

## COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-140

This Cooperative Purchase Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona (“City”) and Bureau Veritas North America Inc, a Texas S Corporation (“Consultant”).

### RECITALS:

- A. Consultant is a fully authorized vendor of **Plan Review and Building Inspection Services**;
- B. The City of Tempe conducted a competitive and open procurement process through Request for Proposal **22-002** that resulted in Contract No. **T24-029-02** with Consultant (“Agency Contract”);
- C. The City has authority to enter into a cooperative purchase contract with Consultant utilizing the Agency Contract.

### AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Materials and or Services Purchased: Consultant shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being purchased is:

#### **Plan Review and Building Inspection Services**

2. Specific Requirements of City: Consultant shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A.
3. Terms and Renewal: This Cooperative Purchase Contract shall be effective as of the date signed by both parties and shall continue until January 18, 2026 with an option for three (3) one (1)-year renewal periods presuming that the underlying Agency Contract has not expired or been terminated. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, shall apply to this Contract as though fully set forth herein. Consultant is responsible for promptly notifying the City in writing of any changes to the Agency Contract related to changes in price or scope which must be approved by mutual written consent of the parties through a formal amendment.
5. Compensation: There are multiple vendors who may be performing similar services and the total annual budget for this work is **two-hundred ninety thousand dollars and zero cents (\$290,000.00)**. It is anticipated that Consultant shall be paid some portion of this amount for satisfactory performance of the work, in an amount not to exceed **two-hundred ninety thousand dollars and zero cents (\$290,000.00)**, annually, including fees and taxes, in accordance with the Hourly Rates identified within the Agency Contract and any subsequent amendments.

6. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Consultant shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Amy Tressler – Building Official  
Community Development  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[Amy.Tressler@flagstaffaz.gov](mailto:Amy.Tressler@flagstaffaz.gov)

To Consultant:

Craig Baptista  
Bureau Veritas North America  
180 Promenade Circle, Suite 150  
Sacramento, CA 95834  
[Craig.Baptista@Bureauveritas.com](mailto:Craig.Baptista@Bureauveritas.com)

With a copy to:

Emily Markel – Purchasing Manager  
Purchasing  
City of Flagstaff  
211 W. Aspen Ave.  
Flagstaff, AZ 86001  
[EMarkel@flagstaffaz.gov](mailto:EMarkel@flagstaffaz.gov)

**(Remainder of Page Intentionally Blank)**

9. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

BUREAU VERITAS NORTH AMERICA INC:

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_

Last Updated January 6, 2025

## **EXHIBIT A SCOPE OF WORK**

### **1. Building Inspection Services**

The consultant upon request of the City shall provide International Code Council certified inspectors certified within the specific areas they will be inspecting. Experienced building inspectors will conduct inspections of all phases of construction for compliance with approved plans and all applicable codes and City Ordinances including but not limited to those relating to structural integrity, life safety, electrical, plumbing, mechanical, energy, accessibility, and site work. Contract inspection services also include enforcement of compliance with conditions of approval, and the requirements set forth on the plans for which the permit was issued. Each contract inspector shall be responsible for scheduling, attaching any additional documentation and electronically resulting their inspections in the City of Flagstaffs online permitting system.

To meet the required services, the Consultant shall supply a vehicle, office supplies, code books, cell phone, and computer. The city will provide the selected consultants with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in City files that may be relevant to the contracted work. Research of and the familiarity with this material shall be the responsibility of the consultant. The consultant upon request of the City shall attend meetings connected with the plan review or field inspection of the projects. Except when, and if, the workload demands otherwise, all inspections shall be conducted within the normal business hours of 7:00 am to 4:00 pm, Monday through Friday.

### **2. Plan Review Services**

The consultant shall perform high quality reviews for both residential and commercial plans, calculations, reports and specifications for compliance with the most recently enacted rules and regulations as adopted by the Federal, State and local legislative bodies, including the City of Flagstaff adopted codes and amendments. The consultant shall receive electronic plans and supporting documentation to review within the required plan review time frames. The standard turn-around time for assigned plan reviews shall be 5-10 working days for residential projects and 7-14 days for all non-residential projects. Plan review comments shall be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable. The consultant is encouraged to work directly by telephone or email with the project's applicant, engineer/architect or City of Flagstaff staff when reviewing submitted plans or subsequent corrections. Reviews shall be performed by persons who hold the appropriate International Code Council certifications for that type of project.

