

PROFESSIONAL SERVICES AGREEMENT
MURPHY PARK LIGHTS DISPLAY
City of Glendale Solicitation No. RFP 21-15

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Credit Management Group, LLC dba Christmas Light Decorators, an Arizona corporation, ("Consultant") as of the ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

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

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

3.3 Compliance.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$86,312 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

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

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

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

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

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

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

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Credit Management Group, LLC dba Christmas Light Decorators
 c/o Douglas Topham
 PO Box 21141
 Mesa, AZ 85277

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Anthony Weathersby
 5850 W Glendale Ave, Suite 317
 Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

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

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

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

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

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

15. Term.

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

15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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

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

Exhibit A Project
Exhibit B Scope of Work
Exhibit C Schedule
Exhibit D Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney


Credit Management Group, LLC dba Christmas
Light Decorators,
a Arizona corporation

By: Douglas Topham
Its: Managing Member

EXHIBIT A
Professional Services Agreement

PROJECT

Contractor to provide holiday lights throughout specified areas for City of Glendale's downtown Murphy Park per RFP 21-15.

	City of Glendale Solicitation Number: RFP 21-15/42100059 MURPHY PARK LIGHTS DISPLAY RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Offeror's to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: Credit Management Group, LLC, DBA Christmas Light Decorators

OFFEROR ADDRESS: PO Box 21141, Mesa, AZ 85277



City of Glendale
Solicitation Number: RFP 21-15/42100059
MURPHY PARK LIGHTS DISPLAY
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

OFFER SHEET (Must be printed, signed and returned)

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

[Signature]
 Authorized Signature

03/29/2021
 Date

Aaron Farrelly
 Printed Name (Authorized Signatory)

Credit Management Group, LLC
 Legal Company Name

CEO
 Job Title

Offeror Certifies it is a (check only one):
 Proprietorship Partnership Corporation

aaron@cladaz.com
 Email Address

PO Box 21141
 Mailing Address

480-967-1122
 Phone Number

Mesa, AZ 85277
 City, State & Zip Code

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

Ben Bennett
 Contact Name

480-967-1122
 Phone Number

Ben@cladaz.com
 Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 90-0283432

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE? 2028109

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

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

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

Exhibit 1 – Special Notices

Exhibit 2 – RFP Standard Terms and Conditions

Exhibit 3 – Insurance Requirements

Exhibit 4 – Template Agreement



City of Glendale
Solicitation Number: RFP 21-15/42100059
MURPHY PARK LIGHTS DISPLAY
RESPONSE WORKBOOK

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. CAPACITY AND BACKGROUND (40%)

1.1 Offerors shall describe the company's profile and history. Summary should include, but not limited to, the firm's resources, the number of years in business and history of demonstrated competence.

Christmas Light Decorators (CLD) is one of the largest providers of holiday lighting, décor, and installation throughout the western United States. We currently service the majority of Arizona cities, including Scottsdale, Glendale, Peoria, Chandler, Prescott, Williams, Ahwatukee, Tucson, and Tempe, along with hundreds of shopping centers, casinos, and resorts throughout Arizona, Southern California, Texas, Utah, Nevada, and Washington state. In 2020 CLD completed over 300 installations.

Our experience and capability are unparalleled. Spanning over 30 years, CLD has grown from a small, family-owned local business to a sophisticated multi-state industry leader. We collaborate directly with manufacturers from all over the world to create custom, cutting-edge displays of any magnitude and scope. We enjoy the privilege of partnering with our clients to bring to fruition the experiences they envision.

We have always led the industry, pioneering emerging styles and trends, products, and technologies. We were the first in Arizona to use cluster lights, LED lights, programmable RGB, branch instead of panel trees, laser projection lights, motion-activated lights, walk-through displays, photo pods, and custom-designed decor that celebrates and incorporates local, natural desert themes. As our client, Glendale Glitters has launched the unveiling of many of these new designs in a public setting.

CLD's foremost motivation is a commitment to our Core Values. Our company embodies these qualities in order to drive our work and relationships toward excellence and success:

- Integrity: We hold each other accountable for doing the right thing.
- Work Ethic: We take pride in getting our hands dirty and getting the job done.
- Communication: Effective, open, and honest communication keeps our team on the same page.



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Glendale, Arizona 85301

- Clients' Needs First – Always: Even when it isn't necessarily our fault, we err on the side of keeping our clients happy.
- Attention to Detail: This is important in every aspect of what we do. Our clients expect perfection, and we enjoy delivering it.

Resources include the following:

- 40,000 square feet of climate-controlled warehouse space
- \$2 million dollars of company-owned lights and inventory on hand
- (12) company-owned bucket trucks with 45-foot booms
- (9) company-owned pickup trucks
- (3) company-owned trailers
- (9) leased 24-foot box trucks with loading gates
- (30) leased 35- to 110-foot lifts
- (90) peak employees, including graphic design artists, animated lighting specialists, dedicated account managers, and OSHA-certified crew leaders
- International design and manufacturing partners in Italy, the Philippines, and Asia



- 1.2 Description of previous work within the past three (3) years performed of a similar size, scope and an outdoor display with a minimum of one million lights. Offerors should submit photographs or video samples of previous or current work that demonstrate creativity and uniqueness.**



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City of Scottsdale and McCormick-Stillman Train Park

- The city's holiday display spans several miles of downtown Scottsdale—including Old Town, the Waterfront, Soleri Bridge, and multiple locations along Scottsdale Road, Main Street, and Goldwater Boulevard—as well as the city-owned McCormick-Stillman Train Park.
- The project scope includes lighting over 170 trees, including palms up to 70 feet tall, various desert trees, and large sissou trees; installing over 100 wreaths; a 30-foot traditional tree, 34-foot RGB custom animated tree, and multiple tower trees; over 50 pole decorations and skylines; 1,500 feet of light line; 245 LED-lit spheres; oversized walk-through ornaments, photo pods, custom décor, fiberglass props, bistro lights, and elegant LED curtains.
- CLD collaborated with Scottsdazzle to create a uniquely Scottsdale experience. Last year, this collaboration expanded to include a creative sensory environment that complied with COVID-19 safety restrictions. This culminated in an inaugural Scottsdazzle Stroll through an immersive but contactless, socially-distanced 3-day event to replace the traditional tree lighting ceremony from previous years. This health-conscious, family-friendly event was highlighted in KTAR News. <https://ktar.com/story/3691914/city-of-scottsdale-unveils-3-night-inaugural-scottsdazzle-stroll/>
- We helped McCormick Train Park create a landscape in which to execute their traditional holiday event for families in a COVID-19-friendly manner, running from the end of November into January.
- CLD stores all the inventory for the City of Scottsdale and McCormick-Stillman Train Park in our climate-controlled warehouse.

