

CITY OF GLENDALE

REQUEST FOR PROPOSAL

SOLICITATION NUMBER:

RFP 19-42

TITLE:

CITY ZONING CODE REWRITE SERVICES

PRE-OFFER CONFERENCE:

March 28, 2019, 10:00 AM Local Time
Glendale City Hall
5850 W. Glendale Avenue, 3rd Floor Conference Room 3A
Glendale, AZ 85301

DUE DATE:

APRIL 8, 2019, 2:00 PM Local Time

SUBMITTAL LOCATION:

Glendale City Hall - Procurement Division
5850 W. Glendale Avenue, Suite 317, 3rd Floor, Engineering Service Counter
Glendale, AZ 85301

The City of Glendale, Arizona ("the City"), is soliciting Requests for Proposals from qualified vendors to establish a term contract for City Zoning Code Rewriting Services.

The complete solicitation document is available for downloading from the City of Glendale on March 14, 2019 internet page at: <https://www.glendaleaz.com/purchasing>, select Bid Opportunities from quick links.

Also, please make sure that you are registered with the City of Glendale's Vendor Self Service website. All future bids will be available ONLY through Vendor Self Service. To register follow this link <https://www.glendaleaz.com/purchasing/VendorRegistration.cfm>.

Please direct inquiries regarding this solicitation to:

Elmer Garcia, Contract Analyst

Email: egarcia1@glendaleaz.com

Disclaimer: *While the City intends to notify all its registered vendors, email transmission cannot be guaranteed to be timely, secure or error-free, as communication may be interrupted by website or internet problems or prevented by Vendor firewall, spam blocker or filter. The City, therefore, does not accept any liability for damages caused by any filtered, lost or deleted emails.*



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 19-42

TITLE: CITY ZONING CODE REWRITE SERVICES

PUBLISHED DATE: MARCH 14, 2019

PRE-OFFER CONFERENCE: **MARCH 28, 2019, 10:00 AM Local Time**
Glendale City Hall, 5850 W. Glendale Avenue, 3rd Floor,
Conference Room 3A, Glendale, Arizona 85301
Attendance is NOT required but strongly encouraged.

OFFER DUE: **APRIL 8, 2019, 2:00 PM Local Time**
Glendale City Hall, 5850 W. Glendale Avenue, Suite 317, 3rd
Floor, Engineering Service Counter, Glendale, Arizona 85301

***NOTE:** This is a sealed proposal process requiring proposals to be delivered before the date/time shown above. All proposals will be date/time stamped upon receipt.*

SUBMITTAL HOURS: 8:00 AM TO 5:00 PM Local Time
Monday through Friday (except observed holidays)

CONTACT: Elmer Garcia, Contract Analyst
Procurement Division
623-930-2866
egarcia1@glendaleaz.com

Proposals shall be opened publicly at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION



SOLICITATION ADDENDUM

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Solicitation Number: **RFP 19-42 Addendum No. 1** Page 1 of 1
Solicitation Due Date: April 8, 2019 2:00 P.M. (Local Time)

RFP 19-42
CITY ZONING CODE REWRITE SERVICES
ADDENDUM NO. 1

Due to scheduling changes, Request for Proposal No. 19-42 is revised as follows:

- 1. The **PRE-OFFER CONFERENCE** has been changed to:

MARCH 28, 2019, 2:00 PM LOCAL TIME at the Glendale City Hall, 5850 W. Glendale Avenue, 3rd Floor Conference Room 3A, Glendale, Arizona 35301.
Attendance is NOT required but strongly encouraged.

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

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Exhibits Package

- EXHIBIT 1: Special Notices
- EXHIBIT 2: Special Terms and Conditions
- EXHIBIT 3: Insurance Requirements
- EXHIBIT 4: Sample Template Agreement

Fillable Forms

- Cover Sheet
- Offer Sheet
- Required Responses
- Pricing Workbook /Price Sheet

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1.0 INTRODUCTION AND BACKGROUND


- 1.1 The City of Glendale, AZ (the “City”) is soliciting Requests for Proposals from qualified vendors to establish a term contract for City Zoning Code Rewriting Services.
- 1.2 Glendale is a thriving and growing city located in the Phoenix metropolitan area, nine miles northwest of downtown Phoenix. Within the metropolitan area, Glendale is located in the west valley area, an area characterized by flat desert landscapes with outlying mountain ranges surrounding the area. According to 2014 US Census population estimates, Glendale is the sixth largest city in Arizona, and the fifth largest in the Phoenix Metropolitan area in terms of population, with an estimated 237,517 people.
- 1.3 Glendale is bordered by the City of Phoenix to the north, south, and east; the City of Peoria to the north and west; and unincorporated Maricopa County to the west. Glendale Municipal Planning Area (MPA) boundaries located to the west of the city extend Glendale borders to those of the City of El Mirage and Surprise to the north and the City of Goodyear and Litchfield Park to the south.
- 1.4 The current area encompassed by the city limits is approximately 60 square miles. While the eastern side of the city is entirely within the city limits, the city limits become more irregular west of 115th Avenue. Between 75th Avenue and El Mirage Road, a number of unincorporated "islands" exist. Moving farther west, several large incorporated areas are linked to the city via roadways that are within the city limits. The Glendale MPA encompasses the city limits of Glendale, as well as the unincorporated county land that serves as the available annexation boundaries for the City. The Glendale MPA roughly extends west to Perryville Road, north to Peoria Avenue and Pinnacle Peak Road, south to Camelback Road, and east to 43rd Avenue.
- 1.5 Existing land use in the City of Glendale and the MPA is characterized by low rise commercial and industrial buildings (one or two stories), single family residential, and Luke Air Force Base surrounded by agricultural land and natural resource areas. The majority of Glendale's commercial and industrial development lies adjacent to primary thoroughfares such as Glendale Avenue, Loop 101, and Grand Avenue. Residential development is spread throughout the city in established neighborhoods.