To meet the required services, the Consultant shall provide their own office supplies, code books, cell phone, and computer. The city will provide the selected consultants with access to copies of all adopted Building Code Amendments, available data, information, reports, records and maps available in City files that may be relevant to the contracted work. Research of and the familiarity with this material shall be the responsibility of the consultant. The consultant upon request of the City shall attend meetings connected with the plan review or field inspection of the projects.

**EXHIBIT B**  
**AGENCY CONTRACT**  
(attached)

1. Award Notice - City of Tempe T24-029-02 (2 pages)
2. Contract – RFP # 22-002 (39 pages)

EXHIBIT B.1 - AWARD NOTICE

**Contract Award Notice**

Financial Services  
Procurement Office  
20 E. 6<sup>th</sup> Street  
Tempe, AZ 85281



**Contract Number:** T24-029-02  
**Description:** Plan Review and Building Inspection Services

**Issue Date:** 01/19/2024

77914

**Bureau Veritas North America, Inc.**  
Attn: Craig Baptista  
17200 N. Perimeter Drive, Suite 103  
Scottsdale, AZ 85255  
Phone: 916-514-4516  
Cell: 916-291-9151  
Email: [craig.baptista@bureauveritas.com](mailto:craig.baptista@bureauveritas.com)

**Award Period**

**Beginning:** 01/19/2024  
**Ending:** 01/18/2026

**Potential Renewals:** 3, 1-Year Renewal Options

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

**Award Information**

Structure Type	Initial Review Hourly Rate	Second Review Hourly Rate	3rd/Addtl Review Hourly Rate
<b>Plan Review Services</b>			
Single-family residences, duplexes, garages and related structures	\$130.00	\$130.00	\$130.00
Multiple Residences (apartments, condominiums)	\$145.00	\$145.00	\$145.00
Commercial/Industrial building and other related structures	\$145.00	\$145.00	\$150.00
High-rise mixed use residential/retail buildings	\$150.00	\$150.00	\$150.00
Civil grading and drainage reviews	\$175.00	\$175.00	\$175.00
Indicate any fees for expedited reviews	Expedited fees will be rates shown above, plus an additional 25%		
Indicate any fees for deferred submittals, construction change directives and revisions	Hourly rates referenced below would be applicable for these reviews		

<b>Turnaround Times for Review Services –</b> Indicate your firm’s turnaround times for each of the following:	
Single-family residences, duplexes, garages and related structures	10/5 Business Days
Multiple Residences (apartments, condominiums)	14/5 Business Days
Commercial/Industrial building and other related structures	14/5 Business Days
High-rise mixed use residential/retail buildings	14/5 Business Days
Expedited Reviews	5/3 Business Days
<b>Inspection Services –</b> Pricing for inspection services shall be based upon an hourly rate	
<u>Job Description</u>	<u>Hourly Rate</u>
Planning Manager	\$195.00
Plan Reviewer I	\$115.00
Plan Reviewer II	\$125.00
Plan Reviewer III	\$130.00
Civil Engineer	\$165.00
Civil Inspector	\$125.00 - \$150.00
Civil Plan Reviewer	\$145.00
Senior Planner	\$165.00
Planner	\$145.00
Permit Technician	\$80.00
Administrative	\$75.00
Building Inspector I	\$105.00
Building Inspector II	\$115.00
Building Inspector III	\$125.00
Certified Building Official	\$155.00
<b>Additional Job Descriptions (not listed above)</b>	
Senior Engineer / Structural Engineer	\$145.00
Project Engineer	\$135.00

*Cecille Lewis*  
 Cecille Lewis (Jan 19, 2024 16:59 MST)

**Cecille Lewis**  
 Procurement Officer

  
 Michael Greene (Jan 21, 2024 12:34 MST)