Domain Northside in Austin, TX

- This shopping center is the most elite mixed-use and retail space in Austin. CLD acquired this client as a direct result of our commitment to our Core Values. After working successfully with Scottsdale Quarter for many years, their Marketing Director was transferred to Domain Northside. Texas has several local companies that provide holiday services; however, knowing how complicated and critical the holiday season is for retail and tourism, this client only felt comfortable using our services because of the reliability and excellence she had come to expect from CLD.




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- The development of scope for Domain Northside took several months of working with both the client and our team of Italian designers to create an innovative package that blended the comfort of traditional décor with the spirited novelty of contemporary design.
- Ultimately, the installation included over 120 garland pole wraps; 12 large, live, feature oak trees lit with a high-density application of an average of 400 light strands each; 40 additional trees lit throughout the property; overhead light displays, including icicle lights, custom skyline designs, and oversized LED-lit suspended props; several 3-D LED-lit gift boxes customized with Domain Northside’s logo; a 24-foot RGB animated tree synchronized to music, with a custom base backlit with the brand logo of Domain Northside.
- Alison Goodman, Senior Marketing Director at Domain Northside, said of this installation, “Never in my life has décor in person looked better than a rendering and you guys pulled it off” (quote shared with permission).

Scottsdale Quarter

- Scottsdale Quarter is undoubtedly Arizona’s premiere outdoor mixed-use and retail space. CLD has been Scottsdale Quarter’s exclusive holiday partner for over a decade. CLD regularly alters and adds brand new elements every year, according to the client’s preference, to keep the project fresh and exciting.
- Last year’s holiday scope included 3 oversized 30-foot wreaths installed with cranes; lighting of over 100 palm trees, including 47 fronds; lighting of over 100 additional various desert trees, like palo verdes and ironwoods; a 24-foot RGB animated tree synchronized to music; 45 garland pole wraps; fiberglass props, such as 7-foot ornaments, 10-stack ornaments, photo pods, and 13-foot nutcrackers; a contemporary European LED walk-through tree; custom Germanic Christmas village displays for Santa visit, designed and assembled by CLD; custom graphic photo stations.
- Because CLD has such a strong partnership with Scottsdale Quarter, we are often called on for year-round services unrelated to Christmas. The CLD team is so dynamic, flexible, and client-oriented, that we are able to adapt to any task or situation that arises. Year-round services have included palm frond maintenance; building and installing sets for restaurants and common areas; installing shade canopies; procuring, installing, and storing various seasonal decorations and props throughout the year.
- CLD stores all the inventory for Scottsdale Quarter in our climate-controlled warehouse.

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Ahwatukee’s Festival of Lights

- The stretch of Ahwatukee that makes up the popular Festival of Lights includes several miles of median lighting of a variety of cacti, desert trees, and ocotillos.
- This is a complicated installation that requires city-permitted coordination for a multi-day barricade plan on the busy Chandler Boulevard to safely complete the job. It also requires use of 6-8 bucket trucks to complete lighting high into tree canopies. Job safety is ensured by OSHA-certified crew leaders.
- CLD stores all the inventory for Ahwatukee in our climate-controlled warehouse.

1.3 Identify key personnel and relevant work experience that will be assigned to this contract. Offeror should describe the key personnel’s knowledge and experience in undertaking similar projects in the last five years.

Aaron Farrelly – CEO
 11 years with CLD
 OSHA 30 certified

Aaron started as a field technician and advanced to oversee some of the largest and most complicated installations in the company. His portfolio includes Desert Diamond Casinos, City of Tucson, Ritz Carlton, and The Shops at the Bravern.

Luke Del Bianco – Director of Sales
 17 years with CLD
 OSHA 30 certified

Luke is one of the lead designers in the company with unrivaled experience in helping clients make an impression. His portfolio includes Scottsdale Quarter, Domain Northside, CityScape, Arizona Center, and Talking Stick Resort and Casino.

Ben Bennett – Director of Account Management
 8 years with CLD
 OSHA 30 certified

Ben’s primary focus is client satisfaction through well-executed project management systems that ensure smooth installations. He is also the animated lighting expert at CLD. Ben is the primary manager who has helped transform Glendale Glitters into the masterpiece it is today. Other noteworthy clients in his portfolio include the cities of Peoria, Chandler, Scottsdale, and Tempe.

Richard Plascencia – Operations Manager
 5 years with CLD



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OSHA 30 certified

Richard oversees scheduling, manages crew leaders, maintains the fleet, chairs CLD's Safety Committee, and trains all new hires on CLD's safety protocols. His vast experience in the large-scale operations industry prior to joining CLD has helped CLD become more efficient and proficient.

Abel Rodriguez - Crew Leader

4 years with CLD

OSHA 10 certified

Abel has been the onsite Crew Leader at our biggest installations for many years, including Glendale Glitters for the last 2 years. He has supervised the City of Tucson, City of Scottsdale, McCormick-Stillman Train Park, Town of Williams, and others. He has also supervised out-of-state jobs, including Domain Northside in Austin, TX, and the City of Huntington Park, CA. In addition to being OSHA certified, he is experienced and certified in operating machinery and lifts up to 120 feet.

Several additional key members of CLD's team will help ensure Glendale Glitters is a success: Darin Osborn (Account Manager), Joseph Topham (Account Manager), Linda Bernal (HR and accounting), Natascha Jewel (Production Manager), Cannon Klein (Supply Chain Manager), Michael Keyton (Crew Leader), and Carlos Barbosa (Crew Leader). This team has a collective experience exceeding 25 years. All Crew Leaders are OSHA 10 certified.

1.4 If subcontractor(s) are used, Offeror shall identify the subcontractors' roles, responsibilities and relevant work experience.

No subcontractors will be used for the duration of the proposed contract. We feel a job of this magnitude and importance would be compromised by utilizing subcontracted labor as opposed to employees directly under our supervision who share our core values and vision.