2.0 CITY MISSION, VISION AND VALUES

All work will be performed through the understanding and adherence to the City of Glendale’s Mission, Vision and Values as listed in Appendix A.

3.0 OVERVIEWS

3.1 PROJECT OVERVIEW

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A. Purpose


The City of Glendale is preparing to update its current zoning regulations to create a user-friendly, integrated, municipal zoning code that embraces best zoning and land use regulation practices including unified codification of regulations which are clear and succinct.

The work program involves a comprehensive analysis of the City of Glendale Zoning Code (adopted in 1993), pertinent chapters of the City's Municipal Code, and all amendments adopted by the City for the purpose of updating, restructuring and redrafting of a Unified Development Code.

The analysis will be followed by the drafting of a revised and reformatted zoning code inclusive of updated administrative procedures, revised zoning districts, detailed regulations, an updated electronic zoning map integrated with the City's GIS maps, and the identification of areas within the City where alternative land use regulation approaches may be contemplated. A public participation plan must be included which provides for strategic input at various milestones throughout the project and shall include an explanation of timing and techniques to reach various Zoning Code users and City constituencies.

Public and user input, the City's Strategic Plan, City officials, and the voter-approved Glendale General Plan have indicated that the updated zoning code should embrace the following key objectives:


1. It must be comprehensive, and address the following:
 - a. Identification and solutions to zoning code-related barriers to desirable development;
 - b. Incorporate zoning and land use regulation best practices as currently recognized by APA, ULI and AICP;
 - c. Support economic development and enable the retention and expansion of existing businesses, and promote new markets, services, entertainment and job growth;
 - d. Mitigate impacts between conflicting activities and land uses and the identification of undesirable or prohibited land use activities;
 - e. Recognize and build upon community character in terms of land use, density, design of the public realm, building design and preservation of heritage resources;
 - f. Include 'business friendly' provisions, remove existing provisions seen as obstacles to the successful operation of business in the community including sign regulations;

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- g. Promote housing choices, affordability, a balance of jobs and housing and access to goods and services;
 - h. Promote sustainable and low-impact development practices;
 - i. Provide for safety and security with relation to natural and man-made disasters and crime mitigation and to include Crime Prevention Through Environmental Design (CPTED) principles when appropriate;
2. It must be user-friendly and artfully and intelligently integrate text, tables, graphics and related material.
 3. It must be progressive, drawing upon the useful features of other codes already proven and in use in the areas of design, coding, procedures, incentives, etc.
 4. It must be web-friendly and easily accessed and indexed so internet users can readily obtain needed information.
 5. It must be tailored to local climate, history and culture.
 6. It must further the implementation of the City's voter-approved General Plan.

3.2 OVERVIEW OF THE GENERAL PLAN

- 3.2.1 As a long-range, comprehensive expression for Glendale's future vision, Envision Glendale 2040 provides specific focus through the statement of goals and policies guiding public and private decisions and investments related to growth and development. The General Plan provides guidance to citizens regarding the physical development of the community, while giving property owners and developers a clear expectation of policy directions affecting physical development. The General Plan is also a guide to city management, city departments, the Planning Commission, and City Council.
- 3.2.2 Citizens of Glendale are aware that their community is growing quickly, public services and facilities are working to keep up. The City has established its roles as a West Valley activity hub and as a sports and entertainment center. Further, retaining small town attributes of friendliness, respect for community heritage, neighborhood character, family-friendly community, safe neighborhoods and traditional civic events are important to most residents.
- 3.2.3 The Zoning Code is a primary implementation tool of every city's General Plan. The updated Zoning Code must be consistent with the voter-approved General Plan. More

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importantly, any inconsistencies between the General Plan and existing Zoning Code should be identified and resolved by the Code update.

3.3 OVERVIEW OF THE GLENDALE ZONING CODE

3.3.1 The City of Glendale's Zoning Code, which was adopted by mandate from the state, includes Euclidian or conventional zoning provisions that date back to the 1960s. The most recent version of the code (from 1993) has been amended numerous times to resolve conflicts, add new provisions and to ensure consistency with Arizona Revised Statutes. Portions of the code (such as the sign code and off-street parking requirements) may need to be entirely re-written. Various other portions of the Municipal Code (such as the Landscape, Subdivision procedures and Outdoor Lighting) may be more appropriately housed in a Unified Zoning Ordinance or Development Code. The existing zoning code is also hard to review and lacks tabbing and sectional references. There are virtually no graphic elements or charts that would simplify referencing needs.

3.4 OVERVIEW OF THE ARIZONA REVISED STATUTES


3.4.1 The enabling legislation for Arizona towns and cities zoning is established in Arizona Revised Statutes Title 9, Cities and Towns. In November 2006, Arizona voters approved Proposition 207 that has now been incorporated into the Arizona statutes in Sections 12.1131-12.1138. The Planning Division, through continued education, understands the possible implications of these statutes as they apply to the updating of zoning districts, rezoning of property and the possible amendment of existing development standards.

4.0 SCOPE OF WORK

4.1 The City of Glendale will produce an innovative and integrated Zoning Code by expanding upon, modifying and deleting from the existing document as necessary within the restrictions of applicable State law. The City is seeking a consultant with Arizona and national zoning experience to complete the process of rewriting the Zoning Code. City Management, the Economic Development Department, and Development Services Department support an approach that will lead to creation of an innovative, integrated and user-friendly City Zoning Code.


The revised Code shall accomplish all of the following objectives:

4.1.1 **An Analysis of Zoning in Glendale:** Analyze the zoning districts currently established in the Zoning Code and make recommendations on a manageable number of districts with appropriate uses for a city with the size and socio-economic characteristics of Glendale. This may involve the removal of certain zoning districts or the combination

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of similar zoning districts where possible. Combining districts, however, is complicated by the need to also consider how the former. Euclidian provisions of the established zoning districts will be merged with the performance-based standards of the new districts, especially given the implications of ARS 12.1132 -12.1138 (Proposition 207).


