

AGREEMENT FOR
ONSITE SHREDDING SERVICE
City of Glendale Solicitation No. IFB 16-38

This Agreement for Onsite Shredding Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and The Centers for Habilitation/TCH, dba ASDD Document Destruction, an Arizona Company, authorized to do business in Arizona, (the "Contractor"), as of the 2 day of March, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 16-38 (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.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
 - (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$45,000 for the entire term of the agreement, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

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

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

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

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

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

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

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 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. Notices.

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

10.2 Representatives.

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

ASDD Document Destruction
c/o Ryan Shinn, Director of Sales
225 W. Lodge Drive
Tempe, Arizona 85283
480-730-4233
Ryanshinn@tch-az.com

- 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 Connie Schneider, Contract Analyst
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301
623-930-2868

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

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

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement three additional one (1) year terms, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Compensation
- Exhibit C Dispute Resolution

(Signatures appear on the following page.)

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

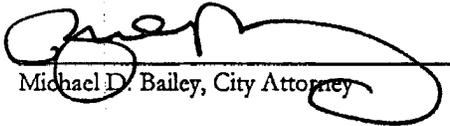
City of Glendale,
an Arizona municipal corporation


By: Kevin R. Phelps
Its: City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

ASDD Document Destruction,
an Arizona Company

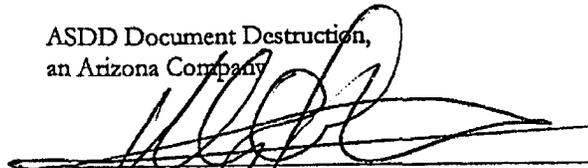

By: Ryan Shinn
Its: Director of Sales

EXHIBIT A

IFB 16-38 ASDD Document Destruction

PROJECT

[See attached]

| | | |
|---|---|---|
|  | SOLICITATION NUMBER: IFB 16-38 ONSITE SHREDDING SERVICES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
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CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 16-38

PUBLISHED DATE: FEBRUARY 4, 2016

TITLE: ONSITE SHREDDING SERVICES

BID DUE DATE AND TIME: FEBRUARY 16, 2016 BEFORE 2:00 P.M. LOCAL TIME

PRE-BID CONFERENCE: There will not be a Pre-Bid for this Solicitation.

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

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

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

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

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Connie Schneider, C.P.M.
Materials Management Division
(623) 930-2868
CSchneider@Glendaleaz.com



SOLICITATION NUMBER: IFB 16-38
ONSITE SHREDDING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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SOLICITATION NUMBER: IFB 16-38
ONSITE SHREDDING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

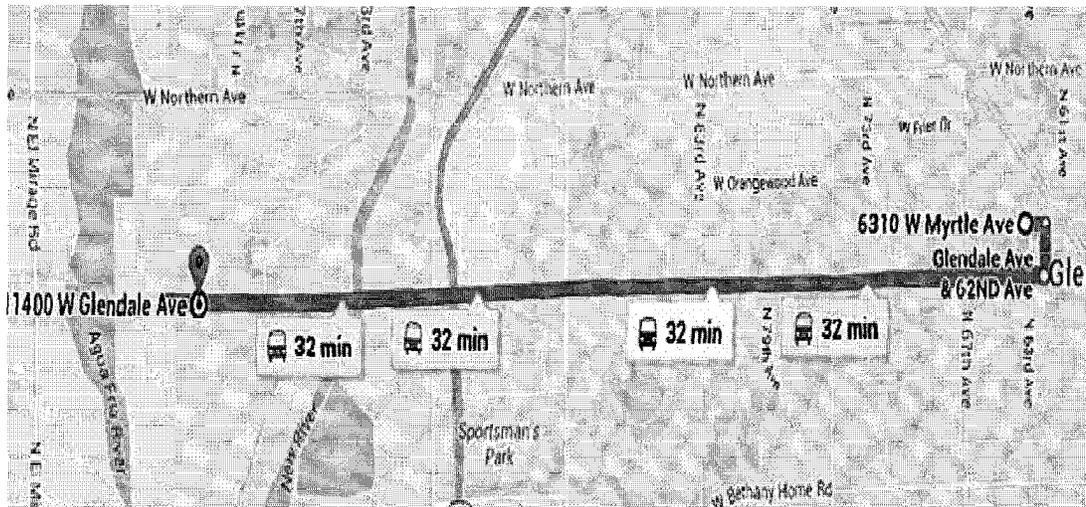
1.0

SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City) is seeking a competent, experienced and qualified contractor to provide secure document shredding services for the collection and shredding of paper containing confidential or personal information from various City Departments. The City will have multiple annual events as needed. Services for each event can be based on the following scenarios:

1.1.1. Scenario 1: City Retains Shredded Material: The Contractor provide document shredding services for materials shredded on City property located at Glendale at 6310 W Myrtle Avenue and delivered to another City site located approximately 7 miles in distance at the Material Recycling Facility (11400 W. Glendale Ave.) (See Map Below);



1.1.2. Scenario 2: Contractor Retains Shredded Material: The Contractor shall provide document shredding services on City property located at Glendale at 6310 W Myrtle Avenue and the Contractor will keep the paper pulp to dispose of at a location of choice.

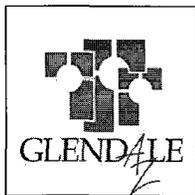
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|  <p>GLEND/LE</p> | <p>SOLICITATION NUMBER: IFB 16-38</p> <p>ONSITE SHREDDING SERVICES</p> | <p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|--|--|--|

1.2 MINIMUM REQUIREMENTS

1.2.1 Provide shredding services for up to an estimated 100-150 recycle cans full of paper documents. Each can is sized at 95-gallons as depicted below. The City will provide the cans;



- 1.2.2 Contractor's truck must be capable of lifting & dumping 95 gallon recycle cans pictured above;
- 1.2.3 Contractor shall be able to provide the City the weight of each load of shredded paper using a certified scale;
- 1.2.4 Shredding event may take 1 to 5 days (until all the recycle cans are empty);
- 1.2.5 The hours will be 8:00am-5:00pm (or until truck is full);
- 1.2.6 The location of the shredding event will take place in Glendale at 6310 W Myrtle Ave (on city property);
- 1.2.7 Size of shredded material shall be no larger than the size of a quarter coin;
- 1.2.8 Upon completion of shredding event, vendor shall sign the attached **(Exhibit A)** certificate of destruction form;
- 1.2.9 Except 95-gallon cans, Contractor shall include all materials, tools, supplies, labor and equipment necessary to provide the shredding event services; and
- 1.2.10 Contractor shall ensure that shredding material remains secured from the moment of retrieval from the City until destruction is accomplished;
- 1.2.11 Contractor shall provide all equipment, materials, tools, supplies, skills, labor, and supervision necessary to perform the tasks as specified;



SOLICITATION NUMBER: IFB 16-38

ONSITE SHREDDING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID One (1) original hard copy and one (1) email copy to CSchneider@glendaleaz.com . The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.2.1 BIDDER SHEET (CONDITIONAL ACCEPTANCE), Section 4.0

2.2.2 BID SCHEDULE, Section 5.0

2.2.3 ADDENDUM, Return all addenda (if applicable).

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

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

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

2.5 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

2.6 ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.



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2.7 PROPRIETARY INFORMATION

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

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

2.8 INQUIRIES Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.9 ADDITIONAL INFORMATION The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.10 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.11 EVALUATION LITERATURE

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

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



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

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

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.14 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.15 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

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

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

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

3.4 PRICE & PRICE ADJUSTMENTS All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.5 DELIVERY All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

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- 3.6 **DELIVERY TIME** All deliveries shall be made within **45** days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.7 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.
- 3.8 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional three (3) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.9 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.10 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.11 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

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The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

| <u>Type of Insurance</u> <u>(Minimum)</u> | <u>Limits of Liability</u> |
|--|----------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | |
| Each Accident | \$100,000 |
| Disease-Each Employee | \$100,000 |
| Disease-Policy Limit | \$500,000 |

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

| | |
|-------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal and Advertising | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Completed Operations | \$1,000,000 |

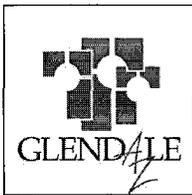
Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

| | |
|------------------|-------------|
| Per Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |

3.12 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation



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Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.13 INDEMNIFICATION CLAUSE:

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

3.14 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card.



