ORIGINAL

C-11275
11/04/2016

AGREEMENT FOR
CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE
City of Glendale Solicitation No. RFP 16-53

This Agreement for Clean and Lien Services for City Code Compliance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Westquip, LLC, an Arizona limited liability company (the "Contractor"), as of the 4 day of November, 2016.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-53 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

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

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $45,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

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

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

9. **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. **Attestation of PCI Compliance.** The Contractor will provide the City a PCI-DSS attestation on an annual basis. Such certification of compliance must be signed by a responsible corporate officer or official.

11. **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.

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

(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:

Westquip, LLC
c/o Lee A. Spencer
General Manager
PO Box 3202
Glendale, AZ 85311-3202

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 Tim Boling
Code Compliance Administrator
Development Services Department
Glendale, Arizona 85301
623-930-3611

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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.

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 one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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.

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Westquip, LLC,
an Arizona limited liability company

By: Lee A. Spencer
Its: General Manager

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.

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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.

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Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

EXHIBIT A

CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE

PROJECT

[See Attached]

EXHIBIT B

CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 of the Agreement. The amount of compensation and unit prices charged by the Contractor is provided in its response to RFP 16-53.

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 $45,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods.

DETAILED PROJECT COMPENSATION

Per RFP 16-53. See attached solicitation details.

EXHIBIT A

Original

WEST QUIP

Bid For

City of Glendale

Materials Management

CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE

Solicitation No. 16-53

Date due: July 29, 2016, 2:00 p.m.

Name of Vendor:_____

CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: **RFP 16-53**

DESCRIPTION: **CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE**

OFFER DUE DATE AND TIME: **July 29, 2016 at 2:00 PM Local Time**

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

SUBMITTAL LOCATION:

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

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

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing an offer.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation, contact:

Elmer Garcia, CPPB
Contract Analyst
Materials Management
Egarcia1@glendaleaz.com

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SPECIFICATIONS

1.0 INTRODUCTION

1.0.1 The City of Glendale, Arizona ("City") Code Compliance Division invites sealed proposals from qualified firms experienced in cleaning up and securing vacant properties to bring them into compliance with Glendale City codes.

1.0.2 The resulting agreement shall be to provide routine cleanup including but not limited to, property inspection, cutting vegetation in and around the property and trash removal of vacant properties located within the jurisdiction of the City of Glendale.

1.0.3 Offerors'pricing shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services.

1.0.4 This solicitation and subsequent contract(s) shall be on an "as-needed" basis. The City reserves the right to schedule routine cleanup schedules on various properties when deemed necessary by the City.

1.0.5 The Code Compliance Division oversees the resultant contracts. Other City departments such as Parks and Recreation, Field Operations, Water Services, Police, Fire, etc. may also use the resultant contracts at their discretion.

1.0.6 The City reserves the right to award the resultant contracts to multiple vendors to best meet the needs of the City.

1.1 BACKGROUND

1.1.1 Code Compliance is a division of the City of Glendale Development Services Department. Code Compliance is responsible for ensuring compliance with City codes and ordinances. These regulations are local laws adopted by the Glendale City Council and represent community standards. These community standards have been established to promote health and safety, protect the community from blight and deterioration and enhance the livability of the City.

Past economic conditions, mortgage foreclosures and/or bankruptcies have caused many homes and buildings to become vacant or abandoned. This created or may in the future cause properties to become attractive nuisances for minors and/or criminal activity. Vacant properties have a negative impact on surrounding properties and neighborhoods. Potential property buyers are or may be deterred by the presence of nearby vacant abandoned buildings. There is or may be an increased instance of unsecured or open doors and windows, broken water pipes, flooded basements, theft of metals and other materials, overgrowth of grass, weeds, shrubs and

bushes, illegal dumping, rat and vermin activity at vacant structures. Such neglect devalues properties and causes deterioration in neighborhoods and industrial and commercial areas.

The awarded Contractors will be responsible for cleaning and securing vacant and abandoned properties in compliance with City codes.

1.1.2 The following are estimated statistics to assist Offerors in responding to this RFP:

Estimated number of vacant or abandoned properties annually cleaned in Glendale: 200
Average number of property cleanup frequency or calls per month: 15-18
Average time spent cleaning each property: 2-4 hours

1.2 SCOPE OF WORK

GENERAL REQUIREMENTS. Vacant property cleanup includes, but not limited to the following:

1.2.1 Contractor shall keep vacant properties free of the following:

1.2.1.1 Weeds or grass more than six (6) inches high.

1.2.1.2 Vegetation growth between sidewalk and/or driveway or from cracks in the pavement.

1.2.1.3 Dry brush, dead vegetation, trash, junk, debris, building materials and rodent shelters or animal droppings.

1.2.1.4 Discarded items, including but not limited to furniture, clothing, large and small appliances, printed materials, signage, containers, equipment and construction materials.

