

**CITY OF TOLLESON  
REQUEST FOR PROPOSALS (RFP)  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

The City of Tolleson is issuing this Request for Proposals seeking proposals from qualified vendors interested in providing unarmed security guard services at City sponsored special events.

This RFP will be listed on the City's website [www.tollesonaz.org](http://www.tollesonaz.org) beginning Thursday, February 13, 2014, and may be obtained at Tolleson City Hall, 9555 W. Van Buren Street, Tolleson, AZ, 85353. Any questions related to this RFP should be directed to Recreation Programmer Ruth Espinoza at [respinoza@tollesonaz.org](mailto:respinoza@tollesonaz.org) or (623) 936-2754.

The final date for inquiries is Friday, February 28, 2014. Proposals are due at Tolleson City Hall by 3:00 P.M., on Friday, March 7, 2014. The City of Tolleson reserves the right to reject any and all submittals.

Notice Given By: Crystal Zamora  
Deputy City Clerk  
Thursday, February 13, 2014

Published in the: Arizona Republic  
Thursday, February 13, 2014  
Friday, February 14, 2014  
Saturday, February 15, 2014  
Sunday, February 16, 2014

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

**ADDENDUM No. 2**

Date: March 5, 2014

From: Ruth Espinoza, City Representative

Subject: Addendum No. 2 to Request for Proposals for Security Services for Special Events

Proposal Due Date and Time: **March 7, 2014**, 3:00 p.m. (local time, Phoenix, Arizona)

**SCOPE**

This Addendum forms a part of the Agreement and clarifies, corrects, or modifies the original Request for Proposals for Security Services for Special Events (the "RFP") documents prepared by the City of Tolleson. Acknowledge receipt of this Addendum in the space provided on the attached form. This Acknowledgment must accompany the submitted Proposal. Failure to do so may subject the Vendor's Proposal to disqualification.

This Addendum No. 2 modifies Section B, Exhibit B, Scope of Work of the RFP, as released on February 13, 2014.

**ADDENDUM**

1. Section B, Exhibit C, Scope of Work, Section 11, is hereby amended as follows

11. Equipment-General. Contractor shall provide all working materials/documents, equipment and related accessories at Contractor's expense. Equipment and related accessories owned and used by Contractor's employees to provide Services under this Agreement must be kept clean at all times, and maintained according to manufacturer's and City's standards.

~~11.1 Contractor shall provide marked vehicles for mobile patrols and shall display the largest company decal or sign available on both sides of the vehicle.~~

11.2 Contractor shall provide Guards and Guard Supervisors with cellular telephones to use when necessary to contact City Police or other necessary personnel.

**CITY OF TOLLESON  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
  
REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

**ADDENDUM No. 2**

\_\_\_\_\_, affirms that ADDENDUM No. 2 has been  
(Name of Vendor/Designee)  
received and that the information contained in ADDENDUM No. 2 has been incorporated in  
formulating the Vendor's Proposal.

\_\_\_\_\_, \_\_\_\_\_ 2014  
Signed Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**This Acknowledgment must accompany the submitted Proposal.**

END OF ADDENDUM No. 2

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

**ADDENDUM No. 1**

Date: February 27, 2014

From: Ruth Espinoza, City Representative

Subject: Addendum No. 1 to Request for Proposals for Security Services for Special Events

Proposal Due Date and Time: **March 7, 2014**, 3:00 p.m. (local time, Phoenix, Arizona)

**SCOPE**

This Addendum forms a part of the Agreement and clarifies, corrects, or modifies the original Request for Proposals for Security Services for Special Events (the "RFP") documents prepared by the City of Tolleson. Acknowledge receipt of this Addendum in the space provided on the attached form. This Acknowledgment must accompany the submitted Proposal. Failure to do so may subject the Vendor's Proposal to disqualification.

This Addendum No. 1 consists of modifications to (i) Section A, Part I and (ii) Section B, Exhibit C, Fee Proposal, of the RFP, as released on February 13, 2014.