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3.15 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 1.1.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 1.1.2 The Contractor fails to perform adequately the services required in the contract.
- 1.1.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 1.1.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 1.1.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.16 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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



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section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.18 CERTIFICATION By signature on the Offer/Bid or Conditional Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.



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4.0 CONDITIONAL ACCEPTANCE

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 16-21

TITLE: DOCUMENT SHREDDING SERVICES

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: _____ Contractor Signature: _____

Company Address: _____ Printed Name and Title: _____

_____ Email Address: _____

Company Federal I.D.: _____ Telephone No.: _____

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____ ATTEST: _____
Printed Name and Title: _____ City Clerk (SEAL)

_____ APPROVED AS TO FORM:
Kevin R. Phelps, City Manager _____
Date: _____ City Attorney

| | | |
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5.0 BID SCHEDULE

All quoted prices offered to the City shall be firm and fixed for the specified contract period. Bidder shall submit a Per Unit Cost which shall include the price of the service, transportation costs, materials, tools, supplies, labor, equipment and any associated direct or indirect costs necessary to perform the contract.

5.1 Bid shall be for materials shredded on City property located at 6310 W Myrtle Avenue.

Enter Per Unit Cost below:

| Item # | Item Description | Recycle Container Unit | Estimated Quantity per Event | UOM | Per Unit Cost |
|--------|---|------------------------|------------------------------|------|---------------|
| 5.2.1 | Scenario 1 - City Retains Shredded Material Delivery location: Materials Recovery Facility 11480 W. Glendale Ave | 95 Gallon Bin | 100 - 200 | Each | |
| 5.2.2 | ** Scenario 2 - Contractor Retains Shredded Material | 95 Gallon Bin | 100 - 200 | Each | |

**** Scenario 2** - Contractor shall provide a discounted per unit cost to retain shredded material.

5.2 Scenario 2 – Contractor shall provide an estimated turnaround time it takes to deliver shredded material from 6310 W Myrtle Avenue to a recycle facility typically used by your firm, and return to City location to continue services on the day of event.

(Less-than 1 hour) (Between 1 & 2 hours) (Between 2 &3 hours) (Other) _____

5.3 Contractor must provide certificate of destruction. Is your company bonded and fully insured?

Yes No

5.4 PROCUREMENT CARD ORDERING CAPABILITY. Please check appropriate box.

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

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

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

Company Name: _____

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5.6 What year was your company started? _____

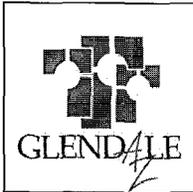
5.7 Is your company licensed and/or certified to provide secured on-site mobile shredding services as required by any and all applicable Federal and State law(s)?

YES NO

5.8 List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.

5.9 How many customers has your company provided secured on-site shredding services in the past two (2) years?

Company Name: _____



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EXHIBIT A – CERTIFICATE OF DESTRUCTION FORM

Contractor Name _____

Date: _____, 20__

Certificate of Destruction

Certification Code: _____

We certify that the materials received from the City of Glendale, Arizona, have been confidentially handled and destroyed by _____, (Secure Document Destruction Provider) and that the destroyed material will be recycled.

On-Site document shredding performed on Date: _____, 20__

Documents Description

City of Glendale Secured Document Shredding Event, numerous departments shredding various types of documents: Accounts payable/receivable, training documents, research data and reports, employee records or other employee type information along with general office correspondence.

Certified by: _____ Date: _____

Address: _____



1.0 SPECIFICATIONS

1.1 INTRODUCTION

ASDD understands that the City of Glendale (City) is seeking a competent, experienced and qualified contractor to provide secure document shredding services for the collection and shredding of paper containing confidential or personal information from various City Departments.

ASDD is prepared to serve the City of Glendale at multiple annual events as needed. Our services for each event can be based on the following scenarios:

1.1.1 Scenario 1: The City Retains Shredded Material: ASDD provides document shredding services for materials shredded on City property located at Glendale at 6310 W Myrtle Avenue and delivered to another City site located approximately 7 miles in distance at the Material Recycling Facility (11400 W. Glendale Ave.)