1.2.1.5 Any illegal outside storage of vehicles.

1.2.1.6 Contractor shall be responsible for disposing waste and trash in compliance with Federal, State, County and City requirements. Contractor is solely responsible for any disposal fees (dumping charges, etc.).

1.2.1.7 Contractor shall fix or maintain the structural integrity of any worn out or broken property fence or barrier.

1.2.1.8 Contractor shall remove and/or paint over graffiti, tagging or similar markings with exterior grade paint that matches the color of the exterior structure.

1.2.1.9 Contractor shall keep the vacant property secure so as not to be accessible to unauthorized persons. Property windows, doors (walk-through, sliding and garage),

gates and any other opening shall be closed and secured. (See Exhibit A for Long Term Method of Securement).

1.2.1.10 If accessible, Contractor shall remove any perishable materials left inside the property such as food, etc. to avoid rodent and pest infestation.

1.2.1.11 Contractor shall immediately notify the City's contract administrator of any damage done to vacant properties, including missing signs, damage to doors and windows, etc.

1.2.1.12 Contractor shall immediately notify the City's contract administrator of any public health or safety hazard in any of the vacant properties.

1.2.1.13 Contractor shall keep the vacant properties safe and take all necessary precautions to ensure the safety of the public and City inspectors.

1.2.1.14 Contractor shall not perform any work on any vacant property without the express authorization from the City's contract administrator or his designee.

1.3 SERVICE CALLS

1.3.1 Contractor shall promptly respond to the City's request for service within three (3) business days. Contractor must give an estimated time of arrival (ETA) at the time the City contacts the Contractor.

1.3.2 Contractor shall perform work activities as scheduled by the City and at times that maximize public safety and minimize disruption to the community. Whenever necessary, work should be performed Monday through Friday from 6AM-6PM. No overtime charges will be allowed by the City.

1.3.3 In case of an emergency, Contractor must provide an after-hours telephone number where they can be contacted immediately, and the Contractor must call back within two (2) hours of the originating call.

1.4 SCHEDULED SERVICES

1.4.1 When a cleanup is scheduled for a property, Contractor shall follow the schedule as set by the City. Contractor shall make every effort to stay on schedule and shall complete all work as scheduled unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed on time must be reported to the contract administrator or designee in writing/e-mail with an explanation of why the work was not completed and when this work will be completed.

1.4.2 The City's contract administrator or designee shall determine if work not done on schedule constitutes noncompliance.

1.5 PERSONNEL REQUIREMENTS

1.5.1 Contractor shall understand that the City may initiate a background check administered by the Police Department should it be determined to be in the City's best interest.

1.5.2 Contractor's staff shall have legal status to work in the United States to perform services under this contract.

1.5.3 Contractor shall agree that any of its employees who may be assigned to perform work under this contract shall be used exclusively for that purpose during the time in which they are working in areas covered by this solicitation.

1.6 CONTRACT PRICING

1.6.1 The Contractor shall submit estimates of the total cost of each project for approval by the City prior to the start of any project.

1.6.2 Pricing for each project shall be based on the unit prices in the Price Sheet. Unit price shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services.

1.6.3 No overtime charges, gas surcharges or additional charges to the City shall be allowed. Contractor's charges shall be based on contract pricing only.

1.6.4 Pricing estimates for materials and supplies listed under Additional Services shall be based on current market rates and City-approved material costs.

1.7 INVOICING AND PAYMENT

1.7.1 Contractor's work will not be accepted or authorized for payment until a detailed written report or invoice is received and approved by the City. The report or invoice shall specify the property location, description of the services rendered.

1.7.2 Payment terms shall be net 30 days.

1.8 MONITORING OF CONTRACTOR'S PERFORMANCE

1.8.1 The City shall inspect the quality of work or service performed by the Contractor upon conclusion of each project.

1.8.2 The City may also conduct random inspections of the properties serviced under this contract. If the City determines that the work has not been completed, the City will not be responsible for payment of said work.

1.8.3 If Contractor's performance or quality of work is deemed unsatisfactory by the City contract administrator, the contract administrator reserves the right to callback or notify the Contractor via email to correct the deficiencies. Upon receipt of notice of unsatisfactory performance, the Contractor shall have three days from the time of the notification to initiate corrective action in any specific instance of unsatisfactory performance at no additional cost to the City. The Contractor is required to send detailed information on how the deficiencies will be corrected and how the Contractor will avoid any recurrence.

