoms that may decrease or lessen the employee’s performance of the duties of the individual’s job position, to include symptoms of the employee’s speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for safety of self or others, involvement in an accident that results in serious damage, any injury to the employee or others, or other symptoms that create a reasonable suspicion of the use of drugs or alcohol (A.R.S. 23-493).
- iii. The supervisor shall immediately contact their executive director and the Human Resources Executive Director, or designee.

d. Post Accident Test

- i. Employees and other covered personnel with safety-sensitive duties shall

always be subject to post accident alcohol and illegal drug and controlled substance testing per federal regulations if they are involved in an accident. The supervisor shall immediately contact their executive director and the Human Resources Executive Director, or designee. Employees and other covered personnel who knowingly leave the scene of an accident before a test has been administered shall be deemed to have knowingly refused to submit to the test and subject to termination.

- ii. Employees and other covered personnel who have been involved in an accident or those employees and other covered personnel whose performance could have contributed to the accident in which there is serious physical injury or loss of life shall be required to be tested for alcohol and illegal drugs and controlled substances as soon as practicable.
- iii. Any employee or other covered personnel involved in an accident in which there is no serious physical injury or loss of life may be subject to post accident alcohol and illegal drug and controlled substance testing if the City has reasonable suspicion to believe he/she is under the influence, or his/her performance cannot be discounted as a contributing factor. The supervisor shall immediately contact their executive director and the Human Resources Executive Director, or designee. Any employee or other covered personnel who tests positive for alcohol, and/or illegal drugs or other controlled substances will be subject to termination. (Unless a current medical marijuana card holder tests positive but, because there is insufficient concentrations of the components of marijuana to cause impairment, is found not to be impaired.)

e. Return To Duty Test

Any employee or other covered personnel who has successfully completed the EAP or other similar City approved program and any treatment program recommended by a Substance Abuse Professional (SAP) shall be tested for alcohol and/or illegal drugs and controlled substances before returning to duty. To be eligible to return to duty, the employee or other covered personnel must test negative for alcohol and illegal drugs and controlled substances. He/she must test negative for all future tests or will be subject to termination. (Unless the employee or other covered personnel is a medical marijuana card holder who tests positive but, because there is insufficient concentrations of the components of marijuana to cause impairment, is found not to be impaired.)

f. Follow Up Test

Any employee or other covered personnel having passed a return to duty test, shall be subject to unannounced follow up testing for alcohol and/or illegal drugs and controlled substances which shall consist of at least 6 tests during the first 12 months following return to duty, but shall not consist of testing for more than 60 months (5 years) after return to duty. Employees and other covered personnel testing positive for alcohol, illegal drugs, or other controlled substances on a follow up test will be subject to termination. (Unless a qualifying patient with a valid registry identification card pursuant to A.R.S §36-2801 et seq. tests positive but, because there is insufficient concentrations of the components of marijuana to cause impairment, is found not to be impaired.)

5. Testing and Testing Procedures

- a. Employees and other covered personnel shall be tested in accordance with current state and federal regulations.
- b. The time required for sample collection and testing shall be deemed work time for the employee or other covered personnel for the purpose of compensation and benefits.

- c. The Human Resources Executive Director shall pay the cost for pre-employment, random, reasonable suspicion, post-accident, return to duty and follow up tests, retest of a negative dilute result, and any confirmatory tests of positive screening tests.
- d. Collection site personnel shall adhere to strict maintenance of the specimen chain of custody. All drug testing will be completed in a laboratory certified by the Department of Health and Human Services (DHHS) under the National Laboratory Certification Program (NLCP). The laboratory will report the test results to the Medical Review Officer (MRO) who will verify and validate the results.
- e. The results of drug and alcohol tests shall be kept confidential and shall only be released to the Human Resources Executive Director or designee who shall notify the employee's or other covered personnel's supervisor of the results.
- f. If a verified illegal drug or controlled substance test result is a negative dilute, an immediate retest is mandatory.
- g. If a verified illegal drug or controlled substance test result is positive, the employee or other covered personnel has 72 hours from being notified of the test result to request a reanalysis of the original urine specimen or a test of the split specimen, whichever is applicable, at the employee's or other covered personnel's expense.
- h. An employee or other covered personnel tested pursuant to this policy may obtain a written copy of the test results by submitting a written request to the Human Resources Executive Director, or designee.