**ADDENDUM**

1. Section A, Part I, Subsection 1.2(C), Required Submittal is hereby amended as follows:

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. THE PROPOSAL SHALL BE A MAXIMUM OF FIFTEEN PAGES TO ADDRESS THE PROPOSAL CRITERIA (EXCLUDING RESUMES AND THE VENDOR INFORMATION FORM, BUT INCLUDING MATERIALS NECESSARY TO ADDRESS GENERAL INFORMATION, EXPERIENCE AND QUALIFICATIONS, KEY POSITIONS AND PROJECT APPROACH). EACH PAGE SIDE (MAXIMUM 8 1/2" X 11") WITH CRITERIA INFORMATION SHALL BE COUNTED. COVER, BACK, TABLE OF CONTENTS AND TABS MAY BE USED AND SHALL NOT BE INCLUDED IN THE

PAGE COUNT, UNLESS THEY INCLUDE ADDITIONAL PROJECT-SPECIFIC INFORMATION OR PROPOSAL CRITERIA RESPONSES. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2. Section B, Exhibit C, Fee Proposal, is hereby deleted in its entirety and replaced with the Fee Proposal attached to this Addendum No. 1 as Exhibit 1 and incorporated herein by this reference.

EXHIBIT 1  
TO  
ADDENDUM NO. 1  
TO  
REQUEST FOR PROPOSAL  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS

(Fee Proposal)

See following pages.

FEE PROPOSAL  
SECURITY GUARD SERVICES

Vendors shall include the hourly billing rates and the actual payment rates for unarmed security guards and supervisors for the Initial Term and all Renewal Terms, if any. These rates offered herein will remain firm and fixed for the duration of this Agreement. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Fee Proposal shall result in a determination that a RFP is non-responsive.**

INITIAL TERM YEAR 1		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 3		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 4		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 5		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		

6 MONTHS		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_



**CITY OF TOLLESON  
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

**ADDENDUM No. 1**

\_\_\_\_\_, affirms that ADDENDUM No. 1 has been  
(Name of Vendor/Designee)

received and that the information contained in ADDENDUM No. 1 has been incorporated in  
formulating the Vendor's Proposal.

\_\_\_\_\_, Date \_\_\_\_\_ 2014  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**This Acknowledgment must accompany the submitted Proposal.**

END OF ADDENDUM No. 1

## Request for Proposals: Security Services at Special Events Responses to Inquiries

1. I was working on the bid response, and noticed a discrepancy. The front page states that bids are due on Wednesday March 7<sup>th</sup>. March 7th is actually a Friday. Are the bids due Wednesday, March 5th or Friday, March 7th?  
**The proposals deadline is Friday, March 7, 2014.**
2. Can you provide clarification on the “page limit”, as suggested in Section A, 1.2, C?  
**This was clarified in the Addendum No. 1 released on February 27, 2014.**
3. Is there a preferred binding format for presentation of the RFP?  
**No, this was clarified in the Addendum No. 1 released on February 27, 2014.**
4. Can you elaborate on the scope of work to be performed by unarmed security guards at the outlined special events?
  - a. Approximately how many security guards are required at said events, and per shift?  
**Each event is different. We usually have anywhere from 5 guards to 10 at each event.**
  - b. Are the security guards providing Static Security to surrounding areas and buildings or security at and related to event activities?  
**Just at the event itself. Overnight security will watch an area where set up is.**
  - c. If providing security at event, will they be performing crowd control, alcohol control, access control?  
**All of these duties.**
  - d. The RFP mentioned mobile units, is there a request for pricing for mobile patrol? What size area would they be responsible for and during which shifts? What type of equipment/access would they be guarding?  
**There aren't any mobile units.**
5. Can you expand on the pricing requested for “6 months,” as outlined in Section B, C-2?  
**Asking for the price if the City only wanted to contract with the vendor for 6 months.**
6. On Page A-8 of the Proposal Submitting Format, Scoring, Subsection E (Section 5: Pricing -20pt) it request, “Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(F) (Pricing) in a separate, sealed envelope enclosed with the Vendor’s Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in

the format attached as Exhibit C of the Professional Services Agreement. However I am unable to locate on pages C1 or C2 of the Pricing Proposal a signature line. Is the original signature on the cover letter sufficient?