1.8.4 If, after the fifth day, the Contractor has not initiated corrective action, the City has the right to immediately complete the work to its satisfaction. Any or all costs associated to complete the work may be deducted from any amounts owed the Contractor. This does not pertain to emergency responses.

1.8.5 The City and the Contractor may conduct joint inspections of the properties when needed. The date and time shall be mutually agreed upon by both parties.

1.9 PROPERTY DAMAGE

1.9.1 Contractor shall be responsible for repair and restoration of any damage to vacant properties if the damage is caused by the Contractor's negligence. Repair and restoration shall be to the satisfaction of the City's contract administrator. The repair and/or restoration of the damages shall be performed at no additional cost to the City.

1.10 SECURITY

1.10.1 The City does not assume any responsibility at any time for the protection of, or for loss of, Contractor's tools, equipment, vehicle, supplies, materials, etc. during the term of this contract.

1.11 USE OF CHEMICALS

1.11.1 Contractor shall not use pesticide treatments on vacant properties or exercise pest control procedures without authorization from the City's contract administrator and/or without an appropriate license from the State of Arizona Office of Pest Management.

1.11.2 In the event that the Contractor uses chemicals in the cleanup of vacant properties, Contractor should list the chemicals to be used and shall submit a Material Safety Data Sheets (MSDS) to the City contract administrator.

1.12 ADDITIONAL SERVICES

1.12.1 On certain occasions, additional tasks and services—in addition to or separate from cutting vegetation and trash removal specified herein—may be required of the Contractor as directed by the City. Additional services may include, but not limited to, minor property repairs such as fixing broken doors and windows, graffiti removal, pool cleaning, minor fence repairs, removal of excessive trash from the property using dumpsters, etc.

1.12.2 The Contractor shall provide all necessary personnel and equipment to perform the additional services, including any needed increases in personnel and/or additional equipment above and beyond what is currently provided by the Contractor. The Contractor shall be compensated for labor at the hourly rate as specified in the contract. Contractor's estimates for materials and supplies to be used shall be based on current market rates and City-approved material costs.

1.12.3 The contract administrator, prior to beginning work, must approve all additional services. Work or services performed by the Contractor without the prior approval by the contract administrator may not be compensated.

2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 **RETURN OF OFFER** **One (1) hard copy marked as "original", three (3) copies marked as "Copies" and one (1) flash drive containing all original documents in PDF format.** The original copy of the proposal should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Request for Proposals (RFP). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 **PREPARATION OF OFFER PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.2.1 OFFER SHEET, Section 4.0
2.2.2 PRICE SHEET, Section 5.0
2.2.3 ADDENDUM, Return all addenda (if applicable).
2.2.4 SPECIFICATIONS, Section 1.0
2.2.5 SPECIAL TERMS AND CONDITIONS, Section 3.0
2.2.6 ALL SUBMITTALS REQUIRED IN THE SPECIFICATIONS

2.3 **EVALUATION CRITERIA** The criteria is listed with their relative weights.

2.3.1 FIRM & PERSONNEL QUALIFICATION & EXPERIENCE.....20%
2.3.2 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS.....20%
2.3.3 CONFORMANCE TO RFP TERMS AND CONDITIONS.....10%
2.3.4 PRICING.....50%

2.4 **SUBMISSION REQUIREMENTS**
Offerors shall provide written narrative responses on the evaluation criteria below. Proposals shall be presented in a complete, concise and effective response void of general answers or sales literature. When applicable, supporting documents may be attached and the appropriate criteria referenced. Offerors, at a minimum, shall submit the following information in the order presented below:

2.4.1 FIRM AND PERSONNEL QUALIFICATION AND EXPERIENCE

2.4.1.1 COMPANY PROFILE AND SERVICE HISTORY Offerors shall describe their firm's profile and history. Summary should include the firm's resources, financial capability, equipment availability, staffing resources, number of years in business and similar history in providing the required services on the facility described.

2.4.1.2 QUALIFICATIONS OF STAFF Offerors shall briefly describe the overall experience of the key staff members and their experience with similar type projects.

2.4.1.3 COMPANY PROJECTS AND REFERENCES Offerors shall identify at least three projects on cleanup services in the last five years in which their company served as the primary contractor. Offerors should provide the project name and brief description of the project; highlight how the project is similar to the City's project; state the project amount, project owner and current contact telephone number and/or email address.