1.1.2 Scenario 2: ASDD Retains the Shredded Material: ASDD will provide document shredding services on City property located at Glendale at 6310 W Myrtle Avenue and ASDD will keep the paper pulp to dispose of securely at our facility at 225 West Lodge Drive, Tempe, Arizona 85283.

1.2 MINIMUM REQUIREMENTS

1.2.1 ASDD is prepared to provide shredding services for up to an estimated 100-150 recycle cans (provided by The City) full of paper documents. Each can is sized at 95-gallons.

1.2.2 ASDD's truck is capable of lifting & dumping 95-gallon recycle cans and more

1.2.3 We will be able to provide the City with the weight of each load of shredded paper using a certified scale

1.2.4 ASDD will work the event until all the recycle cans are empty, even if this takes as many as 5 days

1.2.5 Our drivers and employees will work during the hours of 8:00am-5:00pm (or until truck is full);

1.2.6 The location of the shredding event will take place in Glendale at 6310 W Myrtle Ave (on city property);

1.2.7 Size of shredded material will be no larger than the size of a quarter coin;

1.2.8 Upon completion of shredding event, ASDD's driver will sign the attached (Exhibit A) certificate of destruction form;

1.2.9 ASDD will include all materials, tools, supplies, labor and equipment necessary to provide the shredding event services except for the 95-gallon cans provided by The City, and

1.2.10 ASDD will ensure that shredding material remains secured from the moment of retrieval from the City until destruction is accomplished;

1.2.11 We will provide all equipment, materials, tools, supplies, skills, labor, and supervision necessary to perform the tasks as specified.

2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF BID: ASDD is providing one (1) original hard copy and one (1) email copy to CSchneider@glendaleaz.com. The original bid is one-sided and the sections of the submittal are clearly identifiable and follow the instructions noted in the preparation of bid package section of this Invitation for



Information”, acknowledge and agree that the City will have no obligation to advocate for non-disclosure in any forum or any liability to us in the event that the City must legally disclose the Proprietary Information.

2.8 INQUIRIES: Any question related to this solicitation will be directed to the Contract Analyst whose name appears above. ASDD will not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. ASDD will submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions will be identified as such; otherwise we understand that it may not be opened until after the official Bid due date and time. It is clear that oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.9 ADDITIONAL INFORMATION: ASDD encourages The City to secure additional information from us as it deems necessary to establish our competence and financial stability.

2.10 PRIOR EXPERIENCE: ASDD’s experiences with the City and with any entities that evaluation committee members represent and who are not specifically mentioned in the solicitation response, may be taken into consideration when evaluating Bids. ASDD currently provides shredding services for the City of Mesa, and for the State of Arizona.

2.11 EVALUATION LITERATURE ASDD knows that any Bids submitted for products considered by the us to be equal to or better than the brand names or manufacturer’s catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City’s use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.12 WITHDRAWAL OF BID: We acknowledge that at any time prior to the specified solicitation due date and time, ASDD may formally withdraw the bid by a written letter, facsimile or electronic mail from our Sales Manager, Ryan Shin. We will not make a withdrawal by telephone.

2.13 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS: ASDD is aware that The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. We will not contact any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. We know that contact includes both direct and indirect contact by us, our employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest period (whichever is later) ASDD, directly or indirectly through others, is restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. We know This provision will not prohibit us from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later. Violation of this provision will cause our bid to be found in violation and to be rejected.

2.14 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: ASDD acknowledges that information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City’s Materials Management Internet home page: www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.



ASDD sales personnel will visit: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for any information and instructions on how to file a protest with the City of Glendale.

2.15 CONFLICT OF INTEREST: ASDD is prepared to disclose any and all possible conflicts of interest if any senior or managing personnel of ASDD have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. We know that providing such disclosure will not necessarily disqualify us from providing a proposal or bid, and that failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract. However, at this time, ASDD does not have any conflicts of interest with The City concerning this Bid.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE: This Technical Response to IFB 16-38 is in compliance with the requirement that all responses will incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. We have collected the Standard Terms and Conditions applicable to this solicitation from the internet and have incorporated them into this Technical Response under Exhibit B. ASDD has read and understands the Standard Terms and Conditions for Invitations for Bids as well as the General Instructions and Conditions.