D. Voluntary Notification

1. Employees with alcohol and/or drug and controlled substance abuse problems that have not resulted in, and are not the immediate subject of disciplinary action, may participate in rehabilitation or treatment programs through the City's Employee Assistance Program (EAP) or other similar City approved programs. An employee who voluntarily notifies his/her supervisor of having a substance abuse problem before having been notified of a required alcohol/illegal drug test and refers him/herself to the City's Employee Assistance Program (EAP) or other City approved treatment program, shall not be subject to disciplinary action as a result of such notification. The employee shall be immediately removed from his/her duties and referred to the Employee Assistance Program (EAP) or similar City approved program for evaluation and any rehabilitation. The employee shall sign an agreement with the City agreeing to all of the following actions:
 - a. Continued serious participation in the EAP or similar City approved program and any prescribed rehabilitation.
 - b. Submit to return to duty and unannounced follow up testing at any time.
 - c. Be discharged if he/she refuses to test, tests positive for alcohol, illegal drugs or other controlled substances, withdraws from the EAP or similar City approved program and prescribed rehabilitation, or fails to successfully complete the EAP or similar City approved program and prescribed rehabilitation.
2. Employees and other covered personnel are responsible for maintaining satisfactory job performance. Unsatisfactory performance resulting from being under the influence of alcohol, illegal drugs or controlled substances will subject the employee

and other covered personnel to termination.

3. Supervisors are responsible for advising employees of the availability of the City's EAP when deteriorating or unsatisfactory job performance does not respond to usual supervisory actions, or when on-the-job incidents or behavior are a cause of concern.
4. Use of Medication
 - a. Employees and Other Covered Personnel Roles & Responsibilities
 - i. Employees and other covered personnel shall accept responsibility for their own medical treatment, for protecting the public safety, and for performing their job duties in a safe and effective manner.
 - ii. Employees and other covered personnel taking any medication shall determine the possibility of side effects which may interfere with their job performance or compromise safety. When an employee or other covered personnel determines any medication will interfere with his/her job performance or compromise safety, he/she shall advise his/her supervisor that he/she is unable to perform his/her duties, and the reasons, prior to going on duty.
 - iii. Supervisors shall determine, after having consulted with the Human Resources Executive Director or designee whether an employee or other covered personnel can *safely* perform his/her duties or must be placed on leave in accordance with the City's leave procedures.

E. Employee Assistance Program (EAP)

1. The City's Employee Assistance Program (EAP) offers confidential counseling, assessment, and case management and, in appropriate circumstances, shall make referrals to other agencies or persons to assist in substance abuse treatment and/or related problems. Obtaining assistance may be voluntary or mandated. Confidentiality is an essential element of both the EAP and the substance abuse treatment program. The EAP's confidentiality shall only be breached in accordance with the laws of the State of Arizona. Employees violating this confidentiality shall be subject to disciplinary actions. The City allows the use of approved leave in accordance with the City's leave policy and procedures for attending counseling or treatment.
2. Records relative to counseling and substance abuse treatment shall be confidential except those records which the Employee Benefits Office may require to administer insurance claims for such treatment.
3. The use of the EAP or similar City approved program, or a substance abuse treatment program, shall not be grounds for discipline for employees. An employee's rating and promotional opportunities shall not be negatively impacted because of the use of those services. However, the use of those services does not reduce the normal performance expectations or standards for performance of the employee's job, nor does it replace the normal disciplinary actions for unsatisfactory job performance.

F. Employee Awareness

1. To inform employees and other covered personnel of the importance of certain provisions of this policy, the City of Glendale has established a Drug Free Workplace Program. The Drug Free Workplace Program provides information on the dangers of substance abuse in the workplace and the detrimental effect it has on business operations. This program identifies resources available to employees and other covered personnel and the consequences for violation of this policy.

2. Prior to any employee or other covered personnel being assigned to safety-sensitive duties, the employee and other covered personnel shall receive 60 minutes of training, and the supervisor shall receive 120 minutes of training, in accordance with state and federal regulations.*

G. Record Keeping and Annual Reports

1. The Human Resources Executive Director or designee shall retain all records relating to these procedures and shall prepare annual reports and certifications as required by state and federal regulations. Access to and disclosure of such records shall be as required by state and federal regulations.

H. Annual Certification

1. The City shall annually certify to the applicable Federal Transit Administration (FTA) Regional Office compliance with the requirements of the FTA rule. The Transit Executive Director, or other person authorized to do so, shall sign the certification. A certification shall comply with the applicable sample certification as provided in the FTA regulation.

Sections marked with an asterisk (*) indicate specific compliance with the 1988 Federal Drug Free Workplace Act, effective March 1988.



ADDENDUM NUMBER ONE

SOLICITATION: RFP 16-32 Page 1 of 2
Solicitation Due Date: March 15, 2016 before 2:00 PM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Ave. Ste. 317
Glendale, AZ 85301
Phone: (623) 930-2865

RFP 16-32

SECURITY GUARD SERVICES

As a result of the pre-proposal conference held on February 25, 2016, the following revisions and clarifications have been made to Request for Proposals No. 16-32:

SCOPE OF WORK

Section 1.5.4 City of Glendale Patrol pg. 4 - Revise line 3 as follows:

# of Guards/Shift	Shift/# of Hours	Days of Week	# of Days/Year	Approx. Annual Total Hours
1	1430-0730 / 4+ 17 hrs	Saturday-Sun	104	4264 1768

Section 1.9.6 pg. 7 Beginning with 'In keeping with the City's desire'

DELETE: second sentence "Only authorized City providers will be acceptable."