2.4.2 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS

2.4.2.1 Offeror shall describe their understanding of the specifications and requirements of this RFP and all the key elements that will need to be considered. Offeror should describe his company's experience and approach to successfully perform the services required by the City.

Offeror shall address the pertinent aspects of the project as per SPECIFICATIONS including but not limited to the following:

- Scope of Work

2.4.3 CONFORMANCE TO RFP TERMS AND CONDITIONS Offerors shall demonstrate their responsiveness by confirming their conformance to RFP terms and conditions in their offer.

2.4.4 PRICING Offerors shall completely fill out the Price Sheet in Section 5.0.

2.5 CONTRACT AWARD The City intends to award contracts to responsible and responsive proposers whose proposals are determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in the RFP.

2.6 MULTIPLE AWARDS The City reserves the right to award contracts to multiple vendors to best meet the needs of the City.

2.7 ALTERNATE OFFERS

Offers submitted as alternates must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer.

2.8 EXCEPTIONS TO STANDARD 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. 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 bid 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.

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

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

2.11 PROPRIETARY INFORMATION Offerors 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.

2.12 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

2.13 **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

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

2.15 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

2.16 **DISCUSSIONS AND BEST AND FINAL OFFERS** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

2.16.1 Determine in greater detail such Offeror's qualifications, and
2.16.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
2.16.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
2.16.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

2.17 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information

about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

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

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

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

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

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

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

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

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials,

supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

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

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

3.0 SPECIAL TERMS AND CONDITIONS

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

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

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

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

3.4 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.

3.5 **FOB DESTINATION** quoted shall be FOB destination to: City of Glendale, Arizona.

3.6 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.

3.7 **OPTION TO EXTEND** The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years in one (1) year

increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.8 **PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of 60 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The requested increase 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 product/services concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.9 **DELIVERY TIME** All deliverables shall be made in accordance with the Specifications.

3.10 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested a negotiable quotation for the additional products or services. All changes shall be documented by formal amendment to the contract.

3.11 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

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

3.13 **INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-Contractors.

3.13.1 **MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:

3.13.1.1 **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence, **$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.13.1.2 **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

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

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

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

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

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

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

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

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

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

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

3.14 **INDEMNIFICATION CLAUSE** To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") 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 sub-Contractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

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

Contractor further agrees that he shall require any and all sub-Contractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any

of his sub-Contractors, shall be considered the employees of such Contractor, or his sub-Contractor(s), and not the employees of the City.

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

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

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

3.17 **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:

3.17.1 The Contractor provides personnel that do not meet the requirements of the contract.
3.17.2 The Contractor fails to perform adequately the services required in the contract.
3.17.3 The Contractor attempts to impose on the City products which are of an unacceptable quality.
3.17.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
3.17.5 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 convenants of the contract;
   c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
   d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Contractor by:
      1. Deduction from an unpaid balance;
      2. Any combination of the above or any other remedies as provided by law.

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

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

GLENDALE	SOLICITATION NUMBER: RFP 16-53 CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

4.0 **OFFER SHEET**

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

Lee A Spencer — Authorized Signature

Westquip, LLC — Company's Legal Name

Lee A. Spencer — Printed Name

P.O. Box 3202 — Address

General Manager — Title

Glendale, AZ 85311-3202 — City, State & Zip Code

(623) 934-0429 — Telephone Number

— FAX Number

westquip.az@gmail.com — Authorized Signature Email Address

7/29/2016 — Date

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

Contact Name **Phone Number** **Fax Number**

Email Address

State of Arizona Contractor's License No.: ROC 238642

FEDERAL TAXPAYER ID NUMBER: 86-1030446

Arizona Sales Tax No. [redacted] Tax Rate 9.2%

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

Minority or woman owned business: Yes ____ No X

(Revised July 1, 2013)

5.0 PRICE SHEET

Offerors' pricing shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services. **Sales tax shall not be included in the Unit Cost.**

LINE NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED NUMBER OF HOURS TO CLEAN PROPERTIES (A)	AVERAGE NO. OF SERVICE CALLS PER MONTH (B)	UNIT COST (C)	EXTENDED AMOUNT (A x B x C)
5.1	Cleaning and securing vacant properties to bring them into compliance with Glendale City codes as per Specifications	Per Hour crew of 4	4 Hours	18	$ 37.- man/Hour $ 148.-/hr	$ 10,656.00
4 x 4 x 18 x 37					Monthly Grand Total	$ 10,656.00
					ANNUAL GRAND TOTAL (Monthly Grand Total x 13 or 52 weeks)	$ 138,528.00

Note: Apparently the number of service calls per month is based on a 4 week month. Consequently, the extended amount was multiplied by 13.