- 4.1.2 **Code Inconsistencies:** The Zoning Code and the General Plan are not always consistent, and some policies of the General Plan are not implemented by the Zoning Code. The code itself should be more consistent in terms of processes and requirements; and separates out uses that are inconsistent with one another. Th code should also feature zoning nomenclature that is consistent with other municipalities.
- 4.1.3 **Generalities:** Many sections of the Zoning Code are very general in nature and do not allow the code to be implemented correctly. Is consistent with the adopted General Plan, coordinated with the General Plan, reactive to the General Plan's directives and cognizant of anticipated amendments to the General Plan, including annexation.
- 4.1.4 **Conflicting Interpretations:** The Zoning Code can be difficult to use and interpret, especially as it pertains to Euclidian Zoning, Conditional Use Permits, Temporary Use Permits, and Variances etc.
- 4.1.5 **Incompatible Uses:** Some provisions of the zoning districts allow uses that are incompatible with one another and could cause hardships and detrimental effects on surrounding properties.
- 4.1.6 **Code Referencing and Integration:** Numerous amendments over the years have led to a disjointed code with a lack of internal and external cross-references. The Zoning Code also needs to be better integrated into the Municipal Code. Sections should be easy to excerpt as needed; and feature headers and footers with section numbers and revision dates.
- 4.1.7 **Unified Code Integration, Organization and Format:** Provide recommendation for potential unified code system; reorganization and reformatting of the current Zoning Code; retaining certain working sections as necessary and proposing new sections where needed. For example, the definitions should be placed either at the end of the document or at the beginning, but not located throughout the document. Similarly, required procedures and development standards should be placed logically within the document such that they are represented in a cohesive fashion which is also easy to reference. Tables for development standards and procedural flow charts should be incorporated used frequently.
- 4.1.8 **Comprehension:** The Code should be easy to read and understand (simple language); even includes a section on "How to Use."

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- 4.1.9 **Outdated Land Use Philosophies:** Most of the code is at least 30 years old, and some sections are even older. The code requires modernization, codification and improvement. The Zoning Code in its current format segregates land uses and illustrates a general lack of relevance. It fails to address new market directions and emerging trends within the planning profession and development community, such as Smart Growth and the promotion of modern mixed-use and sustainable development concepts.
- 4.1.10 **Any Necessary Re-Management of Zoning Districts:** In Glendale, some of developable property within our City limits has an approved Planned Area Development (PAD) zoning overlay. The PAD/Master Planned Development Overlays have to be retained as a part of the zoning code update process. Other areas of the City utilizing "conventional zoning" could be renamed or rezoned to allow for the least restrictive use according to the current zoning designation of the property.
- 4.1.11 **Adds Missing Sections:** The current ordinance offers no Landscape Code and is in need of a better PAD code and Special Development Standards, especially with regard to building height. The PAD code should be improved to include a preliminary and final PAD process which results in fewer delays.
- 4.1.12 **Improved Graphics:** Includes an extensive use of graphics, tables and process flowcharts to illustrate key points and minimize the amount of text; and topographic style which is easy to follow and reference.
- 4.1.13 **Formatting and Use-ability:** The new zoning code is to be formatted for ease of use and should rely heavily on graphics, diagrams and explanatory text to convey the intent of regulatory language. The zoning code must be formatted to provide flexibility to make future updates easier. Making the digital version of the document as interactive as possible, such as through the use of anchor hyperlinks in the Table of Contents, is highly desired.
- 4.1.14 **Flexibility:** A code that is easily expanded and amended in the future to respond to changing market and socio-economic conditions.

5.0 PROCESS AND DELIVERABLES

This section provides a conceptual vision of how the Zoning Code may be restructured and redrafted. Additional innovative ideas and solutions from the property owners, elected officials, city staff and citizens are to be encouraged. The following suggestions are not meant to be all-inclusive, but are a guide for the consultant to use in developing an overall plan for the implementation of the Zoning Code rewrite. The City Management staff, Council and P&Z

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Commission have the opportunity to distinguish themselves through the articulation of deliverables in this, and subsequent deliverables in this proposal.

It is anticipated that the scope of work for this project will be completed in four (4) phases over the course of a 14-month timeframe, including a 30-day internal review; and a 30-day external review. Once the outreach and comment period closes, recommended changes should be incorporated into a final document and another combined 30-day internal and external review period will be conducted. Ultimate acceptance of the final ordinance by the P&Z Commission and City Council is anticipated by Spring of 2020.

Although anticipated to be executed by the same consultant as Phase 1, the City reserves the right to evaluate performance and work product resulting from Phase 1 before making a final determination to continue with the same project team to undertake Phases 2-4 of the work.

5.1 WORK TASKS

PHASE 1: INITIAL TASKS-ASSESSMENT AND PUBLIC OUTREACH


The first phase includes all preparation for this project, a rollout of project kick-off activities (including separate sessions for management, users and public). This phase shall also include the collection of community input; as well as evaluation of the existing document and all regulations.

A. ASSESSMENT AND STRATEGY

The consultant shall undertake a thorough review of the Glendale Zoning Code and its recent amendments and provide recommendations as to how it can best be rewritten, restructured, codified and improved. Review shall consider General Plan and any work completed or contemplated thus far on proposed amendments to the General Plan to ensure that the Zoning Code implements its vision, goals, objectives and policies; and other policies and initiatives that will have an impact on the Zoning Code rewrite, including the City of Glendale Subdivision Ordinance; Glendale City Code; Redevelopment District (Heritage District) Area Plan; City Council Strategic Plan; and amendments to the Zoning Code sign provisions rewrite, parking ordinance rewrite, citizen participation rewrite, Subdivision Code, etc.