No, the pricing proposal should have a signature block on it. The Fee Proposal form was revised in Addendum No. 1 released on February 27, 2014.

7. Is page B-14 supposed to be filled out and returned in the completed proposal?

No.

8. On Page A-1, section C: it states that failure to adhere to the page limit, size and font criteria... I can find no additional reference to what the page criteria is. Please elaborate.

The page limit was inadvertently left off. The page limit should be 15 pages. This was clarified in the Addendum No. 1 released on February 27, 2014.

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES FOR SPECIAL EVENTS**

**City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353**

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Title:	<b>Security Services for Special Events</b>
Release Date:	<b>February 13, 2014</b>
Advertisement Dates:	<b>February 13, 14, 15 and 16, 2014 – Arizona Republic</b>
Pre-Submittal Conference:	<b>NOT APPLICABLE TO THIS SOLICITATION</b>
Final Date for Inquiries	<b>February 28, 2014</b>
Proposal Due Date and Time:	<b>March 7, 2014 3:00 p.m. (local time, Phoenix, Arizona)</b>
Shortlist Announced for Oral Interviews:	<b>March 12, 2014</b>
Oral Interviews (if necessary):	<b>March 17, 2014</b>
Target City Council Award Date:	<b>March 25, 2014</b>
Anticipated Agreement Start Date:	<b>April 1, 2014</b>
City Representatives:	<b>Ruth Espinoza (respinoza@tollesonaz.org) Chris Hagen (chagen@tollesonaz.org)</b>

- \* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.
- \*\* The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

**SECTION A**

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**PART I. RFP PROCESS; AWARD OF AGREEMENT**

1.1 Purpose; Scope of Work. The City of Tolleson (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified vendors (“Vendors”) interested in providing unarmed security guard services at City sponsored special events (the “Services”), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit **one original and four copies (five total submittals)** of the Proposal. Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

C. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

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D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP title, **Security Services for Special Events**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.

G. Address. All Proposals shall be directed to the following address: City Clerk, 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

H. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

I. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

J. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

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1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. In the event the City offices are closed on the Final Date for Inquiries, the Vendor may submit the question(s) to the RFP Administrator via e-mail or voicemail. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff **will not be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Sales Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item.



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1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.4 (Inquiries), above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

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E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

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F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

**PART II. PROPOSAL FORMAT; SCORING**

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. Section 1: General Information - 20 pts.

(1) One page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

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(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form (may be attached as separate appendix).

**B. Section 2: Experience and Qualifications of the Vendor - 20 pts.**

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to providing unarmed security guard services at special events.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

*These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references shall result in the Proposal being considered non-responsive.*

(3) The City's representative may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be

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requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Section 3: Key Positions - 20 pts.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Section 4: Project Approach - 20 pts.

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

(2) Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the Vendor will ensure that all efforts are coordinated with the City's Representatives.

E. Section 5: Pricing - 20 pts.

Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(F) (Pricing) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, (2) key team member(s) proposed for each task and sub-task and (3) number of management, engineering, technical, drafting and support personnel hours

**SECTION A**

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proposed for the project. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

**Total Possible Points for Proposal: 100**

**PART III. ORAL INTERVIEWS; SCORING**

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for this RFP: 200**

**CITY OF TOLLESON  
PARKS & RECREATION DEPARTMENT**

**SECTION A**

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**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

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\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY            STATE            ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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**SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):**

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

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**SECTION B**

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2014, between the City of Tolleson, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, "Security Services for Special Events" (the "RFP") , a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for unarmed security guard services at City sponsored special events.

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for unarmed security guard services at City sponsored special events (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until \_\_\_\_\_, 2014 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.



**CITY OF TOLLESON  
PARKS & RECREATION DEPARTMENT**

**SECTION B**

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2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$\_\_\_\_.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including,

**SECTION B**

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but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

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F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor’s responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement.

**SECTION B**

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A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor’s insurance shall be primary insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed

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by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the City.

12. Termination; Cancellation.

12.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice

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by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The

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obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.