GLENDALE	SOLICITATION NUMBER: RFP 16-53 CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

ADDITIONAL SERVICES
(Refer to Specifications Section 1.12)

On certain occasions, additional tasks and services— in addition to or separate from cutting vegetation and trash removal specified herein—may be required of the Contractor as directed by the City. Additional services may include, but not limited to, minor property repairs such as fixing broken doors and windows, graffiti removal, pool cleaning, minor fence repair, removal of excessive trash from the property using dumpsters, etc.

Offerors may submit additional pricing on the following services as part of their proposal. These services are optional and are evaluated separately. The City, at its option, may or may not, include these services in the final scope of work.

LINE NO.	DESCRIPTION	UNIT COST
5.2	Hourly rate for other services, including but not limited to, repairing broken windows, doors, pool cleaning, minor fence repair, etc. (Please specify other applicable services below): Labor only $42.00 / man hour Tractor w/operator 65.00 / hour	$_____/Hour
5.3	Charge for the use of a dumpster: 10 Yard Dumpster 15 Yard Dumpster tonnage is additional Other: 20 yard 40 yard $200. + $26.50/ton	$ 120. /Dumpster $ 150. /Dumpster
5.4	Hourly rate for emergency after hours cleaning services	$ 48.00 /Hour

5.5 **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: 9.2 %

5.6 **DELIVERY** Offeror agrees that all services shall be performed or delivered in accordance with the SPECIFICATIONS.

Company Name: Westquip LLC

EXHIBIT A

Alternate Long Term (More Than 90 Days) Securement Specifications Utilizing Polycarbonate Material

Carriage Bolt Method:

- **General Application:** All Polycarbonate material shall be a minimum thickness of .220. Openings that require more than a 4' X 8' sheet shall be secured with 2 sheets spliced together as shown in Diagram B. Polycarbonate should be cut to the outer edge of the window frame. Self-tapping screws with security heads may be required if bowing occurs. If the window is inset, the polycarbonate should be inset as well to the outer edge of the window frame. Secure with 3/8 carriage bolts with washers and double nuts and washers on the interior. (Purpose of the double nut is to secure against one another). Install carriage bolts as close to the corners as possible.
- **Casement Style Windows** (windows that swing out from the side of frames) must have the entire opening covered. Covering individual panes will not be accepted. If only one pane is broken, then SECURE WITH SCREWS method can be used to cover the entire opening. Material will need to be notched at the corners to accommodate the hinges.
- **Sliding Windows** should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building.
- **Fixed Glass** Windows require reverting to the Secure with Screws method below.
- **Glass Patio Doors:** If the doors are functional and can be locked that is sufficient. However, if the door is missing glass or the glass is broken, then the Carriage Bolt Method General Application applies.

Secure With Screws:

- Insert minimum .220 thickness Polycarbonate into the exterior of the window opening for a close fit and secure with a minimum 1 ½" drywall, deck or sheet metal screws secure top.
- Cut the Polycarbonate to completely insert into the window opening to the outer edge of the window frame (including any radius arch at the top of the window opening) and set the screws every 8" to 10".
- Screws are to be set into the wood window frame or wood lintel only, **not** into brick masonry, concrete or adobe. Screwing into mortar joints will be acceptable if there is no wood material available or if authorized by the City of Glendale under unique circumstances.
- If covers cannot be inserted into the window openings because of security bars, carefully remove the bars and secure the openings as indicated above. Security bars should be placed inside the building.