1.5 Offeror shall provide an inventory list of all equipment that will be used for this contract.

CLD will use the following equipment for completion of this contract:

- 20-foot container
- 32-foot scissor lift
- 85-foot lift
- 125-foot lift
- 6 bucket trucks
- 4 pickup trucks
- 3 box trucks
- Extension and A-frame ladders from 8 to 40 foot in size
- 20-foot portable storage unit
- Traffic safety signs
- Straps, blankets, and racks for transportation and storage of inventory



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1.6 Offeror shall describe a safety plan for all employees and equipment during holiday light installation and removal.

Over the last several years, safety has become a critical focus of CLD’s operation. Rigorous training has been incorporated into our orientation for new employees and then as an ongoing requirement for all employees. We have implemented new methods of installation in order to protect the wellbeing of our team. We provide our workers with lift training, OSHA certifications, ladder training, fall protection training, hydration best practices, etc. We also have a strict no-climbing policy. CLD is proud to report zero workers compensation claims in all of 2020. We have a culture where close calls are reported constantly so we can learn together and improve our practices accordingly.

In addition, as a result of current COVID-19 concerns, we have reiterated and enhanced our company hygiene protocols to ensure compliance with health measures recommended by the CDC and local government mandates.

In addition to the above, please refer to CLD’s Site Specific Safety Plan for Glendale’s scope of work.

1.7 Offeror shall indicate whether or not the company has the services of a licensed electrician who can service the Glendale area and available at short notice for repairs or troubleshooting.

We have several reliable electrical contractors we partner with. In fact, this year we are working with Ahwatukee on upgrading all their electrical infrastructure to allow for more lighting and less outages due to electrical deficiencies. We coordinated all electrical work between Ahwatukee and the contractor.

1.8 Offeror shall provide DETAILED description (no more than 5 pages for each customer) of a minimum of three (3) customers, excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope and outdoor as specified in this Request for Proposal, during the past three (3) years. Include the length of any contracts listed.

See Attachment “1.11 – Existing Customer Profiles”

2. DESIGN CREATIVITY AND METHOD OF APPROACH (35%)

2.1 Conceptual drawings and designs of lighting and decorations plan for the City’s holiday lights display shall be submitted showing proposed new, creative and press worthy light designs and technology, color scheme to highlight the creative use of color in lighting trees to produce the most dramatic effect. This



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should describe everything included as part of the proposal pricing provided in the Pricing Workbook. (Please DO NOT include any pricing in this response)

Three cumulative elements differentiate Glendale Glitters from other holiday lighting events: the quantity of lights, uniqueness and diversity of lighting, and density of lighting application within the park. CLD has created a custom design plan to transform Murphy Park and downtown Glendale into the immersive and interactive experience that is quintessentially Glendale Glitters.

In the 2021 season, we will build on the lighting traditions that have set Glendale apart, creating more captivating displays that knit a sense of wonder and connection in residents and patrons.

CLD's vision for Glendale Glitters involves a vast variety of lights, colors, and one-of-a-kind props. This design plan is tailored to amplify the atmospheric and historic attributes of downtown Glendale and the park. During the design phase each year, our prodigious selection of feature inventory is available to Glendale Glitters for year-by-year substitutions, so each holiday season is extraordinary and transformative.

Above all, we will cover downtown Glendale with an application of tree lighting coupled with LED lit props. CLD only uses professional-grade LED mini lights that we source directly from our manufacturing partners throughout the world. The quality of the lights and décor is imperative to the dependability of our products and the immersive nature of this event. Because we only use professional-grade lighting, the visual experience we create is bright, vivid, and consistent. The specific design options are detailed and pictured in the subsequent pages of this workbook.

2021 and Beyond

If CLD is awarded the contract, part of this undertaking would include actionable, long-term goals. We would open a discussion on three strategies for expanding the potential of Glendale Glitters:

- *Enhance park infrastructure for more overhead lighting possibilities.* A simple example is permanent sleeves, buried in the ground. During events, poles could be erected inside these sleeves to serve as anchor points for safely suspending overhead decor and displays. Overhead elements add dimensional vitality.
- *Increase electrical power available in and around Murphy Park.* We would help plan and coordinate operations to guarantee there is enough power to accommodate the ambitions of the city.
- *Expand the year-round utility of Murphy Park in conjunction with the Glendale Glitters brand.* The outdoor amphitheater, the atmosphere, the spacious urban greenery, and the historic prominence constitute a framework replete with possibilities. Products with multi-use features would grant more leverage to the park. For example, in the past, we have refashioned giant Christmas bears into Valentine's Day bears. We also have photo frames with interchangeable decals for each holiday and season to garner renewed attention and interaction throughout the year. Reusable options are not only



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environmentally considerate, but they also provide maximum economic value and extend the reach of the city's budget. We want to help Glendale brand this area as a living, fluid celebration for families and the community throughout the year.

All of the key elements that we have designed for Glendale Glitters for the 2021 season are included in the tree schedule provided as an attachment. **Although the items included are the suggested scope for the holiday lighting, we understand that the City of Glendale will need us to be flexible and operate within their yearly budget and we are flexible to modify, scale up or scale down the scope based on those needs. We will create each yearly scope based on the budget approved for each fiscal year.**

2.2 Offerors shall detail their method for installing lights throughout the locations described in question 2.1.


The work culture at CLD prioritizes safety and respect for property during all installations. Our methods reflect the best industry practices for installation. Our Crew Leaders and Account Managers are all OSHA-certified. We have a strict no-climbing policy; instead, our crews are extensively trained in appropriate utilization of ladders, bucket trucks, and lifts for elevated installs.

Glendale Glitters will be primarily scheduled for night installations. We are constantly reevaluating and improving our processes. In this vein, last season we discovered that a night installation for most parts of Glendale's scope yields a smoother, superior experience. Not only is it safer--our crews are out of the way of pedestrians and other traffic; our crews are also protected from the extreme daytime heat--but it is better for quality control. At night, lighting can be visibly checked for proper functioning and aesthetics throughout installation.

We employ proprietary methods of light wrapping. CLD crews are trained in a spiral tree-wrapping technique that ensures even spacing, proper distribution of lights among the trunks and branches, and a consistent artistic outcome throughout the park. We install strands precisely to always avoid slack or excess lights trailing off.