Subsequent to the review, the following deliverables shall be submitted to City staff:

1. **Matrix/Hierarchy of Amendments:** The consultant will provide a matrix of the zoning ordinance regulations and commentary regarding each, highlighting those in need of revision. The matrix shall also identify each revision as either Policy level, Major or Minor in scope.

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2. **Code Users:** Consultant shall prepare a list of specific stakeholders intended to review related groups of code revisions.

3. **Best Zoning Practices:** A recommendation of the zoning method(s) best suited to the needs of the City with an emphasis placed upon integration of Euclidian and any combination of performance-based zoning, incentive-based zoning and incorporation of smart growth principles. Recommendations shall also highlight existing ordinance language that is no longer relevant or responsive to current development and market needs or the City's goals and desires.


4. **Method for Review:** A summary of how the consultant would prefer to present the completed work product to the City and others for review. For example, an overview of how many drafts should be submitted to City staff for review, stages in the process when reviews should take place, an overview of how critical departments will be engaged sufficiently in the process (planning, legal, economic development), and the number and timing of public hearing presentations with the Planning Commission and City Council.

5. **Method for Re-Write:** A recommendation on how to proceed with a comprehensive rewrite of the Zoning Code as an innovative, integrated, user-friendly zoning code. Method should also address:
 - a. The recommended process for successful adoption and an implementation plan for the new zoning ordinance, including all the needed restructuring of the current code, retaining, amending or discarding sections of the code as necessary, and proposing new sections where needed to improve its clarity and user-friendliness.

 - b. An outline of the steps for a legally sound implementation procedure which addresses topics such as zoning/vesting rights, nonconforming uses, nonconforming developments, appeals processes, etc..especially with respect to the application of ARS 12.11-32 -12.1138 (Proposition 207). It is expected that an assessment/analysis of the Zoning Code Update relative to these statutes and potential changes in land use regulations must be submitted with the Phase 1 Analysis deliverables.

 - c. Integration and coordination of the various regulatory documents/approval procedures; and, if policy amendments and land use changes are required to the General Plan, Subdivision Code, City Code or other city foundational documents as a result of the rewrite of the Zoning Code, these should be submitted in a format approved by the City.

 - d. Additional issues identified by the consultant and City staff either before or during

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the course of the work.

- e. Deliverable: Upon completion of the Phase 1 assessment and analysis of the Zoning Code, the consultant shall prepare a detailed report and provide one (1) digital copy (i.e. Adobe PDF format as well as the original format in which the document is completed in Microsoft Word) as well as seven (7) bound copies of a detailed report (printed double sided). containing at a minimum the process deliverables described above.

B. KICK OFF AND PUBLIC INVOLVEMENT

The public participation strategy will take into consideration the findings of the initial Phase 1 Zoning Code review, input from staff and other stakeholders, and information obtained at previous meetings, workshops, and interviews. Ideas for reformatting and structuring the Zoning Code, maps, renderings if applicable, and initial coding ideas that reflect stakeholder and public input will be presented and further feedback solicited. The following deliverables will be required as part of this process:

- 1. Program for Meaningful Public Process:** A recommendation on how to structure the public participation and involvement process to successfully involve the public in a meaningful and effective way, using appropriate public participation techniques. The consultant will design, submit and conduct an outreach process with selected City staff, senior City management, elected and appointed City officials, members of the development community, citizen and agency stakeholders. The consultant, with the support of designated staff, will lead workshops, public meetings or other similar outreach efforts to engage the community, identify issues and concerns , and formulate recommended solutions. The consultant will tailor the public outreach to produce the best possible Zoning Code for the City.
- 2. Roll Out Program for Kick-Off:** Although it is essential that local government officials attend this presentation along with citizens, stakeholders and technicians, there will be a separate Kick-off process for management Committee, Technical Committee and for the General public and various interest groups.
- 3. Summary of Workshops and Outreach:** Consultant will provide comprehensive summary of outreach activities including all kick-off, public and stakeholder meetings, as well as input gathered as part of those events.
- 4. Meeting Agendas and Minutes:** All meeting agendas for public involvement tasks will be forwarded for staff review and approval two weeks prior to the meeting. Consultant shall also transcribe proceedings and provide to staff within one week of the meeting.

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5. **Targeted Survey:** As part of this process the consultant shall design and conduct a targeted survey to generate input from users and customers. Format and content of the survey shall be approved by staff prior to use.
6. **Publicity/Press Releases:** The consultant is expected to work with staff on the drafting of various press releases and publicity to be released by the City associated with the process, including an initial release educating the public on the process as well as periodic updates. All publicity will be coordinated with the City of Glendale Public Affairs Office and City Management. The consultant will also be available to answer citizen and media inquiries related to the process.
7. **Project Website:** The consultant will develop, launch and maintain a project-specific website that will be used to communicate steps in the process, provide updates, collect all types of input, and share documents throughout the course of the project on a real-time basis.
8. **Other Promotional Materials:** As Public Affairs Office and City Management staff deem appropriate, the consultant will provide digital copies of materials including text, photographs, maps, renderings, and other images to the City as well for its own direct promotional needs.

PHASE 2: DRAFTING, COMMUNICATION AND ADOPTION


A. DRAFTING THE ORDINANCE

Upon completion of the Phase 1 outlined above, the consultant is to draft an innovative and integrated land use regulatory ordinance that focuses on zoning, development standards, flexibility, signage, landscaping, parking, , non-conforming uses and conditions, workforce/affordability initiatives, walkable, human scale neighborhoods, including all associated mapping products which address both the new development and redevelopment needs of the community as identified in the final report prepared for Phase 1 and as accepted by the City. This integrated land use regulatory ordinance must achieve the purpose of the Zoning Code rewrite as stated in the Scope of Work and Objectives in Section 4.0.