DIAGRAM "A" POLYCARBONATE

Interior view of opening

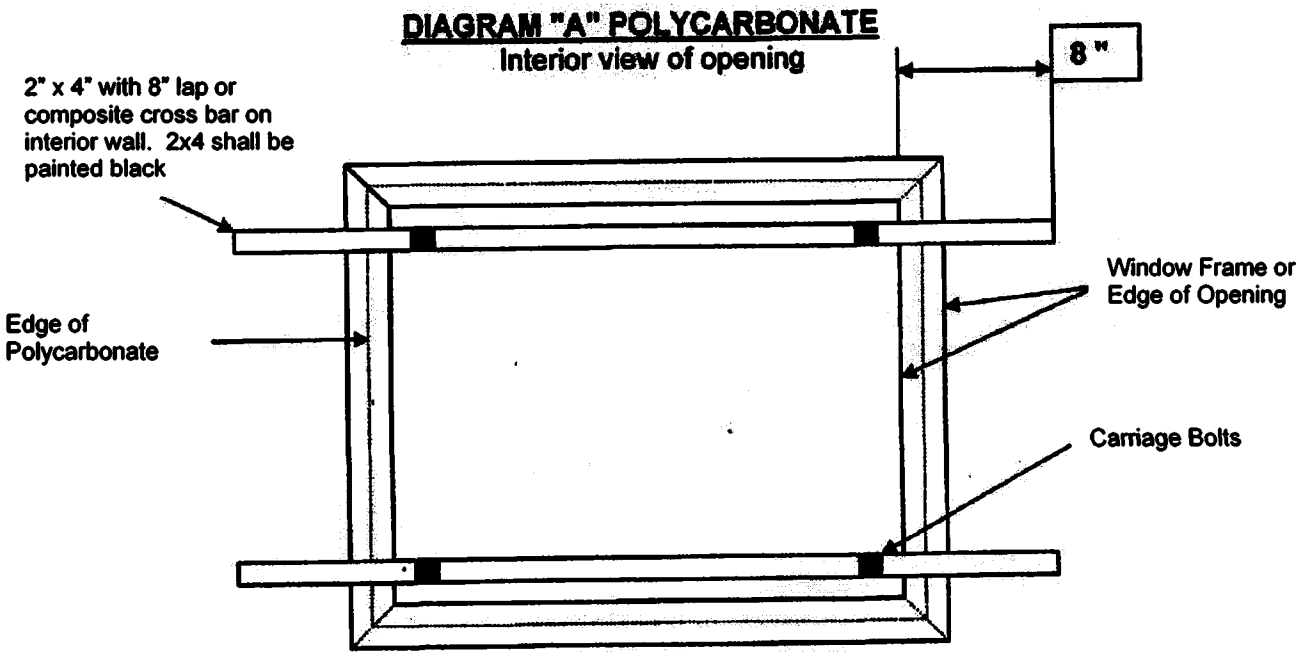
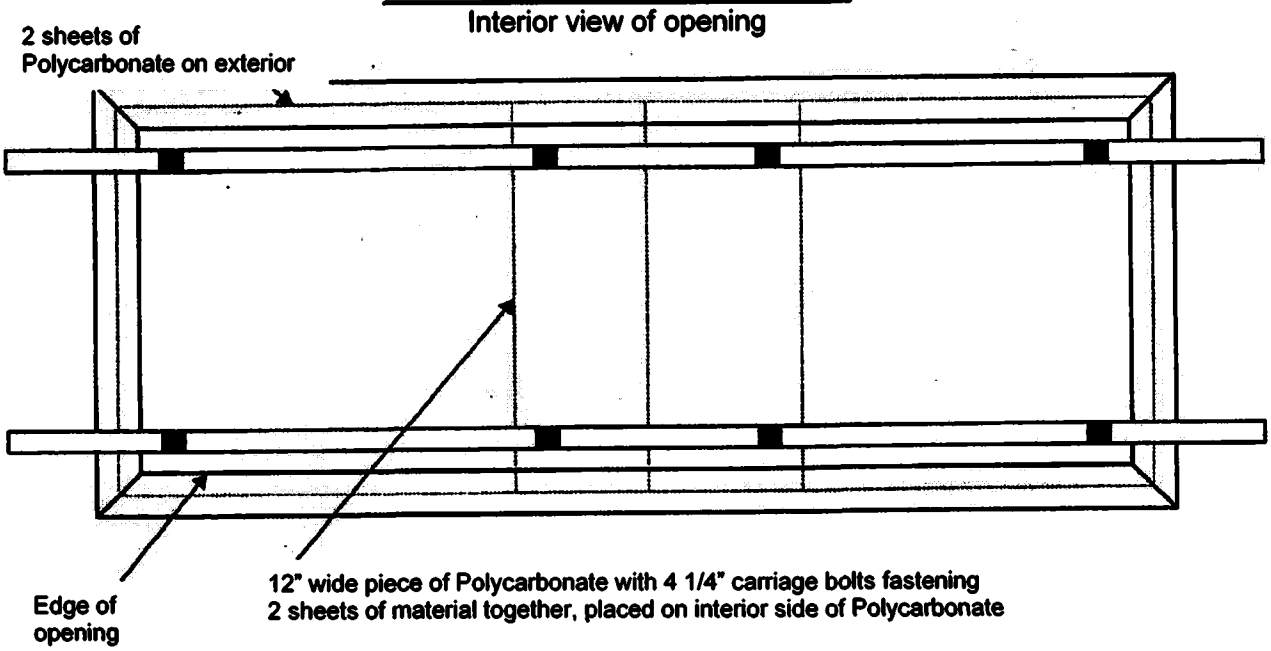