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13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                      City of Tolleson  
   9555 West Van Buren Street  
   Tolleson, Arizona 85353  
   Attn: Reyes Medrano, Jr., City Manager

With copy to:                      GUST ROSENFELD, P.L.C.  
   One East Washington Street, Suite 1600  
   Phoenix, Arizona 85004-2553  
   Attn: Scott W. Ruby, Esq.

If to Contractor:                    \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that

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information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

**SECTION B**

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13.19 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF TOLLESON  
PARKS & RECREATION DEPARTMENT**

**SECTION B**

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

“City”

CITY OF TOLLESON,  
an Arizona municipal corporation

\_\_\_\_\_  
Adolfo F. Gamez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Hagen, City Clerk

\_\_\_\_\_  
Scott W. Ruby, City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On \_\_\_\_\_, 2014, before me personally appeared Adolfo F. Gamez, the Mayor of the CITY OF TOLLESON, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Contractor's Proposal]

See following pages.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Scope of Work]

See following page(s).

**SECTION B**

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**SCOPE OF WORK  
SECURITY SERVICES FOR SPECIAL EVENTS**

1. Introduction. The Contractor shall provide trained and certified unarmed security services at designated City special events (the “Services”) as more particularly set forth herein. The Services are required during after-hours, weekends and holidays. The City reserves the right to add or delete Services contained within this Scope of Work, during the term of this Agreement.

2. Special Events. Contractor shall provide the Services at the events and during the days and hours listed below (each a “Special Event or collectively, the Special Events”):

- 2.1 Whoopee Daze – April, 3-6, 2014  
Location: Veterans Park, 8601 West Van Buren Street, Tolleson, Arizona 85353  
Schedule: Thursday - 2:30 p.m. to 6:00 a.m. (overnight shift)  
Friday - 5:00 p.m. to 12:00 a.m.  
                  12:00 a.m. to 6:00 a.m. (overnight shift)  
Saturday - 11:00 a.m. to 12:00 a.m.  
                  12:00 a.m. to 6:00 a.m.(overnight shift)  
Sunday – 11:00 a.m. to 9:00 p.m.  
                  9:00 p.m. to 6:00 a.m. (overnight shift)
  
- 2.2 July 4th Celebration - July 4, 2014  
Location: Veterans Park, 8601 West Van Buren Street, Tolleson, Arizona 85353  
Schedule: 5:00 p.m. to 11:00 p.m.  
                  11:00 p.m. to 6:00 a.m. (overnight shift)
  
- 2.3 Luces de Navidad – December, 12-13, 2014  
Location: Veterans Park, 8601 West Van Buren Street, Tolleson, Arizona 85353  
Schedule: Friday - 5:00 p.m. to 12:00 a.m.  
                  12:00 a.m. to 6:00 a.m. (overnight shift)  
Saturday - 11:00 a.m. to 12:00 a.m.  
                  12:00 a.m. to 6:00 a.m. (overnight shift)

3. Changes, Additions, Deletions, Emergency Deployment. The City reserves the right to order additional security coverage or to reduce or eliminate security coverage, during the term of this Agreement. The Contractor shall make these adjustments within 24 hours’ notice from the City representative (depending upon the urgency of need as determined by the City representative). The Contractor shall accommodate any adjustments or changes in the Services.

4. Policies and Procedures. The Contractor shall provide the City with Contractor’s written policy and procedures regarding the licensing, certification, training and work requirements for its staff assigned to provide unarmed security services under this Agreement.

5. Guard and Guard Supervisor Qualifications. The Contractor shall ensure that all security guards (the “Guards”) and Guard supervisors (the “Guard Supervisors”) meet the following qualifications. Any Guard found not meeting the following qualification requirements shall be replaced upon the direction of authorized City representative.



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5.1 All Guard and Guard Supervisors shall be licensed by the Arizona Department of Public Safety in accordance with ARIZ. REV. STAT. Title 32, Chapter 26 and maintain such license while working under this Agreement.

5.2 Guard Supervisors shall possess at least three years' experience as a security Guard Supervisor and shall have been employed by the Contractor for a minimum of six months, unless granted an exception in writing by the City representative.

5.3 Guards shall possess a high school or equivalency diploma.

5.4 Guards shall be of at least 18 years of age.

5.5 Guards shall be able to understand, speak, read and write English fluently.

5.6 Guards shall be able to describe an incident and prepare full, complete and accurate written reports of any incidents.