SUMMARY REPORTS: A Summary Report shall be provided to staff detailing proposed amendments and rationale. Policy Level amendments shall be forwarded to staff for review by the Planning Commission and City Council, as determined appropriate by the City.

Final Deliverables: Project deliverables for both the draft document and final document shall include at a minimum the following items:

- a. **Code Submittals:** One (1) digital copy (i.e. Adobe PDF format and as well as the original format in which the document is completed - Microsoft Word) as well as seven (7) bound

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copies (printed double sided) of the completed integrated zoning ordinance. The final Zoning Code should be called the City of Glendale - Zoning Code". In addition, and consistent with state law, the subdivision ordinance and/or any proposed amendments may be adopted separately from the Zoning Code if so determined by the City.

- b. Digital Zoning Map:** Provide a new zoning map for the City in a format compatible with the City’s Geographic Information System (GIS) and other electronic formats the City is using or intends to use.
- c. Zoning Map Displays:** Two (2) large-scale (minimum scale of 1:20,000) proposed zoning maps mounted on foam core and in electronic format.

B. COMUNICATIONS AND UPDATES

At a minimum the Consultant will provide to City staff a written monthly progress report which details all scope and contract-related activities since the prior reporting interval. The report will be accompanied by an updated Gant chart reflecting such activity in comparison with the projected or required work for that interval.

Monthly invoices will not be considered until these updates are received and approved.

C. ADOPTION SUPPORT

The Consultant will provide primary support through the public review and City Council adoption of the revised Zoning Code. Primary support will include but is not limited drafting of background reports, including public involvement statistics and summaries, design of powerpoint or other presentations for specific audiences: code users, general public, Planning Commission and City Council.

The Consultant shall be represented by their Project Manager at all public hearings, meetings with City Council and meetings with the City Manager’s Office. The Consultant shall be represented at all meetings where the final draft of the updated Code is presented or discussed with the public, user groups, and interest groups as identified by the City.

Additional graphics, copies and related materials to support the adoption process are the responsibility of the Consultant. The City will provide design guidance, objectives and management support in preparation of adoption materials.




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6.0 TENTATIVE SCHEDULE


ITEM	TASK	DELIVERABLE	TIMING
PHASE 1			
	Consultant Selection Process		APRIL 2019
	Establish Stakeholders per individual code sections		MAY
	Publicity and Public Involvement Program		ONGOING
	Website		MAY
	Kick-Off: City Mgt/Legal		MAY
	Kick-Off: Commission/Council		MAY/JUNE
	Kick-Off: General Public		JUNE
	Phase I Deliverables		AUG
	Potential Adoption or Approval of Phase 1 Deliverables Changes		SEPT
PHASE 2			
	INITIAL DRAFT		JAN '20
	FINAL DRAFT		APRIL '20
	COMMUNICATION AND UPDATES		ONGOING
	ADOPTION SUPPORT		ONGOING
	FINAL ADOPTION		JUNE '20
	FINAL Deliverables		JULY '20

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7.0 GENERAL REQUIREMENTS

- 7.1 Contract Term. The term of the resultant contract shall be for a one (1) year initial period.
- 7.2 Option to Extend. Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 7.3 Contract Pricing. Contractor's pricing shall be inclusive of all costs including, but not limited to, labor, salaries, employee benefits, equipment, materials, supplies, fees, licenses, travel time, mileage, insurance, warranty, profit and any associated direct or indirect costs (except sales taxes) necessary to provide the requested services.

The City shall not be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.
- 7.4 Price Changes. Contractors may submit a request for price adjustments 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price adjustment. The requested price adjustment shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the services and or products provided to the City. The City shall determine whether the requested price change or an alternate option, is in the best interest of the City.
- 7.5 Quantities. Quantities listed in the resultant contract are best estimates only and based on the City's ongoing need. No quantity is implied or guaranteed by the City.
- 7.6 Availability. The City has an ongoing requirement for the services indicated in this contract. The Contractor shall ensure their service availability when requested by the City.
- 7.7 Services covered. The Contractor services shall include all labor, materials, tools, equipment, customer support service, etc. in the performance of this contract.
- 7.8 Changes to Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to services within the scope of work as may be deemed necessary to best serve the needs of the City.
- 7.9 Customer Service. The Contractor should be capable of providing customer support during the City of Glendale's normal business hours (7:00am to 5:00pm Mountain Standard Time) Monday through Friday.

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- 7.10 Contractor Performance Deficiency. When Contractor is notified of a performance or quality deficiency, the Contractor shall have 48 hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance or quality. Failure to correct unacceptable service the specified time frame may result in reduction of payment or non-payment for service. If the Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever is deemed in the best interest of the City (e.g. with City personnel or by separate contract, and the cost of such actions deducted from the Contractor’s monthly invoice).

- 7.11 Compliance with laws. Contractor shall provide all services in compliance with City policies, federal and state laws.

- 7.12 Compliance with City requirements. Contractor shall adhere to City requirements of confidentiality, professional conduct and training qualifications.

- 7.13 Permits and Licenses. The Contractor, at his expense, shall acquire all necessary licenses and permits relating to the services described in this contract. Contractor shall maintain, in current status, Federal, State, and Local licenses and permits required for the operation of the business conducted by the contractor. License and permit fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.


- 7.14 Subcontractors. Contractor may use licensed sub-contractors in the performance of this contract. When subcontractors are involved, subcontractors shall be subject to the same terms and conditions as the Contractor.

- 7.15 As Needed. These services shall be provided on an “as-needed” basis, Monday through Friday, excluding holidays.

- 7.16 Warranty. All service shall be guaranteed for a period of one (1) year after sign-off and acceptance by the City. All work performed by the Contractor and/or his subcontractor(s) pursuant to this agreement shall meet the highest industry standards and shall be performed by trained and experienced staff. The Contractor further guarantees the delivered services conforms to the Scope of Work requirements.

