

CITY CLERK ORIGINAL

C-7816
11/22/2011

AGREEMENT FOR SECURITY GUARD SERVICES City of Glendale Solicitation No. RFP 12-03

This Agreement for security guard services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Confidential Background Investigations, Inc., a Utah corporation authorized to do business in Arizona as CBI Security Service, (the "Contractor"), as of the 22nd day of November, 2011.

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. 12-03 (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.

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 \$571,000 for the initial one-year period of the Term , 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.

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 Service and Repair 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 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (F) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(G) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the 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. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 10. Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

- 11.1 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.

11.2 **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:

Kama Schmidt
c/o CBI Security Services
16841 N. 31st Ave. #103
Phoenix, AZ 85053

(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 Mark Smith
Security Guard Coordinator
Glendale, Arizona 85301
623-930-3056

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.

12. **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.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the effective date and continues for a one 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 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 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. There are no automatic renewals of this Agreement.

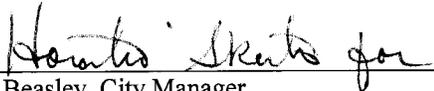
15. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

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

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

City of Glendale,
an Arizona municipal corporation



Ed Beasley, City Manager

ATTEST:



City Clerk (SEAL)

APPROVED AS TO FORM:



City Attorney

Confidential Background Investigations, Inc. ,
a Utah corporation

By: _____
Its: _____

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an Arizona municipal corporation

Ed Beasley, City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Confidential Background Investigations, Inc. ,
a Utah corporation



By: ADAM C. KERBS
Its: PRESIDENT

EXHIBIT A

RFP 12-03 SECURITY GUARD SERVICES

PROJECT

[see attached]

EXHIBIT A

RFP 12-03 SECURITY GUARD SERVICES

SCOPE

Contractor shall provide to the City of Glendale (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.

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.

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.

Contractor shall supply proof of State of Arizona licensing and bonding for itself and its employees in compliance with A.R.S. 32-2611.

CONTRACTOR'S CAPACITY

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 procedures (see section 6.1 of the solicitation). Contractor and its guards, directors, employees or agents shall not be entitled to or authorized to participate in any benefits or privileges given or extended by the City to its employees.

SERVICE SCHEDULE

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.

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

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

City of Glendale Patrol #1 – Requires a vehicle

Includes: Glendale Memorial Park Cemetery – 7844 N 61st Ave

Sahuaro Ranch Historical Area – 9802 N 59th Ave (at Mountain View Rd) Manistee Ranch – 5127 W Northern Ave

Cemetery: Guard goes through the cemetery and checks the rock house, the office, and the maintenance yard. The office staff is required to lock up three sets of gates by 1900 hours. The gates will be reopened at 0500 hours.

Sahuaro Ranch: On foot, the security guard patrols the property and checks the following structures: the main house, guest house, adobe house, Foreman's house, packing shed, maintenance yard (building), and the enclosed yard on the north side of the property. The guard shall check for vagrants, trespassers and material damage.

Manistee Ranch: Guard shall park on the east side of the park in the Walgreen's parking lot. Guard shall check all structures on the property looking for broken glass, trespassers and anything unusual.

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

City of Glendale Patrol #2 – 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

Community Action Program (CAP) - 5949 W. Northern Ave #205

The guard will be stationed at the CAP office site. The guard will be required to monitor customers at the location. The guard will monitor a closed circuit camera system from the assigned work area. Periodic checks of the outside parking lot will also be performed.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week	Number of Days/Year	Approximate Annual Total Hours
1	0800-1700 / 8 hrs	Monday-Thursday	208	1664

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

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	0700-1900 / 12 hrs	Saturday-Sunday	104	1248
1	0700-2300 / 16 hrs	Holidays	11	176

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.

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 Security Coordinator apprised of the name and contact information of each on-duty supervisor, as changes are made throughout the life of the contract.

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. 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.

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.

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.

REMOVAL OR REJECTION OF CONTRACTOR'S SECURITY GUARDS

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.

PAYMENT

The Contractor shall 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.