5.7 Guards shall be United States citizens or alien properly registered with the U.S. Immigration and Naturalization Service.

5.8 Guards shall not have been convicted of a felony or other criminal offense which in the City's sole determination would inhibit the Guard's ability to perform his/her duties in a reliable, competent and trustworthy manner in accordance with the terms and conditions of this Agreement, as well as Ariz. Rev. Stat. Title 32, Chapter 26.

6. Contractor Personnel. Guards and Guard Supervisors assigned to provide the Services shall be accountable to the Contractor and shall comply with the written and verbal instructions received from the Contractor and City authorized City representative. However, all persons performing Services under this Agreement shall, at all times, be recognized as the Contractor's employees and under the Contractor's control and supervision.

6.1 The Contractor shall schedule no Guard for more than 12 hours in any 24-hour period, including placements at other assignments.

7. Employment Record and Clearance.

7.1 The Contractor shall be required to maintain a personnel folder on each Guard performing Services pursuant to this Agreement. Only Guards for whom the following information is on record may be assigned to perform the Services. The folder shall contain the following information:

- A. Guard's name
- B. Guard's home address
- C. Date of birth
- D. Duplicate photo ID card
- E. Social security number
- F. Copy of employment application

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- such license.
- G. Copy of Arizona State Division of Licensing Application, and copy of
  - H. Birth Certificate
  - I. Copy of alien registration form 19 (if applicable)
  - J. Copy of high school diploma
  - K. Military record (if applicable)
  - L. Documentation of prior employment
  - M. Copy of Arizona State fingerprint card pursuant to fingerprinting requirements as per Arizona Revised Statutes.
  - N. Record of security training.
  - O. Medical exam certificate.
  - P. Urine analysis results (5 panel drug screen to included testing for heroin, cocaine, marijuana, crack, and narcotics).
  - Q. Results of criminal record check.

7.2 The above referenced files shall be made accessible and delivered to authorized City representative within 24 hours of his/her request. In addition, prior to the assignment of a Guard, the Contractor shall submit to City representative a certification attesting to the fulfillment of all requirements noted above.

8. Guard Supervisors.

8.1 Guard Supervisors shall serve as an independent monitor for the City in all aspects of the Contractor's performance and adherence to the terms of this Agreement.

8.2 Guard Supervisors shall monitor shift arrival and departure times, compliance with the Special Events orders and provide continuity of Guards at each area within the Special Events.

8.3 When appropriate, the Guard Supervisors shall make recommendations to the Contractor and City regarding potential security issues at the Special Events.

9. Training. The Contractor shall provide Special Event specific training and job duties and specifications to include but not be limited to: (i) monitoring and patrolling areas as appropriate, (ii) documentation and reporting, (iii) assessing and reporting incidents to the City's Police Department, (iv) securing areas during shifts, (v) monitoring parking lots, (vi) monitoring of various secure areas as necessary and (vii) securing areas and property overnight.

10. Uniform and Appearance.

10.1 The Contractor shall supply all uniforms at its own cost and expense. All uniforms shall be approved by the Arizona Department of Public Safety and shall include, uniform

**SECTION B**

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trousers, uniform shirt with badge identifying the Contractor's company, a jacket - if worn - identifying same, black shoes, polished and in good repair, and name tag as described herein.

10.2 The Contractor shall ensure that uniforms are maintained in a clean, well pressed and in good repair.

10.3 The Contractor must assure that Guards adhere to the highest grooming standards; hair shall be neatly trimmed and worn away from face. Mustache and beard, if worn, shall be neatly maintained. Body odor must not be present while performing the Services.

11. Equipment-General. Contractor shall provide all working materials/documents, equipment and related accessories at Contractor's expense. Equipment and related accessories owned and used by Contractor's employees to provide Services under this Agreement must be kept clean at all times, and maintained according to manufacturer's and City's standards.

11.1 Contractor shall provide marked vehicles for mobile patrols and shall display the largest company decal or sign available on both sides of the vehicle.