CLD will carefully map out power sources prior to installation to ensure even, adequate, safe power distribution for all lights and lighted displays. We use techniques to secure and hide power cords for both safety and aesthetic purposes. This includes routing power overhead whenever possible and using sod staples when ground pathways are unavoidable. We use a variety of power cord gauge and length, making certain all power is routed efficiently and in compliance with OSHA code.

CLD will use a variety of ladders, lifts and machinery, and safety signage to install lighting and decor. This equipment will be exclusively operated by employees trained and experienced in its use. An OSHA-certified Crew Leader will always be on the job site, actively overseeing all aspects of the

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installation and use of equipment. In twenty years of work for the city, our company has never experienced an injury in Glendale.

2.3 Offeror shall describe their plan for communicating with City departments to ensure that city and state codes are met, and the power usage is distributed properly.

Communication is a Core Value of CLD. We maintain a standard of open and honest dialogue with clients and among our CLD team members. Operations and Account Managers can be contacted at any time via email, work, and/or cell phone. We will provide project updates, notifications about completed repairs, and other information relating to the project throughout.

In addition to being responsive to our clients, CLD uses internal communication platforms to facilitate constant conversation between our staff and timely replies to any needs or questions. Our primary mode of interoffice communication is through the Microsoft application Teams. If desired, points of contact from Glendale can be invited as guests into a dedicated Glendale Glitters channel to communicate directly through our internal system with any and all associated account personnel.


CLD’s depth of experience is a major asset for code compliance. CLD will ensure power usage is in compliance with safety protocols and OSHA requirements.

If awarded the bid, as part of this contract, CLD will provide an audit of the electrical infrastructure as it relates to power throughout the park and relevant surrounding areas. We will provide notes and pictures of any pertinent information and improvements needed, such as, but not limited to, outlets that are missing waterproof covers, nonfunctioning outlets, etc. This power summation will be provided as soon as possible to allow CLD and Glendale plenty of time prior to the start of installation to collaborate on a plan for any issues of power or infrastructure needs.

2.4 Offeror shall describe how they would respond if there were to be an outage of lights.

CLD takes pride in our responsiveness to onsite needs and repairs. As previously emphasized, we value communication, which plays a key part in our unparalleled client satisfaction. Glendale will have dedicated Account Managers, Crew Leaders, and other team members familiar with the project scope, all of whom can be contacted in multiple ways for any needs.

In the event of an outage or other repair need, CLD will respond within 4 hours and a CLD technician can be on site to assess and/or complete repairs within 24 hours. We also have two OSHA-certified Crew Leaders (including Abel, Glendale’s primary Crew Leader) that live within 4 miles of Glendale Glitters for added availability. For issues that cannot be readily resolved, pictures are taken, and

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documentation is submitted on our dedicated Glendale Glitters channel on Teams so that everyone involved is aware of the problem and its status in being resolved.

Because CLD makes regularly scheduled onsite quality control checks as part of any seasonal contract, we often note and complete any repair work before our clients even report an outage. We will regularly update Glendale of quality control visits and repairs.

2.5 Offeror shall provide a description of how they manage and respond to various issues such as vandalism and any other potential issues that may arise.

In accordance with our clients’ wishes, we do our best to respond immediately to issues of vandalism, damage from landscaping, accidental displacement or disruption to the displays from pedestrian interaction, etc. With a limited window for the holiday display season, we understand that any downtime due to non-functioning product is time lost.

With this in mind, one solution could include a proactive plan for quicker repairs of park displays that have been disrupted due to vandalism. CLD suggests that Glendale Glitters establishes a capped budget and offers advance approval for automatic replacement and/or repair of damaged or lost items within this budget. Examples of these items include, but are not limited to, extension cords, strands of lights, light bulbs, etc. The cost of item replacements will not cumulatively exceed the amount authorized by the city. Replacement purchases exceeding this budget, if any, would require prior approval. This would allow our crews to more speedily fix any issues, avoid untimely lapses in the process, and keep the Glendale Glitters experience going continuously.

There are many options, however, for addressing the issues surrounding vandalism. We will collaborate with the City of Glendale for the solution that works best for their needs.

2.6 Offeror shall describe how they would transport, and store City owned Christmas tree and decorations.

Under the direct supervision of a Crew Leader and/or Account Manager, CLD’s highly trained Field Technicians and warehouse staff will carefully assemble, disassemble, transport, and store Glendale Glitter’s inventory. We use straps and blankets to securely and gently transport items between Glendale and our climate-controlled warehouse. All inventory is tracked in our inventory management system, which streamlines the storage process and ensures all of Glendale’s property is accounted for and never misplaced or mixed up.

We have developed and manufactured branch racks to store the individual branches of the RGB tree. They protect the tree branches from pressure, scratches, and other damage while securing the branch for both transport and storage, thereby extending the life and beauty of the product. The racks have been custom-created, free of charge, for use in the storage of Glendale’s inventory



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because we value our partnership with Glendale Glitters and always strive to deliver the best service possible to our clients. These racks are exclusively made in-house and are owned by CLD as part of our warehouse management.

Due to our proper care and handling of Glendale's property, the first tree Glendale purchased from how as able to stay in service for 16 years—greatly extending the life of the product. We cannot emphasize enough the critical impact of purchasing high quality products at the best price and then properly storing it in climate-controlled warehouses. We have seen numerous examples in Arizona of decor ruined by being stored in hot warehouses or not stored properly.

Because of our innovation and drive toward excellence, CLD is able to offer a complete package to our clients, including better handling of Glendale's property and superior storage accommodations.


2.7 Offeror shall describe how they will ensure that all timelines are met.

CLD meets our timelines through open communication about expectations, needs, and realistic scheduling criteria. We plan ahead. While we own most of the equipment and machinery we use, when necessary, we reserve external rentals or make purchases well in advance to minimize delays and avoid last-minute scrambling. We utilize project management software to better streamline our processes. Our Core Value of communication means that we effectively coordinate our efforts throughout the company to make sure projects run smoothly and eliminate confusion. We communicate with our clients, as well, to make sure everyone is on the same page.

2.8 Describe a plan to ensure maintenance of areas throughout the term of the contract. This shall include proactive approach and reactive approach to any issues that may arise.