**Michael Greene, C.P.M., CPPO**  
 Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

**THIS IS NOT A PURCHASE ORDER**



**REQUEST FOR PROPOSAL**

**RFP# 22-002  
PLAN REVIEW AND BUILDING INSPECTION SERVICES**

**RFP ISSUE DATE:**  
JUNE 18, 2021

**DEADLINE FOR INQUIRIES/QUESTIONS:**  
TUESDAY, JULY 6, 2021, AT 5:00 P.M. LOCAL ARIZONA TIME

**RFP DUE DATE AND TIME:**  
THURSDAY, JULY 15, 2021, 3:00 P.M. LOCAL ARIZONA TIME

**ALL INQUIRIES MUST BE DIRECTED TO:**  
LISA GOODMAN, NIGP-CPP, CPPO, CPPB  
EMAIL: [lisa\\_goodman@tempe.gov](mailto:lisa_goodman@tempe.gov)  
PHONE: 480-350-8533

**SUBMITTAL LOCATION:** Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:  
[Bids@tempe.gov](mailto:Bids@tempe.gov)

No hard copy proposals will be accepted at this time.

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# General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

## 1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

## 2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

## General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third-party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

# General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. 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 negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree 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.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

## General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at ([http://documents.tempe.gov/sirepub/?sort=meet\\_date](http://documents.tempe.gov/sirepub/?sort=meet_date)) and at the Procurement Office front counter and web site for public review ([www.tempe.gov/procurement](http://www.tempe.gov/procurement)). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [salestax@tempe.gov](mailto:salestax@tempe.gov)
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

## General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
  - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
  - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
  - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

# Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
  - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
  - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
  - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
  - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
  - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

# Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

# Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

14. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

15. **Events of Default and Termination:**

A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

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- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
  - B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
    - i) Terminate the Contract;
    - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
    - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.
  - C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
  - D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
  - E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
  - F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.
16. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
17. **Force Majeure:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - B. Force majeure shall not include the following occurrences:

# Standard Terms and Conditions

- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
    - ii) Late performance by a subcontractor.
  - C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.
- 18. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.
- 19. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
- 21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
  - A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
  - B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
- 23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

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24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280

[Contractor's Name]  
[Attn of Offeror Named in Contract]  
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
29. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
30. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

# Standard Terms and Conditions

31. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
32. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
33. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
34. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
35. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
  - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
  - C. Is engaged in activities prohibited in the Order; or,
  - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
36. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
37. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
  - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

## Standard Terms and Conditions

- C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

38. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
39. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
40. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
41. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
42. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

# Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
7. **Pricing:**
  - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
  - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
  - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.
8. **Price Adjustment:**
  - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
  - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

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- C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

## 9. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

- a. Commercial General Liability

- Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

- In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

- Such policy shall contain a "severability of interests" provision.

- b. Worker's Compensation

- The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

# Special Terms & Conditions and Instructions

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
- F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

## Special Terms & Conditions and Instructions

10. **Professional Liability:** The Contractor shall maintain professional liability insurance covering errors and omissions arising out of the services performed by the Contractor and/or any person(s) employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance provided by Contractor to the City. In addition, Contractor shall maintain property coverage on an all-risk, replacement cost basis in an amount established by the City with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this Contract.
11. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
12. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.
13. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.
14. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.
15. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.
16. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.
17. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

## Special Terms & Conditions and Instructions

18. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.
19. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

# Scope of Work

## **Introduction**

The City of Tempe (City) is seeking proposals for plan review and/or building inspection services. The contract(s) shall be for an initial term of two (2) years with renewal options as stated in the Special Terms and Conditions section of this Request for Proposal (RFP).

The awarded Contractor(s) will perform applicable functions as an extension of the City staff and will follow all City procedures and directives related to the services provided.

## **Definitions**

The phrase *City of Tempe Representative (COTR)* means the Deputy Community Development Director or the assigned representative.

The phrase *perform all work to the complete satisfaction of the COTR* means that there will be no major omissions or deficiencies in plan review and building inspection reviews of type of construction, allowable area, height, occupancy/area separation, exterior wall and opening protection, exit requirements, life safety and engineering requirements, handicap regulations, electrical, plumbing, fire, and mechanical requirements, current adopted General Plan, Zoning and Development Code and all other items required by applicable codes, ordinances, regulations or other applicable regulations of the State. The COTR may perform random sample checks to verify this. The COTR will keep actual records on plan review on plan review turnaround times and inspections performed.