DELETE: last sentence "The City requires that the screening be conducted at the Glendale Regional Occupational Health Clinic, 11550 W. Glendale Avenue.

ADD: Upon City request, contractor must provide evidence or approved documentation that proper background checks and substance abuse screening were completed on all employees/guards prior to employment."

Section 3.1 TERM OF AGREEMENT pg. 16 - Revision: Initial term of the contract shall be for one (1) year.

Section 6.0 PRICE SHEET – REVISED BY ADDENDUM NO. 1 *see page 2 of this addendum*

- Revised - Total Hours for City of Glendale Patrol - 5982**

QUESTIONS AND CLARIFICATIONS

- Q:** Section 1.8.1 on pg. 6 specifies weekly invoicing, however, section 5.3 on pg. 22 specifies monthly invoicing. Can you please clarify the invoicing interval?
A: Section 1.8.1 states 'may' submit weekly invoicing. Contractor may prefer submitting invoices weekly however, the City will pay from the Monthly Statement per the terms in Section 5.3.
- Q:** When does the current contract with CBI end?
A: Contract with CBI expires November 21, 2016.
- Q:** Can site visits be scheduled?
A: **No**, the City will hold a site tour for all vendors on: **WEDNESDAY, MARCH 9, 2016 @ 10 AM**
The tour will start at City Hall; vendors can park on the 2nd level of the parking garage and meet in the 2nd floor lobby.

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

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

**ADDENDUM NUMBER ONE**

SOLICITATION: RFP 16-32

Page 2 of 2

Solicitation Due Date: March 15, 2016 before 2:00 PM


CITY OF GLENDALE
Materials Management
5850 W. Glendale Ave. Ste. 317
Glendale, AZ 85301
Phone: (623) 930-2865

5.0 PRICE SHEET – REVISED BY ADDENDUM NO. 1

5.1 Approx. Annual Total Hours (A)	Location	Unit Cost Per Hour (B)	Extended Cost (A) X (B)
SECURITY GUARD SERVICES			
4752	Glendale Municipal Office Complex	\$ 13.85	\$ 65,815.20
8760	Field Operations Center	\$ 13.85	\$ 121,326.00
5982	City of Glendale Patrol (LF – MRF*)	\$ 13.85	\$ 82,850.70
6728	Glendale Park and Ride	\$ 13.85	\$ 93,182.80
3036	Glendale Public Safety Training Center	\$ 13.85	\$ 42,048.60
as needed/ if needed	Additional Site	\$ 13.85	\$ 13.85
Patrol Vehicle Costs (Section 1.5.4)			
5982	Patrol Vehicle	\$ 2.90	\$ 17,347.80
TOTAL			\$ 422,584.95
ADDITIONAL SERVICES			
(Including but not limited to Special Events and Emergencies)			
Security Guard Hourly Rate			\$ 20.77
Patrol Vehicle Hourly Rate			\$ 2.90
Holiday Hourly Rate			\$ 20.77

5.2 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.☐ YES, I will accept payment under this contract with the Procurement Card.☒ NO, I will not accept payment under this contract with the Procurement Card.**5.3 PAYMENT TERMS:** The City standard is Net 30 upon final approval of invoice by department contract administrator. The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or his designee. The itemized statement shall not exceed the proposal fee in Section 5.1.**OFFEROR NAME:** Blackstone Security Services, Inc.

* LF = Landfill - MRF = Materials Recovery Facility

	<p align="center">City of Glendale Materials Management Solicitation Number: RFP 16-32 SECURITY GUARD SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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4.0 OFFER SHEET

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

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.



Authorized Signature

Daniel L Swindall

Printed Name Address

President & CEO

Title

(602)265-6160

Telephone Number

dan@blackstonesecurity.com

Authorized Signature Email Address

Blackstone Security Services, Inc.

Company's Legal Name

2400 West Dunlap Avenue, Suite 225

Phoenix, AZ 85021

City, State & Zip Code

(602)265-6170

FAX Number

3/15/16

Date

For questions regarding this offer: (If different from above)

Contact Name

Phone Number

Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER:

75-3259965

Arizona Sales Tax No. Not Applicable

Tax Rate N/A

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation x

Minority or woman owned business: Yes ___ No x

EXHIBIT B
RFP 16-32
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5, Billings and Payment of the Agreement. The amount of the compensation for security guard services rendered, is provided in the City of Glendale Price Sheet for Solicitation No. RFP 16-32, which is attached to this Exhibit B.**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$ 485,000.00 per year for the initial 2-year term and must not exceed the total amount of \$2,910,000.00for the entire 6 year period if all renewal term options are exercised..

DETAILED PROJECT COMPENSATION

The contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the contract administrator or his designee. The itemized statement shall not exceed the proposal fee stated above.

EXHIBIT C

RFP 16-32

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.