QUALIFICATIONS REQUIRED OF CONTRACTOR'S SECURITY GUARDS

PHYSICAL QUALIFICATIONS

Physical qualification include but are not limited to binocular vision, correctable to 20/30 and the ability to discriminate between standard colors.

Able to perform normal or emergency duties requiring moderate to arduous physical exertion, such as:

- Standing, sitting or walking for an entire shift.
- Climbing stairs and ladders.
- Lifting or carrying objects weighing up to 50 pounds.
- Running short distances.

MENTAL QUALIFICATIONS

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.

EDUCATIONAL AND OTHER QUALIFICATIONS

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:

- Write reports and maintain facility security journals and other records in a legible, clear and concise manner.
- Read, interpret and properly carry out facility security instructions and post orders.
- Converse freely and appropriately in person and over communication systems in use at CITY facilities.

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.

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.

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 Ave.

CONTRACTOR'S DESIGNATED REPRESENTATIVES

Contractor shall provide the Security Coordinator with the names and telephone numbers of designated representatives or supervisors for the City to contact for such matters as scheduling, complaints and billings.

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

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.

CONTRACTOR'S SUPERVISION

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.

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.

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 Security Coordinator at the earliest practicable time.

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.

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 report outlining the date, time, location and findings of these inspections will be forwarded to the Security Coordinator.

GENERAL DUTIES AND DESCRIPTION OF SECURITY GUARD SERVICES

Contractor's security guards shall staff fixed posts and conduct facility patrols according to schedules determined by the Security Coordinator. Contractor shall instruct its employees to perform duties outlined in site-specific post orders. Site-specific post orders will be provided to the Contractor prior to commencement of service.

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 Security Coordinator. Sleeping on duty shall not be tolerated.

The City reserves the right to reject the services of any guard utilized, if in the City Security Coordinator's opinion, said guard is not fit, properly uniformed, or properly trained for duty. Additionally, the Security Coordinator 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.

Contractor shall be responsible for maintaining security stations at the entrances to the City's facilities as identified by the Security Coordinator, and will be responsible for the following:

- Monitoring employees, visitors and suppliers seeking entrance in a manner consistent with City procedures.
- Admitting properly identified employees, as outlined in post orders.
- Issuing passes and registering visitors authorized by the City.
- 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 Security Coordinator.
- Preventing and reporting unauthorized intrusion.
- Attending to persons requiring routine and emergency assistance.
- Performing other duties consistent with security requirements.

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.

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

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

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.

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.

WEAPONS

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.

UNIFORMS AND EQUIPMENT

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. 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 maintain by the company at no cost to the City.

TRAINING

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.

Training may include but not be limited to:

- Legal aspects of security.
- First aid/CPR.
- Fire prevention, control and suppression, applicable to the use of a hand-held fire extinguisher.
- Blood-borne pathogens (OSHA Standard 29 CFR).
- Hazard communication/MSDS.
- Patrol techniques/Crime prevention.
- Security guard safety

CONTRACTOR'S VEHICLES

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.

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.

Currently the City requires two highway operational vehicles. All vehicles 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.

- Patrol #1 Vehicle—Approximate yearly mileage is 16,000.
- Patrol #2 Vehicle—Approximate yearly mileage is 18,000.

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.

DOCUMENTATION AND REPORTING

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.

ADDITIONAL SERVICES

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.

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.

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.

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.

The Contractor 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.

EXHIBIT B

RFP 12-03 SECURITY GUARD SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation for services performed will be paid per weekly itemized invoices issued by the Contractor and approved for payment by the Contract Administrator at the rate of \$13.18 per hour for regularly scheduled shifts, \$13.99 per hour for additional sites, and \$18.51 per hour for additional special event and emergency services, if requested by City.

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 \$571,000 for the initial one-year period.

DETAILED PROJECT COMPENSATION

Contractor shall submit invoices per the PAYMENT Section of Exhibit A and submit activity reports as requested per the DOCUMENTATION AND REPORTING Section of Exhibit A.

EXHIBIT C

RFP 12-03 SECURITY GUARD SERVICES

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.