## **Services**

The awarded Contractor(s) shall agree to perform all work to the complete satisfaction of the COTR assigned to oversee such plan review and building inspection services within the time specified within this RFP. The evaluation of the work performed by the Contractor will be conducted by the COTR or designated City staff. If the quality of work is deemed not satisfactory or untimely, the COTR has the right to:

1. Meet with the Contractor to review the quality of work and resolve matters of concern.
2. Require the Contractor to repeat unsatisfactory work at no additional cost until it is completed to the satisfaction of the City as determined by the COTR or designated City staff.
3. Suspend the Contractor from further work for an indefinite period of time as determined by the City and obtain the services of another firm during the time of suspension.
4. Direct the City Procurement Office to terminate the City's contract with the Contractor, as allowed under the Special Terms and Conditions of this RFP.

## **Qualifications**

Contractor may submit qualifications to perform any combination of items 1 and 2 below.

1. Contractor must be qualified to perform plan review work necessary to establish compliance with code requirements based on the currently adopted Building, Mechanical, Electric, Plumbing Codes, including other applicable codes, policies and ordinances as adopted by the City, as well as ADA requirements, and other applicable regulations of the State.
2. Contractor must be qualified to inspect an assigned project for compliance with code requirements based on the Building, Mechanical, Electric, Plumbing Codes, and other applicable codes, policies and ordinances as adopted by the City, as well as ADA requirements, and other applicable regulations of the State.

## Scope of Work

3. Contractor must provide experience associated with alternative delivery models such as BIM/IPD, Permits by Inspection, Adaptive Reuse, Annual Facilities Permits and Collaborative Plan Reviews.
4. Time is of the essence. Direct communication with the designer, contractor, customer and the City is required to provide efficient customer service. Contractor must provide examples of how their business model reduced review times for a major project and how they would utilize their model in serving the City's and customer's needs.

Individuals within the Contractor's firm who perform commercial, industrial, or residential plan review or building inspection functions shall hold a current certification from a nationally recognized code development organization. The respective plan reviewer(s) or inspector(s) must have a minimum of five (5) years of commercial, industrial, or residential plan review or building inspection experience.

### **Tasks Required (Applicant is not required to provide both Plan review and Inspection services to be considered.)**

1. **Plan Review.** These tasks, when assigned a project, will be performed by the Contractor as determined by the City.
  - A. Pick-up/deliver plans or related materials from the City on a daily basis or as required. Provide weekly updates on projects in review along with Contractor's employee contact information.
  - B. Conduct comprehensive and accurate review of building designs as defined by drawings, specifications, design calculations, and reports which include site reports, soil investigation and compaction reports. Also, perform rechecks of corrected plans and plan changes until plans and related documents are substantially correct and complete. Compliance with code or discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electric, Plumbing Codes, and ADA regulations mandated by the State and City ordinances (e.g. grading) and Department policies and applicable laws in effect at the time of application for construction permits.
  - C. Notify the applicant of the need for corrections and provide means and point of exchange, including convenient meetings, toll free telephone exchange of communications and cost-free mail exchange for pick-up and delivery of plans, and availability of cost-free parking facilities at Contractor's place of business.
  - D. Review application package for plot plan square footage, valuation, and possible zoning violations as identified in the current City codes and ordinances.
  - E. Review application package and identify to the applicant, on a correction list, items such as illegal lot status, insufficient setbacks, and easements for open space, drainage, grading, trails, and roads, etc.
  - F. Provide with each approved plan check, as applicable, a letter of transmittal and two (2) copies of the signed corrections lists indicating that the plans have been found to be substantially correct and complete.
  - G. Regarding building plans under review receive from or provide information to the Planning Division any possible issues which may conflict with the Zoning Ordinance, Board, or Council actions or conditions.
  - H. Consult with the Deputy Community Development Director or designee and/or the designer of the proposed project at their request in order to facilitate necessary corrections by the designer of the calculations, drawings, and specifications. The Contractor is to submit a copy of all such correction lists to the City.
  - I. Forward approved plans, calculations, and related documents to the City. Approved plans shall be identified as being approved.
  - J. Maintain records related to plans reviewed, including all turnaround times.