3.2 PUBLIC RECORD ASDD acknowledges that the City is a public agency and must comply with all Public Records laws. Our submittal will become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

ASDD understands that if we believe that a specific section of its response is confidential, that section should be withheld from the public record. ASDD will isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response and will include a written statement as to the basis for considering the marked pages "confidential", including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify us of the request and if we claim such documents are confidential, it will be ASDD's responsibility, including any costs, to take appropriate action to protect our documents. However, at this time there is nothing in this Bid that needs to be withheld from Public Record.

3.3 COOPERATIVE USE OF CONTRACT: We understand that this agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of ASDD and City.

3.4 PRICE & PRICE ADJUSTMENTS: ASDD assures The City that all prices quoted will be firm and fixed for the initial contract period. Price adjustments will be addressed a minimum of sixty (60) days prior to the contract renewal date, will be in writing and include supportive justification for the proposed increase. The rate increase will only be considered at time of contract extension. The City will review the request and will determine if the increase will be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.5 DELIVERY: All deliveries will be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.



City of Glendale
Onsite Shredding Services
Solicitation No. IFB 16-38

3.6 DELIVERY TIME ASDD assures the City of Glendale that all deliveries will be made within 45 days upon receipt of written notification from the City. All deliveries will be made within City of Glendale office hours, Monday through Friday, excluding holidays.

3.7 TERM OF AGREEMENT: We acknowledge that the term of this agreement will be for a one (1) year initial period.

3.8 OPTION TO EXTEND The City, may, at its option, and upon mutual agreement with ASDD, extend the term of this agreement for an additional three (3) years. We will be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.9 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes will be documented by formal amendment to the contract.

3.10 KEY PERSONNEL ASDD will assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel will not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, ASDD will submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City will amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, ASDD will immediately notify the Contract Administrator or Designee.

3.11 INSURANCE: ASDD, performing as an independent contractor hereunder, will be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City will have no responsibility of liability for such insurance coverage.

ASDD will provide to the City a copy of the policy or a certification by our insurance carrier, showing ASDD has in effect during the term of this contract, a General Liability Insurance policy, which will be the primary coverage for ASDD activities under this contract. The coverage limits of such insurance will meet or exceed the requirements of this contract.

The insurance company issuing the policy required has an AM Best financial rating of A+ and is authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy will name the City of Glendale as an additional insured and will be primary and non-contributory coverage. The City will also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract. The City reserves the right to terminate any ASDD agreement if ASDD fails to maintain such insurance coverage.

ASDD will provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification will include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certification will be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

ASDD is in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23 Chapter 6) Revised Statutes as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. ASDD will secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

ASDD further agrees that we will require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons

February 16, 2016



employed directly or indirectly by ASDD, or any of our subcontractors, will be considered the employees of ASDD, or our subcontractor(s), and not the employees of the City.

3.13 INDEMNIFICATION CLAUSE:

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

3.14 EMERGENCY BUSINESS SERVICES:

During a natural disaster, or homeland security event, there may be a need for the City to access our business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from ASDD. It is critical to the City that our emergency contact information remains current. The Materials Management staff member, identified on page 1, will be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. ASDD may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card.

3.15 CONTRACT CANCELLATION:

The City reserves the right to cancel the whole or any part of the contract due to failure of ASDD to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to ASDD for acting or failing to act as in any of the following:

- ASDD provides personnel that do not meet the requirements of the contract.
- ASDD fails to perform adequately the services required in the contract.
- ASDD attempts to impose on the City, personnel, which are of an unacceptable quality.
- ASDD fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- ASDD fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that ASDD will not or cannot perform to the requirements of the contract.



If ASDD does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

Cancel the contract;

Reserve all rights or claims to damage for breach of any covenants of the contract;

Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing will be borne by ASDD;

In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from ASDD by:

Deduction from an unpaid balance;

Any combination of the above or any other remedies as provided by law.

3.16 WARRANTIES: ASDD warrants that all materials, service, or construction delivered under this contract will conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification will be fully corrected by ASDD (including labor and materials) without additional cost to the City.