The assignment of maintenance will go primarily to the Crew Leaders who installed the job, so that they will already be familiar with the job features, power sources, and products they may have to troubleshoot. Additionally, these Crew Leaders live 3-4 miles from Murphy Park, which will allow them to make additional quality control visits and make them more available for services and repairs. At no additional cost to Glendale, CLD maintains a portable storage facility stocked with extra supplies and tools near Murphy Park. Crews then have the resources necessary to complete most repairs in the same visit, without sacrificing time requisitioning or transporting additional resources to the jobsite.

After Thanksgiving, CLD schedules regular and ongoing site visits by geographically delineated maintenance crews, who immediately perform any needed repairs. This means that with a team working in the area, we can not only respond to property reports within 4 hours, but we can also complete same-day servicing. An added benefit is that the same Field Technicians will be assigned to Glendale's dedicated maintenance team for the duration of the season, further ensuring consistency

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and jobsite proficiency. Through all these efforts, we anticipate proactively having eyes on Glendale Glitters 3-5 times per week during the maintenance season, as well as being on-call full-time for any additional services needed.

3. COST (20%)

Offerors shall completely fill out the Pricing Workbook and submit separately from this Response Workbook.

VENDOR EXCEPTIONS:

Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

(If there are any exceptions, Offeror shall list here)

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

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

We have received the addendum.

CONFLICT OF INTEREST STATEMENT:

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

CLD has no conflicts of interest in regard to this contract.



SOLICITATION ADDENDUM

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Glendale, AZ 85301
Phone: (623) 930-2864

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Addendum #1 Page 1 of 1

Solicitation Due Date: April 1, 2021, 2:00 p.m. (Local Time)

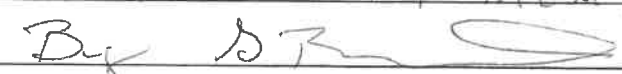
RFP 21-15
MURPHY PARK LIGHTS DISPLAY

As a result of the Pre-Offer Conference for this solicitation, the following clarification has been made to Request for Bids 21-15:

CLARIFICATION:

The City would like to clarify that this RFP would be for a new light display. All displays must include new lights, light strands, and decorations. The City does not own lights or light strands due to all decorations being removed at the end of the holiday season. All proposals must include new lighting including strands in their design.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Credit Management Group, LLC
Address: PO Box 21141, Mesa, AZ 85277
Authorized Signature: 
Print Name and Title: Director of Account Management

Customer Name: City of Scottsdale and city-owned McCormick-Stillman Train Park**Installation Scope:**

- (1) 30FT Tower Tree
- (1) 7.5-foot tree
- (102) 4-foot wreaths
- (4) 6-foot wreaths
- (4) LED-lit Nutcrackers
- (1) 34-foot RGB animated Azimuth Tree
- (1) 24-foot Lancy Tree
- (2) 16-foot Lancy Trees
- (1) 16-foot Curlien walk through Ornament
- (10) Custom Bonpot décor pieces
- (1) 10-foot 3D Radiant Caribou
- (1) 6.6-foot 3D Radiant Caribou
- (1) Fiberglass Gingerbread Photo Pod
- (1) Fiberglass 11-foot Candy Arch
- (1) Fiberglass 6-foot Bear Prop
- (1) Fiberglass Surfing Santa
- (1) 20-foot Walk Through Snowman
- (1) 10-foot 3D Illuminated Gift Box
- (1) 6.5-foot 3D Illuminated Star
- (2) 4-foot 3D Illuminated Star
- (5) 4-foot 2D Illuminated Ring, Gold
- (4) 4-foot 2D Illuminated Ring, Silver
- (1) 7.7-foot 3D Illuminated Ring, Silver
- (1) 4-foot 3D Illuminated Ring, Gold
- (1) Fiberglass Santa Chair
- (2) Fiberglass Fireplace Displays
- (2) 7-foot Fiberglass Candy Canes
- (1) Fiberglass Candy Sleigh
- (1) Fiberglass Cactus Photo Pod
- 1,500 feet of LED light line
- (245) LED-lit Spheres
- (170) Trees lit with LED lights (palms, sissoo, palo verde, ironwood, etc.)
- (62) LED-lit 2D pole decorations







The City of Scottsdale account includes a multi-block area of downtown Scottsdale, as well as the city-owned McCormick-Stillman Train Park. The scope is massive and takes over a month to prepare and install. We then provide event support and maintenance through January.

We won the Scottsdale bid in 2012 and fulfilled a 5-year contract. We were subsequently awarded another 5-year contract in 2017 that we currently service.

We helped Scottsdale create the Scottsdazzle brand that has set them apart and received nationwide recognition.

McCormick-Stillman Train Park, the city-owned park, is included in the scope of their project. The Train Park is a family-focused locale which incorporates the use of color and more family-friendly displays geared towards children.

Planning for the installation of this job starts in January, when we review the previous season while details are still fresh. We evaluate the design, plan adjustments, and brainstorm new elements. We then work from February to August on bringing new concepts to fruition and contextualize them into the existing design. We often meet in our showroom early in the year, where we put new items on display for our clients to choose from.





In August, the Account Manager creates detailed job folders and sits down with the Crew Leaders to begin installation discussions. We ensure that we have all of the appropriate equipment. We double-check inventory and arrange for extra stock in case of scope add-ons, item defects, etc.

In early September, we begin installing lights. Each Crew Leader runs a team of 10-12 Field Technicians. They utilize several bucket trucks each night. They perform this installation through the night for safety reasons and for better quality control—specifically, they visually inspect each batch of lights for consistent brightness. Eventually, the team brings in a 60-foot lift to reach the trees that exceed the bucket truck's reach.

In the Train Park, we light over 70 trees, high into the canopies. Blending complementing colors and decorations is a coordinated effort between CLD and the on-site staff. McCormick-Stillman will typically purchase new items annually from CLD to add to their inventory. Although they install these extra items themselves, they purchase our products for the consistency of quality and design.

We also work on projects for the Train Park throughout the off-season months in preparation for the holidays. For example, in 2020 we built, programmed, and tested newly-added custom RGB Trees of Lights early so they would be ready to go for the holiday season. While the Train Park staff does some lighting in-house, they bring us in for the high-level, complicated installations, such as lighting their 70-foot pine trees.