## Scope of Work

- K. Respond to telephone inquiries about code requirements and plan check procedures relating to assigned projects. These inquiries may relate to plans in process by the Contractor or may relate to plans checks which have been completed but where construction is still in progress. These telephone inquiries may be made directly to the Contractor's place of business or to the Contractor's plan reviewer(s) on the days they are present at the City office. The Contractor shall provide a toll-free telephone number and the contact information for the person assigned for applicants.
  - L. When requested, provide personnel to perform plan reviews "in house" within the City's Community Development Department. In this case the City will provide a work area, phone, and computer.
2. **Building Inspections:** These tasks, when assigned a project, will be performed by the Contractor as determined by the City.
- A. Report to the City Inspection Section at the beginning of and prior to the end of each regular work day to complete required paperwork and update inspection results within the City's inspection tracking system.
  - B. Review assigned project plans for compliance with code requirements and discrepancies after permit issuance. Compliance with code or discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electric, Plumbing Codes, and ADA regulations mandated by the State and City ordinances and Department policies and applicable laws in effect at the time of application for construction permits.
  - C. Contractor to notify COTR and project contractor of any discrepancies.
  - D. Inspect commercial, industrial, or residential buildings during various stages of construction such as foundations, concrete, steel, masonry, framing, plastering or a large variety of other complex and routine building system elements to ensure compliance with applicable City codes, amendments and ordinances.
  - E. Coordinate inspection activities with other City departments and divisions; confer with architects, engineers, contractors and superintendents in the field and office.
  - F. The Contractor shall provide the inspector(s) with a cell phone, hand tools, code books, any safety equipment required by an assigned project or any city, state or federal laws or ordinances and a vehicle insured per City requirements when performing inspection services on behalf of the City.
  - G. Respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. These inquiries may relate to inspections in process by the Contractor or may relate to inspections which have been completed but where construction is still in progress.
  - H. Contractor is to use existing City correction notices or other forms and shall follow all policies and procedures of the City's inspection section.

# Scope of Work

## Time Limits for Performance

1. The maximum plan review turnaround times (working days excluding City holidays) for initial review, rechecks and completion of lists of corrections shall be as follows:

Type of Plan	NUMBER OF WORKING DAYS		
	Initial Check	Recheck	Expedited (Initial/Recheck)
Residential, including additions and/or accessory buildings	10	5	5/3
Single Family Dwelling	10	5	5/3
Duplex Dwelling	10	5	5/3
Multi-Family (3 Units or More)	14	5	5/3
Commercial/Industrial Buildings	14	5	5/3

2. All assigned inspections, on a project, shall be completed on the same business day assigned.

(The above times do not include the date on which the plan(s) are picked up from the City office)

## Distribution of Work

The City intends to distribute work, not necessarily in the order listed below, based on the Contractor's:

1. Capability to do the work;
2. Quality of work;
3. Personnel qualifications; and
4. Cost

Among the selected Offerors, the City reserves the right to send specific types of plan check, inspection or planner work such as commercial or industrial projects to the Offeror based on the above factors which is in the best interest of the City.

## Conflicts

Contractor(s) shall abide by the Conflict of Interest laws of the State, by Conflict of Interest requirements of the RFP, and by the following Conflict of Interest Code:

1. Contractor shall not knowingly recommend approval of designs or inspections of designs or methods of construction that do not meet City codes, ordinances and standards without prior approval from the City. The City may reject the recommendations.
2. Contractor shall not accept for plan check, inspection or planner services from other designers or developers where past relationships between designers or developers, either friendly or hostile, could lead to doubt of objectivity in the process.
3. Contractor shall not provide plan checks, inspections or planner services where the drawings have been prepared for a developer who is or has been a client of the contractor on other projects within the past year.
4. Within three (3) months subsequent to plan check, inspection or planner work for a developer, Contractor shall not undertake plan check, inspection or planning work for that developer.

# Scope of Work

5. Contractor shall not use its position as plan reviewer, inspector or planner to further its own interest or use knowledge gained in the process to the disadvantage of the designer of the building plans, nor use this knowledge to create an unfair advantage for the contractor over the designer of the building plans.