DIAGRAM "B" POLYCARBONATE

Interior view of opening



2.4.1 FIRM AND PERSONNEL QUALIFICATION AND EXPERIENCE

2.4.1.1 COMPANY PROFILE AND SERVICE HISTORY

Westquip L.L.C. was founded in 2001 by Lee Spencer as a sister company to Westscape Environmental. Westscape Environmental, Inc. was also started by Lee in October 1986 as a full service landscape maintenance and installation company. Organization chart is attached. Westquip's yard is physically located at 5324 W. Luke, Glendale, AZ 85301. Westquip has been in business for 15 years and our General Manager has 30 years of experience in the local landscape industry.

Westquip holds a K-21 license through the Arizona Registrar of Contractors, ROC238642, for Landscaping and Irrigation Systems through the Arizona Registrar of Contractors. Westquip is in compliance with the Occupational Safety and Health Administration (OSHA) standards. Westquip is able to and does comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to environmental protection for materials, techniques, and processes used under this Scope of Work.

2.4.1.2 QUALIFICATIONS OF STAFF

Key personnel – **Lee Spencer**, General Manager, with over 30 years of experience in the local landscape industry. Lee personally oversees our projects and interacts with clients to see their needs and expectations are met or exceeded. **Vivian Spencer**, Office Manager, with over 30 years in contract administration. Either Lee or Vivian is available by phone 24/7. We are in a service industry and a company is only as good as its employees. We strive to acquire and retain employees that will accommodate our clients in any way possible. We do not anticipate using any subcontractors at this time.

2.4.1.3 COMPANY PROJECTS AND REFERENCES

Over the years as Westquip or Westscape Environmental, Lee has managed a number of municipal contracts with the City of Glendale, the City of Tempe, the City of Mesa, and the City of Phoenix. Westquip has successfully worked for City of Glendale Code Compliance on a variety of projects involving the clearing of vacant lots of debris and weeds. The caliber of our clients and the length of service should be a strong indication that we understand how to best utilize our equipment and personnel to perform successfully in providing services. Letters of Reference attached.

CITY OF PHOENIX WATER DEPARTMENT - We are currently in the seventh year of a contract with the City of Phoenix Water Department to restore water-damaged landscape and hardscape on residential, commercial, and municipal properties all over the Valley. The City of Phoenix has also utilized our contract to restore hardscape/landscape and resolve conflicts for Risk Management and contracted landscape repairs to the Phoenix Civic Center.

BNSF RAILROAD - In addition to the contract with the City of Phoenix, Westquip is a certified contractor for the Burlington Northern & Santa Fe Railroad (BNSF) and has on-going contracts for landscape maintenance at its facilities in Glendale (Intermodal), Surprise (Inter-rail), Wickenburg, and Phoenix (MOBEST). Services provided include routine landscape maintenance, manual weed removal, chemical weed control, striping, parking lot sweeping, power-washing, rail cleaning, tree trimming, and new construction. Westquip has been servicing these sites for ten years.

TOYOTA - As Westscape Environmental and later as Westquip, we have provided landscape maintenance at Toyota's Proving Grounds located out in the desert near Wickenburg for over 15 years. This property features lush, park-like green areas combined with desert accents and seasonal flower changes. We perform a full range of landscape-related services for this property.

CITY OF GLENDALE – Westquip has serviced the Glendale Airport and West Area Water Treatment Plant barrier that borders the river on an as-needed basis. This involved weed clean-up utilizing a tractor and application of pre-emergent weed control in specific areas.

2.4.2.1 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS

Under the Scope of Work in this contract, the successful contractor is required to provide the following services to bring the vacant or abandoned properties into compliance with the City codes:

- Weeds or grass shall be maintained at a level of less than 6 inches in height.
- Vegetation growth shall be removed from between the sidewalk and/or the driveway and cracks in the pavement.
- Dry brush, dead vegetation, trash, junk, debris, building materials, rodent shelters and animal droppings shall be removed.
- Discarded items shall be removed and disposed of properly, including furniture, clothing, large and small appliances, printed materials, signage, containers, equipment and construction materials.
- Illegal outside storage of vehicles will be reported and removal addressed depending on the individual circumstances.
- Westquip will be responsible for the disposal of waste and trash in compliance with Federal, State, County and City requirements. Westquip is responsible for any disposal fees. This is further addressed in the Price Sheet which lists costs for containers and tonnage.
- Worn out or broken property fencing will be fixed or repaired to maintain the structural integrity. Cost for materials is in addition to the labor costs listed on the Price Sheet as this may vary greatly from property to property.
- Graffiti, tagging, and similar markings will be painted over with an exterior grade paint that matches the color of the exterior structure.