The installation of décor is more complicated. The Lancy Trees are installed on top of the Soleri Bridge using a 60-foot lift, with light curtains and 6-foot wreaths as backdrops. Illuminated props are secured along the spacious Waterfront, allowing for social distancing without sacrificing ambience. Wreaths and skylines pepper Old Town, Main Street, and Goldwater Boulevard, installed through the night, using bucket trucks and traffic safety measures. LED spheres are installed throughout the treetops with bucket trucks. At McCormick-Stillman, fiberglass props are carefully secured throughout the park. A 20-foot walk-through snowman is strategically positioned at the entrance, an immersive welcome to the park.



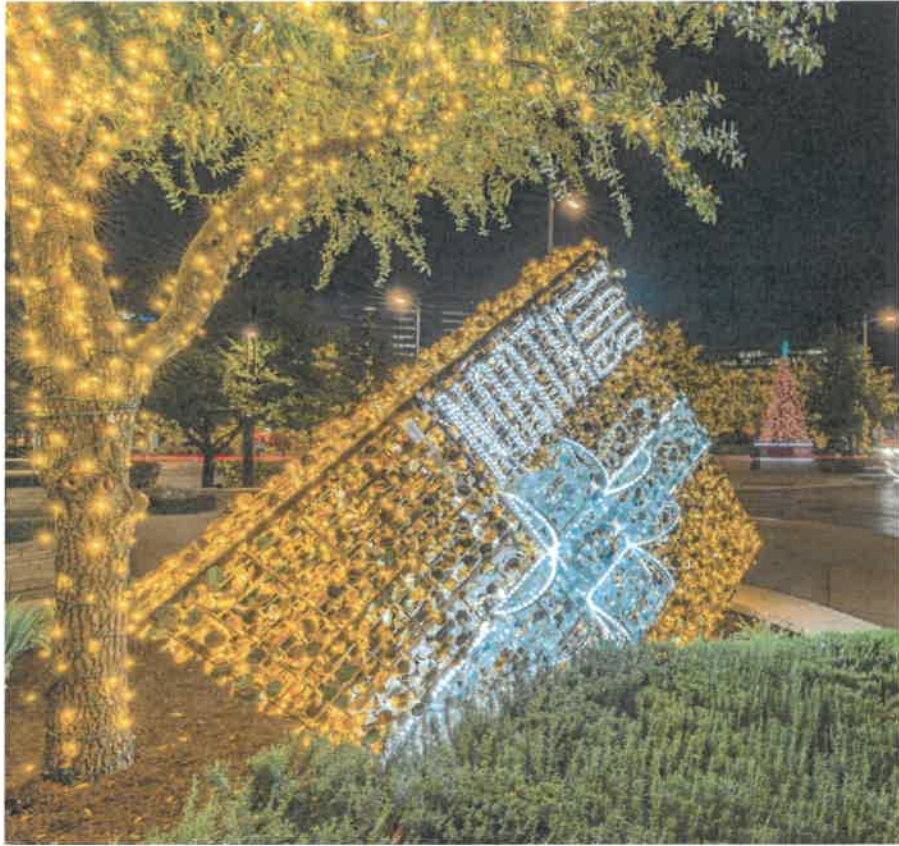
The Account Manager conducts multiple walk-throughs with the Crew Leader throughout the lighting installation phase, the décor installation phase, and upon project completion. As needed, we provide onsite support during lighting events and ceremonies. We then provide regular maintenance throughout the season, both proactive and responsive.

Customer Name: Domain Northside

Installation Scope:

- 24-foot RGB tree with custom RGB star topper and custom branded base
- (5) Lux Giftbox Illuminated Display with branded tags
- (9) Glister overhead giftbox
- Custom branded Skyline
- (150) LED Meteor Lights installed overhead across street
- (60) Garland Pole Wraps with double bow accent kits
- (12) Giant live oak tree lighting (trunk, branches, and canopy)
- (57) Large tree lighting (trunk and branches)
- (7) Overhead Ribbon Skylines
- (19) LED Icicle Light Skylines





Alison Goodman worked with CLD at Scottsdale Quarter for many years before relocating to become the Senior Marketing Director at Domain Northside in Austin, Texas. One of the first calls she placed in her new position was to CLD. Design commenced immediately. Three months of work went into designing a lighting and décor package that fit the culture of Austin and elegance of Domain Northside.