- 7.17 Safety Standards. The Contractor shall adhere to all applicable OSHA, industry and local government safety procedures, rules and regulations relating to the performance of this contract.

- 7.18 Emergency Business Services. During an emergency, natural disaster or homeland security event, there may be a need for the City to contact the Contractor’s business for services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions.

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7.19 Post Award Meeting. After contract award, the City, at its option, may require the awarded Contractor to attend a post award meeting to discuss mutual roles and responsibilities in order to ensure the contractual understanding between both parties.

8.0 FEES/INVOICING


8.1 Contractor shall bill the City of Glendale for services performed based on contracted pricing. No additional fees, trip charges or fuel surcharges shall be charged to the City.

8.2 Invoices shall be directed to the appropriate department for work performed for the City. The invoice shall include the name and department from which the request originated. Failure to include the following contact information may hold up payment and the invoice may be returned to the Contractor for correction:

- Invoice number
- Invoice date
- Date service(s) performed
- Name of City staff member placing request
- Itemized list of services rendered

9.0 PRIMARY CONTACTS

The City of Glendale Development Services Department manager or his designee will oversee the Contractor(s) performance of this contract.

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HOW WE CHOOSE

SCORING RESPONSES: The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 40% Firm’s Qualifications & Experience
- 40% Project Approach
- 20% Price Proposal

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

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.

EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.


ADDITIONAL INVESTIGATIONS: City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

EXCEPTIONS TO RFP SCOPE OF WORK, TERMS AND CONDITIONS

Offerors are expected to conform to the RFP terms and conditions and requirements. Offerors may list their exceptions to the solicitation by referencing the specific section and paragraph, subsection number or other identifier. For each exception, Offerors should quote the statement(s) to which they are taking an exception for reference during bid evaluation. The City has NO obligation to accept any exception.

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Exceptions to City statutory requirements shall **NOT** be considered. Exceptions considered material, excessive or affecting vital terms, conditions or specifications may reduce the Offeror’s prospect for award and/or render their offer non-responsive.

Offeror’s Standard Terms and Conditions submitted with their offer will **NOT** be accepted by the City in lieu of the City’s Terms and Conditions for contracts. Offerors submitting their own Standard Terms and Conditions with their bid will require negotiation.

If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.


NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted online at www.glendaleaz.com/purchasing and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analysis immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm>

WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal in writing by letter, facsimile, or electronic mail at any time prior to the specified solicitation due date and time. Withdraw notices must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

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

COMPETITIVE NEGOTIATIONS: City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City’s best interest to do so.

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


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

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

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

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

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SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable “RESPONSE WORKBOOK” attachment and submit as their proposal.

Offerors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

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

Checklist For Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
COMPLETED REQUIRED RESPONSES (Response Workbook) Firm’s Qualifications and Experience Project Approach Addendum Responses (if applicable)	
COMPLETED PRICE SHEET	
Return Of Offer	
Six (6) hard copies of all “SUBMISSION REQUIREMENTS” listed above.	
Electronic file: <ul style="list-style-type: none"> • Must be submitted on a flash drive • Must contain only one electronic file that includes all proposal elements 	
Hard Copies and Electronic file are submitted in a sealed package that is clearly labeled with the following: <ul style="list-style-type: none"> • Solicitation number • Solicitation title • Offeror Name/Address 	

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SUBMISSION REQUIREMENTS


The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES (see RESPONSE WORKBOOK).

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words “Proprietary Information.” Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICE SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

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APPENDIX A: Glendale Mission, Vision, Values

MISSION STATEMENT
 WE IMPROVE THE LIVES OF THE PEOPLE WE SERVE EVERY DAY.

VISION STATEMENT
 WE ARE THE COMMUNITY OF CHOICE FOR RESIDENTS, BUSINESSES, AND EMPLOYEES.

VALUE STATEMENTS

COMMUNITY
WE ARE DRIVEN TO IMPROVE THE COMMUNITY EXPERIENCE
 Our top priority is to serve all people who live, work, do business in, and visit Glendale. We value community engagement and we constantly seek feedback to assess the varying needs of our community. We welcome everyone and value the richness of skills, background, and experience that a diverse community provides. With compassion, we observe, listen, understand and assist our stakeholders to ensure we are equitably delivering the services that are most valued and needed in our community. We do this to honor our heritage, to create openness, and to improve service delivery.


INTEGRITY
WE PROVIDE OPEN AND HONEST GOVERNANCE
 Throughout our organization there is an unquestionable level of integrity, ethics, transparency, and honesty guiding our communications, interactions, and decision-making. We are fair, principled, accountable, and inclusive in all that we do. The example is set by City Council, City Management, and every staff member. We do this to build trust within the organization and throughout the community.

EXCELLENCE
WE MAKE EXCELLENCE A HABIT, NOT A GOAL.
 Our approach to service begins with a positive attitude and a focus on excellence. We are committed to delivering high quality services to our diverse community at an affordable cost, with demonstrated value, in an expeditious manner. We design our services with our stakeholder’s needs in mind. We provide opportunities to gather feedback on our services in an inclusive way and look for merit in every idea. We do this to ensure we are good stewards of taxpayer dollars, to create organizational and community pride in the services we provide, and to create added value for our community.

INNOVATION
WE DELIVER BETTER SERVICE THROUGH CREATIVITY AND INGENUITY.
 We are an organization that constantly examines how we can get better and welcomes creative ideas and new thinking. We value efficiency, technology, and agility; and, we have the courage to try new approaches. We strive to be leaders in public sector innovation. We do this to create a flexible organization that can respond quickly to change, to create value by providing more cost-effective services, and to foster employee ownership in the services we provide.