- Vacant property will be secured so as not to be accessible to unauthorized persons. Property windows, doors (walk-through, sliding and garage), gates and any other openings shall be closed and secured in accordance with the Long Term Method of Securement method provided by the City of Glendale.
- If accessible, any perishable materials left inside the property, such as food, etc will be removed to avoid rodent and pest infestation.
- The City's contract administrator will be immediately notified of any damage done to the vacant properties, including missing signs, damage to doors and windows, etc.
- The City's contract administrator will be immediately notified of any public health or safety hazard in any of the vacant properties.
- Vacant properties are to be kept safe and all necessary precautions will be made to ensure the safety of the public and City inspectors.
- No work will be performed on any vacant property without the express authorization from the City's contract administrator or his designee.
- A prompt response to the City's request to service a property is required within 3 business days of notification. An estimated time of arrival is required upon this notification.
- Work activities scheduled by the City shall be performed at times that maximize public safety and cause a minimal disruption to the community. It is anticipated that work shall be performed between the hours of 6:00 A.M. and 6:00 P.M. No overtime charges are allowed under this contract.
- An after-hours telephone number is provided where Westquip personnel can be contacted immediately. As the number provided goes directly to Westquip personnel, it will not be necessary to call back to acknowledge the original call unless the call goes to voice mail, in which case the call will be returned with two hours of the originating call.
- When a clean-up is scheduled for a property, Westquip will follow the schedule as set with the City unless unforeseen circumstances out of the control of Westquip cause delays.

2.4.3 CONFORMANCE TO RFP TERMS AND CONDITIONS

Westquip L.L.C. understands the RFP terms and conditions and will have no difficulties in conforming to them.

- It is our understanding that there will be multiple awards under this contract.
- It is further understood that a cost proposal for each property will be submitted and approved prior the beginning of any work. The proposal will contain the anticipated crew labor hourly cost and the cost for supplies as this can vary greatly from job to job. Our hourly rate is for a crew of four with a vehicle and equipment needed to perform this job.

City of Phoenix
Water Services Department
Water Distribution Division

June 28, 2016

RE: Recommendation for Westquip LLC

Please accept this Letter of Recommendation for Westquip LLC.

I have worked with Westquip in the Water Services Department, Distribution Division for seven years. Westquip takes great pride in the work they complete and the level of communication provided to our customers. We utilize Westquip to restore our customer's landscape after it has been damaged from a pipe burst. The level of restoration varies from minor grass replacement to restoring the entire landscaping.

I am confident that Westquip will provide you a superior level of service.

I hope you will find this information helpful with your selection process. Please feel free to call me if you have any questions or if you would like additional information.

Best Regards,

Mary Beckner

Mary Beckner
Water Distribution Superintendent
602-495-7481

CBRE

June 27, 2016

Re: Reference Letter for Westquip Landscaping

To Whom It May Concern:

Westquip has been one of our primary service contractors for over 10 years with Johnson Controls Inc. /CBRE at several properties owned by Burlington Northern Santa Fe (BNSF) Railway. Westquip Landscaping is a BNSF Certified Contractor providing services that include landscaping, general maintenance and parking lot maintenance. The landscaping scope of services include monthly and annual recurring services, repair and maintenance of all desert landscaping, tree trimming, irrigation repairs, weed control and weed removal. Westquip has remained compliant with all Railroad safety requirements, policies and continue to provide quality at a high level and in a timely manner. Westquip continue to provide these valued services safely with zero recordable safety incidents. With a continued level of professionalism, Westquip is very responsive to all service request and have exceeded our expectations.

If you have any questions, you may contact me Freddie Pickens, Arizona Facility Manager at (480) 427-6877 or by email at Freddie.pickens@bnsf.com

System-FM – A BNSF Corporate Real Estate Service

CBRE

Global Workplace Solutions

"Safety in everything we do!"

To whom it may concern

Our department was given the job to extract weeds, small and large trees, spray Pre-emergent on city of Glendale airport and West Area Water Treatment Plant barrier that boarders the river. We asked Westquip landscaping to give a bid to complete this job. After Westquip completed this job the area was free of weeds and trees. Furthermore, Westquip is a company that I would invite to bid on this job, if I was given this task of weed removal in the future.

Sincerely,

Scott Givaudan

Scott J Givaudan

Sanitation Supervisor
City of Glendale, Az
Office 623-930-2710
Cell 480-271-4754