## **Contractor Location**

Offerors who do not have an office within the City of Tempe must address and clearly demonstrate (within their written proposal response) alternate plan review arrangements, including, but not limited to how they propose to provide the following:

1. Cost-free mail usage for pick-up and delivery of plans to both the applicants and the City, and the convenience or ease of access between the applicant and the City.
2. Toll-free phone usage, number of toll-free line, etc. for discussion of corrections on plans or projects under construction by the applicant or by the City.
3. Qualified personnel in sufficient number and frequency for the Contractor to cover assigned project plan check, inspection or planner workloads, answer plan review or planning questions on specific projects being processed, or to answer questions relating to plans checks or planning issues which have been completed, but where construction is still in progress.

## **Contractor Capabilities**

Offerors shall submit a description of their capabilities in the management of technical programs of the nature described within this RFP as related to the past five (5) year period. This information is to be supported by submission of resumes of managerial personnel (not considered as direct labor under the proposed contract) with a list of contracts for similar services completed, or underway, including the name(s) of the customer agency, point(s) of contact with telephone number(s), and the dollar value of each such contract, including a brief synopsis of each similar project.

## **Cost Proposal**

Offeror shall complete the Pricing Section for plan review services in conformance with the qualifications section. There will be no additional payment of fees and compensation except those clearly identified in Offeror's proposal(s) to the City.

# Structure of Proposal

Offeror's shall submit their proposal responses in the following structure.

1. Complete and signed Vendor's Offer, page 33 of the RFP.
2. *Qualifications Section* (as outlined on page 22) shall include their years of experience as a plan check and building inspection firm; identification of staff to be assigned to the City of Tempe account with an enclosed resume for each (stating education, professional certifications, and work histories) as related to the requirements of this RFP.
3. *Tasks Required Section* (as outlined on pages 23-24) Provide the proposed methodology for completing the tasks required.
4. *Time Limits for Performance Section* (as outlined on page 25) Offeror shall address their initial and recheck turnaround times for each type of plan.
5. Offeror must address their response to the *Conflicts Section* (as outlined on page 25).
6. *Contractor Location Section* (as outlined on pages 26) shall identify offeror's office location address(es) for the City of Tempe account; their primary and secondary method of contact with City staff and plan check applicants; their mailing methods and associated turnaround times and costs (if any) to the City or applicant; their method of "toll-free" contact; hours per day and days per week for telephone calls; frequency of on-site visits to the City plan check intake offices; etc.
7. *Contractor Capabilities Section* (as outlined on page 26) shall include a projects list of similar size and scope work performed within the past five (5) years, including customer contact names, telephone numbers, nature and scope of plan check and building inspection. The dollar value of each contract shall be provided within your proposal and is subject to verification.
8. Offeror must provide complete the *Pricing Section* with fee and compensation prices for their Cost Proposal. There will be no additional payment of fees and compensation except those clearly identified in Offeror's proposal(s) to the City.

# Proposal Evaluation

**Proposal Contents** – Listed below, in descending order of importance are the primary factors which will be considered in the evaluation of the Offeror's technical proposal. While cost is an important evaluation factor, it is not the only factor for the technical proposal. In preparing proposal responses, it should be noted that the City intends to award multiple contracts for this service.

1. **Contractor Personnel & Qualifications:** Familiarity on the part of offeror's staff with the requirements related to building, structural design, electrical, plumbing, mechanical, sound, and fire resistance; access and exit facilities; building foundations in relation to soil and conditions; grading; compliance with State energy conservation and ADA requirements; and compliance with City of Tempe Zoning Ordinance. Required experience in building construction plan review, building inspection and fire regulations. Special expertise will be considered.

Qualifications of offeror's staff specifically assigned to the City, experience of offeror's firm in performing plan checks or building inspections services of the nature described in this RFP, and past record of performance (references, etc.) shall be used to judge this evaluation criteria.