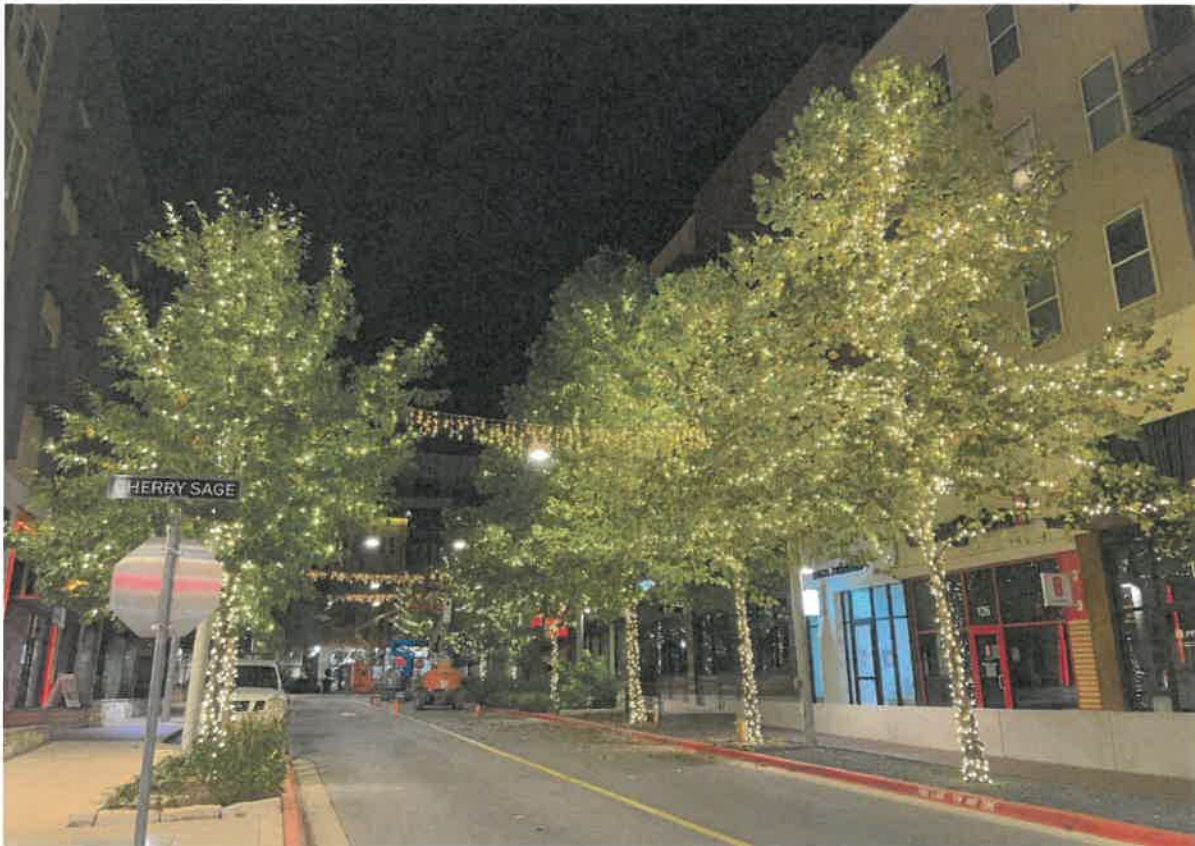


Our design team in Italy put together custom branded illuminated props, such as the Lux gift box, overhead skylines, and a custom backlit base for the RGB tree. CLD's Production Manager and Design Specialist worked hard to create a color palette that complemented the uniqueness of the mixed-use space.



After the design was complete, CLD's team in Arizona started building the greenery—all of which is done in-house—while our team in Italy got to work on production of items like the custom tree base. All of the product was shipped out and scheduled to arrive in Austin during the same week, so it could be unpacked by our team and stored properly until installation.

Lighting installation occurred early in the year. We weren't comfortable hiring a local company to install lights to the level of quality we provide, so we sent out a team of 10 workers from Arizona. We drove two of our 45-foot bucket trucks to Texas, rented, four 30-foot lifts, and went to work. Installing 400 strands of lights in live oak trees is no easy task. Multiple workers spent 2-3 days per tree to place lights on the trunk and every single branch out to the tip. The first phase of the lighting installation took two and a half weeks to complete.



Domain Northside love the result so much, they decided to have us light more trees to support the restaurants in their center that were previously shut down due to COVID restrictions. These trees stayed lit starting in August. Although we are based in Arizona, we wanted to provide Domain Northside the same level of service—including maintenance—as we do for every other client. We partnered with a local company to be immediately available for urgent repairs and then scheduled biweekly trips for CLD technicians to Texas to keep the lights in working order.

Similar to the lighting phase, CLD sent a team of experienced workers from Arizona to Austin for the décor installation. This installation took one week and required seven employees, including our RGB expert, Ben. We used two 30-foot lifts for the décor installation. We worked with Domain Northside and their hired photographer to create videos and pictures of our installation efforts that Domain Northside used in a regional advertising campaign promoting their property.

Customer Name: Scottsdale Quarter

Installation Scope:

- 24-foot RGB Tree with custom base
- (1) 9-foot Flocked Tree
- (3) 30-foot custom wreaths
- (1) 12-foot wreath
- (2) 4-foot wreaths
- (19) 3-foot wreaths
- (1) 2-foot wreath
- (45) Garland pole wraps with double bow accent kit
- (36) Flocked Garland
- (1) 84-inch Fiberglass Ornament
- (4) 36-inch Fiberglass Ornaments
- (4) 24-inch Fiberglass Ornaments
- (1) 36-inch 10 Ornament Stack
- (1) 13-foot Fiberglass Nutcracker
- (1) 7-foot Fiberglass Ornament Bench
- (1) Fiberglass Gingerbread Photo Pod
- (1) Fiberglass Snowman Photo Pod
- (1) 8-foot Gift Box Photo Pod
- (1) 10-foot Fiberglass Sleigh
- (1) 20-foot Sterling Walk-Through Tree with Snowflake Topper
- (1) Sitting Deer Greeter
- (5) 2D 4.5-foot Tali Ornaments
- (2) 2D 3.6-foot Tali Ornaments
- (7) Nylon Gift Boxes
- (4) Custom Santa Village Houses
- (2) Custom Photo Booths
- (168) Palm tree trunk lighting
- (47) Palm tree frond lighting
- (100) Desert tree trunk lighting
- 3,500 feet of LED C9 Light Line





CLD has been working with Scottsdale Quarter for over a decade. The level of difficulty involved in this installation cannot be overstated.



The installation of this client's lighting and décor happens in three phases. First, in order to protect the year-round palm tree lighting we provide for Scottsdale Quarter, they hire us directly to perform annual tree trimming. Previously, their landscapers would destroy a large number of light strands, spurring Scottsdale Quarter to recruit us for these off-season services as well. We learned how to properly trim the fronds and skin the crests in order to provide this service. We have been maintaining their palms for the last several years.

The next phase is the lighting installation. The first thing we do is relight all 168 palm trees. Although the palm tree lighting stays up year-round, in order to accommodate tree growth, old lights are removed and replaced. We also add special holiday lighting to several of the palm fronds up to 40 feet in the air—a tedious task with the spines and fringes. We wrap seasonal lights on the desert trees throughout the property.

A CLD crew specializing exclusively in light line is brought in to hang 3,500 feet of LED C9 bulbs along myriad rooflines. This is a particularly complicated light line installation. For one thing, some of the space includes occupied offices, which our team has to respectfully navigate to access the roofs where the lights are installed. In other areas, the buildings are many stories high, without parapets—a sheer drop at the roof's edge. This team has to be highly trained, experienced, and certified. They wear harnesses that attach to anchor points on the roof by a retractable yo-yo.





The most impressive décor items we install are the three 30-foot wreaths hanging over each parking garage in Scottsdale Quarter.

Each wreath comes in eight heavy pieces. Each piece is inspected in our warehouse in advance to make sure lights work and ornaments are in good condition. Brackets to hold the wreaths are installed on the exterior of each garage ahead of time. The wreaths are transported in pieces to the site and then built onsite into halves.