LEARNING
WE VIEW LEARNING AS ESSENTIAL TO IMPROVEMENT.
 We know that our ability to develop and deliver the highest quality services and to achieve operational excellence for our stakeholders is dependent upon having a highly trained and developed workforce and elected leaders. We are committed to developing skills and cultivating leaders. We do this to ensure that we are constantly getting better in everything we do and creating lifelong learners.




 <p>GLENDALÉ</p>	<p>City of Glendale Solicitation Number: RFP 19-42 CITY ZONING CODE REWRITE SERVICES RESPONSE WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Offerors to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: _____

OFFEROR ADDRESS: _____

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OFFER SHEET

(Must be printed, signed and returned)

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

Authorized Signature	Date
Printed Name (Authorized Signatory)	Legal Company Name
Job Title	Offeror Certifies it is a (check only one): <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Email Address	Mailing Address
Phone Number	City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name	Phone Number	Email Address
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FEDERAL TAXPAYER ID NUMBER (Required): _____

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number _____ Tax Rate: _____ OR No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

- No, I do not have a conflict of interest
- Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

- Exhibit 1–Special Notices Exhibit 2–RFP Standard Terms and Conditions
- Exhibit 3–Insurance Requirements Exhibit 4–Template Agreement Pricing Workbook

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REQUIRED RESPONSES

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract.

1. Firm’s Qualifications and Experience (40%). The following information should be included:

- A. Offerors shall provide a description of the firm, including true, exact and complete name of the partnership, corporation, trade or fictitious name under which you do business, the address of the principal place of business that will provide the services, the name of the president, managing director, or owner, how many years in business, the size, range of activities, financial stability, license numbers or certifications for the business or professions, experience, recognitions, etc. Offeror should describe their experience with municipalities comparable in size and scope as the City of Glendale. Experience in writing, mapping, designing, developing, analyzing, interpreting and implementing national and Arizona zoning codes is preferred.

(Offeror to include response here)

- B. Key Personnel. Offerors shall identify the key contact person or primary person who will work on the project. Resumes of each person shall be provided with emphasis on their experience with similar projects and with other public entities of similar size. State the name of the individual who will have personal supervision of the work. If resumes are not available at the time the proposal is submitted, Offeror’s should provide a listing of the qualifications, including education, experience, honors and awards received, professional associations of which the firm and/or its personnel are members.


(Offeror to include response here)

- C. References. Offerors shall provide a list and description of similar projects satisfactorily performed within the past five (5) years. National and Arizona public entity references preferred. For each client listed, include the name and telephone number of a representative for whom the work was undertaken and who can verify satisfactory performance.

(Offeror to include response here)

2. Project Approach (40%). Clearly define your method of approach including, but not limited to, the following.

- A. Narrative. Include a brief narrative highlighting your company’s proposal. Explain what differentiates your company from other competitors in the industry. Include information about the total number of agencies where the proposed services has been successfully performed.

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- B. Describe your company’s project management approach to ensure the successful completion of this contract. Include key personnel and their assigned roles in the resultant contract with the City of Glendale.
- C. Detail your company’s services offered as requested in this RFP including, but not limited to the following:
 - 1. Description of your company’s proposed method of performing the City’s required scope of work.
 - 2. Detailed description of your company’s ability to produce an innovative and integrated zoning code for the City. Include details on how you propose to restructure and redraft the City’s zoning code.
 - 3. Provide a proposed project implementation plan and timeline which addresses all the key areas including project planning, rollout, implementation, support, deliverables and reporting procedures assuming a start date of May 2019.
 - 4. Description of additional services or features offered at no additional cost to the City.
 - 5. Description of your company’s customer support services including hours of operation, etc.
 - 6. Description of any duties and responsibilities that will be expected of City staff to assist in the successful implementation and performance of the contract.

(Offeror to include response here)

- 3. Price Proposal (20%).** Offeror shall submit the **Pricing Workbook**. Offeror shall submit a firm, fixed fee price proposal for providing all the required services.

Offeror’s pricing shall be inclusive of all costs including, but not limited to, labor, salaries, employee benefits, equipment, materials, supplies, fees, licenses, travel time, mileage, insurance, warranty, profit and any associated direct or indirect costs (except sales taxes) necessary to provide the required services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall not be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

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ADDENDUM RESPONSES AND ACKNOWLEDGEMENT

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

CONFLICT OF INTEREST STATEMENT

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

(Offeror to include response here)


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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. **RETURN OF OFFER** The Offeror shall submit one (1) hardcopy marked as “ORIGINAL”, five (5) copies marked as “COPIES” and one (1) flash drive containing the Response Workbook. The offeror shall submit a complete proposal on a flash drive as one file folder. The folder shall be identified as “RFP 19-42 – *Original - Name of Offeror.*” (For example: RFP 19-42 – Original - ABC Company.)


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

2. **PRE-OFFER CONFERENCE & SITE VISIT** A Pre-Offer meeting will be held on **MARCH 28, 2019 at 10:00 PM, Arizona Time, located at 5850 W. Glendale Avenue, Conference Room 3A, Glendale, AZ 85301.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

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

3. **DELIVER TIME** All deliverables shall be made in accordance with the Scope of Work.
4. **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. 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.
5. **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:

- 5.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 5.2 The Contractor fails to perform adequately the services required in the contract.

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- 5.3 The Contractor attempts to impose on the City products or services which are of an unacceptable quality.
- 5.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 5.5 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.


6. WARRANTIES Contractor warrants that all materials and service, 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.

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

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

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

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

8. **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **seven days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.


9. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

10. **PUBLIC RECORD REQUIREMENTS** Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror’s sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld

11. **PERMITS AND LICENSES** It is the offeror’s sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

12. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** 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.

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

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14. NO CONSIDERATIONS 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.