11.2 Contractor shall provide Guards and Guard Supervisors with cellular telephones to use when necessary to contact City Police or other necessary personnel.

12. Personal Electronic Devices. Contractor's shall ensure Guards assigned under this Agreement do not have or use any device that limits the direct hearing of the Guard, impairing them from doing their job, such as any earphone music player or games.

13. General Tasks and Responsibilities. The Contractor's responsibility shall include but not be limited to:

13.1. Protection of staff, equipment and property against injury, theft, pilferage, loss or vandalism, damage or destruction.

13.2. Permitting only authorized persons, and authorized staff, to enter the designated areas at the Special Events.

13.3. Observation and identification of security irregularities or discrepancies utilizing minimum physical intervention, if necessary.

13.4. Reporting all incidents to the City Police.

14. Guard Tasks and Responsibilities. The assigned Guards shall adhere to the following minimum guidelines. The Contractor shall implement additional tasks deemed relevant to protect the premises and City as required.

14.1 Guards shall be orderly and courteous to persons entering or leaving the Special Events, including, but not limited to:

A. Checking the ID of all persons, if required, (City staff, visitors and public) entering specific designated areas at the Special Events, and deny access to unauthorized persons.

B. Providing accurate general information, i.e., hours of operations, general event information, etc. Refer all inquiries concerning specific individuals to Tolleson City Hall. In no

**SECTION B**

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instance should the Guards, Guard Supervisors or other Contractor employee issue any information pertinent to City business.

C. Secure all gates, parking lots, and designated areas, if required, at the Special Events to ensure the safeguarding and security of equipment and property.

15. General Performance Requirements. Contractor's unarmed Guards and Guard Supervisors are required to perform the following work requirements:

15.1 Guards shall not eat, read, or use personal radios, cell phones, televisions, any kind of electronic entertainment devices, and CD and tape players at their posts at any time.

15.2 Guards shall be punctual, remain awake, alert and attentive during their shifts, without any exception.

15.3 Guards shall be attired in full uniform as specified in this Scope of Work including black shoes and badges at all times.

15.4 Guards shall not remove or borrow City materials or equipment or items owned by City employees. Such materials, equipment, or items include, but are not limited to, radios, heaters, fans, etc.

15.5 Guards shall not leave their assigned posts until properly relieved.

15.6 Guards shall present a businesslike demeanor at all times. Excessive socializing with the public, City employees or other Contractor employees during working hours is discouraged.

15.7 Guards shall have a good working knowledge of self-defense and public restraint procedures.

15.8 Guards shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly members of the public.

15.9 In the event that a scheduled Guard is not going to report on time for a shift, or is out ill for the day, Contractor shall advise the City Representative prior to the scheduled starting time.

15.10 Contractor shall provide a substitute Guard within one hour of the scheduled starting time.

15.11 Guards and other Contractor personnel may not bring weapons or contraband into the Special Events.

16. Reporting Requirements.

16.1 Guards shall contact the City Police in the event an unruly person attempts to disrupt the Special Event or attempts (i) to or causing damage to equipment or property at the Special Event or (ii) to cause harm to another person at the Special Event.

16.2 Guards shall be responsible for documenting all incidents by completing the appropriate reports.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Fee Proposal]

See following page(s).

**CITY OF TOLLESON  
PARKS & RECREATION DEPARTMENT**

**SECTION B**

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FEE PROPOSAL  
SECURITY GUARD SERVICES

Vendors shall include the hourly billing rates and the actual payment rates for unarmed security guards and supervisors for the Initial Term and all Renewal Terms, if any. These rates offered herein will remain firm and fixed for the duration of this Agreement. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Fee Proposal shall result in a determination that a RFP is non-responsive.**

INITIAL TERM YEAR 1	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
POSITION		
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 2		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 3		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 4		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		
RENEWAL TERM YEAR 5		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		

**CITY OF TOLLESON  
PARKS & RECREATION DEPARTMENT**

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6 MONTHS		
POSITION	HOURLY BILLING RATE	HOURLY PAYMENT RATE TO EMPLOYEES
Supervisor		
Security Guard, Unarmed		
Security Guard, Unarmed, Overnight		