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

3.18 CERTIFICATION: By signature on the Offer/Bid or Conditional Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, ASDD certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. ASDD will not discriminate against any employee or applicant for employment in violation of Federal or State law. ASDD has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. ASDD hereby certifies that the individual signing the submittal is an authorized agent for ASDD and has the authority to bind ASDD to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

Exhibit A

| | | |
|---|--|--|
|  <p>GLENDALÉ</p> | <p>SOLICITATION NUMBER: IFB 16-38</p> <p>ONSITE SHREDDING SERVICES</p> | <p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|---|--|--|

ASDD

Date: _____, 20__

Certificate of Destruction

Certification Code: _____

We certify that the materials received from the City of Glendale, Arizona, have been confidentially handled and destroyed by ASDD and that the destroyed material will be recycled.

On-Site document shredding performed on Date: _____, 20__

Documents Description

City of Glendale Secured Document Shredding Event, numerous departments shredding various types of documents: Accounts payable/receivable, training documents, research data and reports, employee records or other employee type information along with general office correspondence.

Certified by: _____ Date: _____

Address: _____

EXHIBIT B
ONSITE SHREDDING SERVICES IFB 16-38
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

| | | | |
|---|------------------------|-----|---------------|
| Scenario 1 - City Retains Shredded Material | Recycle Container Unit | UOM | Per Unit Cost |
| | 95 Gallon Bin | EA | \$ 5.00 |
| Scenario 2 - Contractor Retains Shredded Material | 95 Gallon Bin | EA | \$ 3.00. |

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 \$40,000.

DETAILED PROJECT COMPENSATION

Prices offered to the City are firm and fixed for the specified contract period. SEE EXHIBIT B-1 for details.

| | | |
|--|---|--|
|  | SOLUTION NUMBER: IFB 16-38 ONSITE SHREDDING SERVICES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|--|---|--|

EXhibit B1

5.0 BID SCHEDULE

All quoted prices offered to the City shall be firm and fixed for the specified contract period. Bidder shall submit a Per Unit Cost which shall include the price of the service, transportation costs, materials, tools, supplies, labor, equipment and any associated direct or indirect costs necessary to perform the contract.

5.1 Bid shall be for materials shredded on City property located at 6310 W Myrtle Avenue.

Enter Per Unit Cost below:

| Item # | Item Description | Recycle Container Unit | Estimated Quantity per Event | UOM | Per Unit Cost |
|--------|---|------------------------|------------------------------|------|---------------|
| 5.2.1 | Scenario 1 - City Retains Shredded Material Delivery location: Materials Recovery Facility 11480 W. Glendale Ave | 95 Gallon Bin | 100 - 200 | Each | \$ 5 |
| 5.2.2 | ** Scenario 2 - Contractor Retains Shredded Material | 95 Gallon Bin | 100 - 200 | Each | \$ 3 |

** **Scenario 2** - Contractor shall provide a discounted per unit cost to retain shredded material.

5.2 Scenario 2 - Contractor shall provide an estimated turnaround time it takes to deliver shredded material from 6310 W Myrtle Avenue to a recycle facility typically used by your firm, and return to City location to continue services on the day of event.

(Less-than 1 hour) (Between 1 & 2 hours) (Between 2 & 3 hours) (Other) _____

5.3 Contractor must provide certificate of destruction. Is your company bonded and fully insured?

Yes No

5.4 PROCUREMENT CARD ORDERING CAPABILITY. Please check appropriate box.

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

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

5.5 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO If your answer is NO, please state terms offered:

Company Name: ASDD DOCUMENT DESTRUCTION

| | | |
|---|--|---|
|  <p>GLENDALÉ</p> | <p>SOLICITATION NUMBER: IFB 16-38</p> <p>ONSITE SHREDDING SERVICES</p> | <p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|---|--|---|

Exhibit B1

5.6 What year was your company started? 2004

5.7 Is your company licensed and/or certified to provide secured on-site mobile shredding services as required by any and all applicable Federal and State law(s)?

YES NO

5.8 List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.

National Association of INFORMATION DESTRUCTION (NAID) AAA

5.9 How many customers has your company provided secured on-site shredding services in the past two (2) years?

128

Company Name: ASDD Document Destruction

EXHIBIT C
ONSITE SHREDDING 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.