15. AUTHORIZED AGENT The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

16. KEY PERSONNEL If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

17. SITE INSPECTION It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

18. FORCE MAJEURE

18.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

18.2 Force majeure shall not include the following circumstances:


18.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

18.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

18.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

19. DEFINITIONS For purposes of this Request for Proposal and Resultant contract, the following definitions apply:

- a. "**City**" means the municipal corporation of the City of Glendale, Arizona
- b. "**Contract**" means the agreement for the procurement of goods, services and work.
- c. "**Contractor**" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- d. "**Days**" means business days (unless otherwise specified) and shall be computed pursuant to A.R.S. 1-243.

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- e. **“Offer”** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- f. **“Offeror”** means the business, entity or person who submits an Offer in response to a competitive solicitation.
- g. **“Public Record”** means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- h. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
- i. **“Request for Proposal”** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.


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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City’s Website and are applicable to Request for Proposal:


<https://www.glendaleaz.com/purchasing/terms.cfm#Requests>

Standard Terms and Conditions, Request for Proposal – Revised 04-24-2009

1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, 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 offeror is not in the City's best interest, "all or none" offers shall be rejected.
2. **ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
3. **EFFECTIVE PERIOD OF OFFER** This offer shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the City of Offeror’s intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.


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- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. M.S.D.S.** Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the City workplace with hazardous materials will supply the City with a M.S.D.S. covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (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

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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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

- 14. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 15. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 16. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 17. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 18. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 19. TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 20. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 21. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for


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performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

- 22. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 23. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at www.glendaleaz.com/purchasing. Untimely protests will not be considered.
- 24. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 25. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 26. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by Materials Management. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 27. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 28. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 29. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at materialsmanagement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

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- 30. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
- 31. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 32. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RSOQ. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 33. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.
- 34. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 35. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 36. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>
- 37. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

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38. IMMIGRATION LAW COMPLIANCE Contractor, and on behalf 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. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described 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. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself 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. Contractor’s warranty and obligations under this Section I 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. 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.

39. CONTRACT ADMINISTRATOR The staff member identified as the Contract Administrator for a solicitation serves as the liaison between the Procurement Division, the City and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor’s performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

40. OFFICIAL TIME CLOCK The official time clock used to verify the date and time an offer is received is located at the City of Glendale, Procurement office. An offer is considered to be in the actual possession of Procurement upon being stamped by the official time clock, before the official due date and time.


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EXHIBIT 3: Insurance Requirements (Note: This is NOT Required Until After Contract is Awarded)

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) **INSURANCE REQUIREMENTS.** OFFEROR shall procure and maintain for the duration of the License, insurance against claims for injury to persons or damage to property that may arise from or in connection with this License. The *insurance requirements* herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise out of this License. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits Of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers’ Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

3. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Bidder’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions


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

Additional Insured Status

The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Bidder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bidder’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Bidder’s insurance coverage shall be primary** insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance

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maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the CITY.**

Waiver of Subrogation

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least two (2) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Bidder must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.


Verification of Coverage

Bidder shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

 The logo for the City of Glendale, featuring a stylized cross shape composed of brown squares with white circles at the intersections, and the word "GLENDALE" in blue capital letters below it, with a signature-like flourish under the "E".	City of Glendale Solicitation Number: RFP 19-42 CITY ZONING CODE REWRITE SERVICES EXHIBITS PACKAGE	CITY OF GLENDALE Procurement Division 5850 West Glendale Ave, Suite 317 Glendale, Arizona 85301
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CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.


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EXHIBIT 4

(SAMPLE TEMPLATE OF FINAL AGREEMENT ONLY)

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AGREEMENT FOR

City of Glendale Solicitation No.

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, a _____, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 20_____.

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. _____ (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT


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

1. Key Personnel; Sub-contractors.

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

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- 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

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- 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.

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- (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 \$ _____, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

- 5.1 Applications.
 - a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
 - b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.
- 5.2 Payment.
 - a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
 - b. Payment may be subject to or conditioned upon City's receipt of:

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- (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

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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 \$ per occurrence and \$ 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 \$ 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 \$ per accident for Contractor and \$ 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

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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

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Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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


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

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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

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(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.

12.2 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:

c/o

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
Glendale, Arizona 85301
623-930-

With required copy to:


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

13. **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.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 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.

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- 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.

14.2 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.

14.3 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.

14.4 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.


14.5 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.

14.6 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.

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

15. **Term.** The term of this Agreement commences upon the effective date and continues for a Five (5)-year period. There are no automatic renewals of this Agreement.


16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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17. **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

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

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower

City Clerk (SEAL)
APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

a

By:
Its:


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EXHIBIT A

PROJECT

DETAILED PROJECT DESCRIPTION

EXHIBIT B

COMPENSATION


METHOD AND AMOUNT OF COMPENSATION

.

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 \$.

DETAILED PROJECT COMPENSATION

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PRICING WORKBOOK

Offeror shall submit the **Pricing Workbook**. Offeror shall submit a firm, fixed fee price proposal for providing all the required services.

Offeror’s pricing shall be inclusive of all costs including, but not limited to, labor, salaries, employee benefits, equipment, materials, supplies, fees, licenses, travel time, mileage, insurance, warranty, profit and any associated direct or indirect costs (except sales taxes) necessary to provide the required services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall not be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.


CITY ZONING CODE REWRITE SERVICES		
Item No.	Description	Total Cost of Services
1.	Offeror shall submit an all-inclusive cost for providing all the required services as per the Scope of Work. Detail of the cost of services and activities necessary to implement and perform the required services shall be listed below: Management Fees: \$ _____ Personnel Cost: \$ _____ Cost of Research & Data Gathering: \$ _____ Code Rewrite / Implementation: \$ _____ Other Costs: (Please specify) _____ \$ _____ _____ \$ _____ Deliverables: (Please specify) _____ \$ _____ _____ \$ _____	\$ _____

IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID

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

Comply: YES ___ NO ___

If your answer is NO, please state terms offered: _____%

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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.

TAX AMOUNT Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____%

OFFEROR NAME: _____