2. **Costs:** Proposed plan review and building inspection services and associated costs to the City, including price fees and compensation. There will be no additional payment of fees and compensation except those clearly identified in Offeror's proposal(s) to the City.
3. **Methodology for Performing the Tasks Required:** Proposed plan to complete work required for plan review and building inspection services to include completion timelines. Identify any work that will be subcontracted and the subcontractors to be completing the work. Provide a description of the subcontractor's qualifications to perform the work.
4. **Corporate Resources:** Capacity and resources to perform the work described in this RFP is critical. The offeror's access to both corporate and outside resources and expertise for completion of all tasks shall be used to judge this evaluation criteria.
5. **Proposal Content:** Ability of the offeror to provide all required information at time of proposal opening. Ability of offeror to comply with City's contractual terms and conditions shall be considered.

# Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

## Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Contractor Personnel and Qualifications	30	X			
2.	Costs	25	X			
3.	Methodology for Performing the Tasks Required	20	X			
4.	Corporate Resources	20	X			
5.	Quality and Completion of Proposal Content and Documentation; Acceptance of City's Terms and Conditions	10	X			
				<b>Total</b>	<b>=</b>	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

## Scoring

<i>Outstanding</i>	9 - 10
<i>Good</i>	6 - 8
<i>Average</i>	3 - 5
<i>Poor</i>	1 - 2
<i>Not Addressed or Unacceptable</i>	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

# Pricing Section

**“Return this Section with your Response”**

**Plan Review Services** – Pricing for plan review services shall be based upon a percentage of the City’s Collected Plan Check Fee. A current table of the City’s Plan Check Fees can be found at <http://www.tempe.gov/city-hall/community-development/development-services/fees>. The City’s standard plan review fee is limited to three (3) reviews.

Structure Type	Initial Review	Second Review	Third/Additional Review
Single-family residences, duplexes, garages and related structures	%	%	%
Multiple Residences (apartments, condominiums)	%	%	%
Commercial/Industrial building and other related structures	%	%	%
High-rise mixed use residential/retail buildings	%	%	%
Indicate any fees for expedited reviews			
Indicate any fees for deferred submittals, construction change directives and revisions			

**Turnaround Times for Review Services** – Indicate your firm’s turnaround times for each of the following:

Single-family residences, duplexes, garages and related structures	Business Days
Multiple Residences (apartments, condominiums)	Business Days
Commercial/Industrial building and other related structures	Business Days
High-rise mixed use residential/retail buildings	Business Days
Expedited Reviews	Business Days

**Inspection Services** – Pricing for inspection services shall be based upon an hourly rate

<u>Job Description</u>	<u>Hourly Rate</u>
Principal Engineer	\$
Project Manager	\$
Planning Manager	\$
Project Engineer	\$
Construction Manager	\$
Plan Reviewer	\$
Engineer	\$
Senior Planner	\$
Special Districts Manager	\$

# Pricing Section

**“Return this Section with your Response”**

<u>Job Description</u>	<u>Hourly Rate</u>
Senior Designer	\$
Planner	\$
Public Works Inspector	\$
Building Inspector	\$
CAD Drafter	\$
Technician	\$
Administrative	\$
Additional Job Descriptions (not listed above)	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Identify any additional charges not identified above	
	\$
	\$
	\$
	\$
	\$
	\$
	\$

# Pricing Section

**“Return this Section with your Response”**

\* Applicable Tax \_\_\_\_\_ %

**\* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of \_\_\_ % \_\_\_ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

## Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores  
Carlene Foster  
Scott Gruber

Letters A – H and Numbers  
Letters I – Z  
General AP Inquiries and AP Checks

# Vendor's Offer

**“Return this Section with your Response”**

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

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

Company Purchase Order Mailing Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Remit to Information

Company Name (as it appears on invoice): \_\_\_\_\_

Company Payment Remit to Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: \_\_\_\_\_

Payment Options

Will your company accept the City’s Master Card for payment? Yes  No

Will your company accept Payment via ACH (Automated Clearing House) for payment? Yes  No

## THIS PROPOSAL IS OFFERED BY

### REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

\_\_\_\_\_  
Signature of Authorized Offer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Authorized Individual

\_\_\_\_\_  
Title of Authorized Individual

# Anti-Discrimination Policy



## COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

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The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

### Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

### Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

### Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

### To be completed by responding company and returned with submittal:

- \_\_\_\_\_ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- \_\_\_\_\_ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

# Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

## AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

# Supplier Sustainability Questionnaire

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit <https://www.tempe.gov/government/sustainable-tempe>.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
<b>Corporate Sustainable Actions</b>		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials ( <i>such as cleaning products, etc.</i> )?	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

# Supplier Sustainability Questionnaire

Item	Question	Response
<b>Product Sustainable Attributes</b>		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate	
3.	Does the product being offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	
5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

**Greenhouse Gas Calculators:**

<https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

**Sustainable Packaging:**

<https://www.epa.gov/smm/sustainable-packaging>

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data>

**Cleaning Products:**

<https://www.epa.gov/saferchoice>

**Tool to Measure and Track your Waste and Recycling:**

<http://www.epa.gov/smm/wastewise/measure-progress.htm>

**Water Conservation:**

<http://water.epa.gov/polwaste/nps/chap3.cfm>

# Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked <b>“Return this Section with your Response”</b> are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	All items included within structure of proposal (page 27) are included	
6.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
7.	If company has 15 or more employees include a copy of its anti-discrimination policy	
8.	Signed Addenda (if applicable)	
9.	Supplier Sustainability Questionnaire	

**Alert** – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:

<https://ww2.tempe.gov/bids/>

# Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Issue Date: | 07/13/2021

This addendum will modify and/or clarify: Solicitation No.: | 22-002

and is Addendum No.: | 1

Procurement Description: | Plan Review and Building Inspection Services

Changes to the solicitation are as follows:

1. The RFP Due Date and Time is hereby changed to **Thursday, July 29, 2021, 3:00 P.M. Local Arizona Time.**
2. Add the following paragraph to the Special Terms and Conditions beginning on page 16 of the Request for Proposal.  
**20. Contract Submittal:** Offeror is to furnish a copy of its proposed Contract with its proposal response. Contractual considerations are an important evaluation factor and will be considered in making an award decision. Any proposed Contract should be tailored to the specific requirements of the City's Request for Proposal and overall conformity with the City's Request for Proposal requirements. The failure of an Offeror to reach an acceptable Contract to the satisfaction of the City will result in proposal rejection.

The following questions were received and answers given in response to this RFP:

1. It is stated that an offer to contract with the City will be based on the terms and conditions contained in the Request for Proposal. However, the terms and conditions listed on pages 8-20 appear to be for a contractor and not a provider of professional services. Can you please advise if these are in fact the terms and conditions the City intends to utilize for this scope of work?

*Answer: Please feel free to submit a copy of your firm's proposal or alternate terms and conditions with its proposal response for the City to consider during the evaluation. Additionally, the Contract Submittal paragraph is added to the RFP's Special Terms and Conditions. Please refer to Change #2 above.*

2. Typically, Inspection Services are priced as Residential or Commercial only and not by Job Description. May we simply complete the form stating "N/A" for each item and add the services we are providing at the end of the section, i.e., residential and commercial inspections?

*Answer: The City currently operates with an hourly rate of inspections that covers all types. We have an established operation whereby the third party inspectors are combination type and are assigned work as needed. The proposed change and pay structure is not acceptable.*

3. Would you be able to inform us, on average, the amount of plans weekly or monthly that the City anticipates the 3rd party provider will have? If that information is not available, can you inform us the number of plans the City does itself.

*Answer: The amount of third party plan review services for the past 2 years is as follows:*

*2019 – 36 reviews total (average 3 each month)  
2020 – 7 reviews total (average 1 every other month)*

4. What type of plan reviews are the bulk of services? Residential or Commercial? And what type (high risers, accessory dwelling units, photovoltaic reviews, etc.?)

Answer: *A majority of the plan reviews are commercial projects and are an even split between high rise and single story. Additional details regarding the types of the reviews are not readily available in a timely manner.*

There are no other changes at this time.

***Please ensure that you sign and submit this addendum by the revised RFP due date and time identified above.***

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The balance of the specifications and solicitation instructions to remain the same. Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with the proposal response. Failure to sign and return an addendum prior to proposal due date and time may make the /proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

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Name of Company

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By – Name and Title (Please Print)

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Email Address

---

Telephone

---

City State Zip

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Authorized Signature