In the middle of the night, the crews show up with a crane and 65-foot lift and begin the work of hanging the wreaths. The enormous half-wreath is lifted by crane high in the air. Crew members in the 65-foot lift are raised up so they can guide the wreath into position. A third team, stationed in the upper levels of the garage, bolts the wreath into place from behind the panels. After both halves are secured, crew members in the lift attach and style the giant bow.

Our team is able to install all three wreaths before the mall opens for business in the morning.



CLD also builds a custom Santa village at Scottsdale Quarter each year. Our crew constructs these miniature houses right on the jobsite. Wall panels, a floor panel, and a roof is assembled and bolted for each house. Each house in the Santa village is then decorated with flocked greenery.

The total installation time on site for lighting and décor is about 1.5 months.

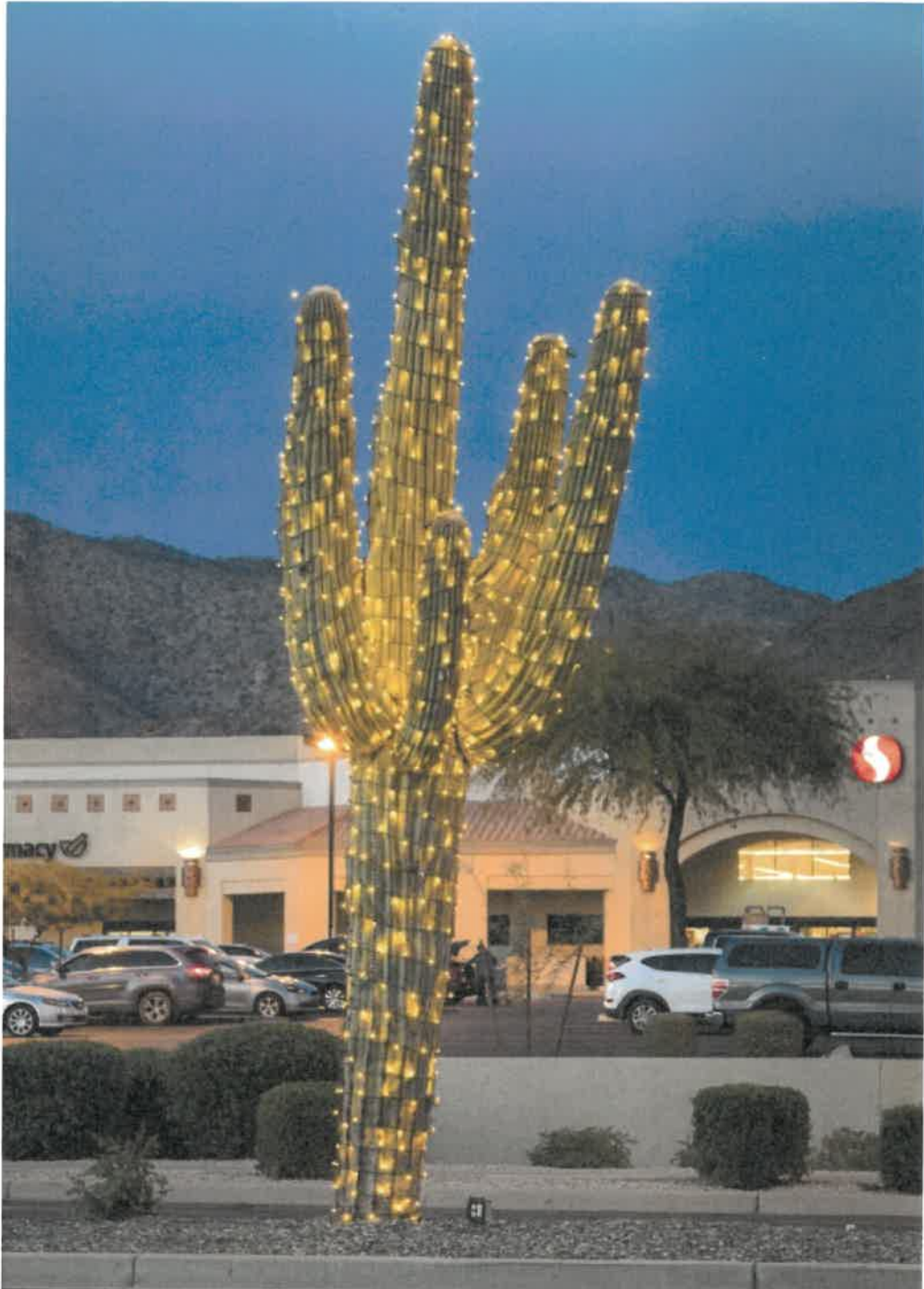
Customer Name: Ahwatukee Festival of Lights

Installation Scope:

- (77) Saguaro cacti lighting
- (30) Ocotillo lighting
- (123) Large tree trunk lighting
- (123) Large tree Cluster lighting



Ahwatukee is a great example of the way we tailor our designs and color schemes to each client's taste and local vibe. In keeping with Ahwatukee's conservative culture, they opt to blanket Chandler Boulevard in a uniform, stately scheme of all warm-white lights. Three saguaro cacti at the entrance to Ahwatukee Foothills are wrapped in red, white, and blue respectively, as homage to the patriotic spirit Ahwatukee feels. Although the colors are simple, the density of application in this approximately 3-mile stretch floods the boulevard with light.



Ahwatukee's installation poses two unique challenges that our team excels at handling. First, the trees, ocotillos, and cacti we light are all desert plants—thorny, cumbersome, and aggressive. Wrapping hundreds of these prickly plants requires particular and tedious methods.



The second challenge is that each plant is situated in the median strip of a busy suburban thoroughfare.

Installation requires advance planning with the Foothills Association and City of Phoenix for permits and scheduling.

We use construction safety signage, cones, and barricades to comply with traffic safety and OSHA regulations.

In our many years servicing Ahwatukee, we've helped to improve the area and utilities. When we first took on this contract, there was such a lack of power infrastructure, CLD used portable generators to provide power to the Festival of Lights. Since then, we have worked together with Ahwatukee and our electrical contractor partners to install permanent electrical infrastructure. In a forward-thinking enhancement, this infrastructure not only routes sufficient power to support their current scope, but also has the capacity to support growth.



GLENDALE GLITTERS LIGHTING SCHEDULE 2021

Tree #	Tree Type	Notes	Lighting design
1	Deciduous		Trunk and Branch Wrap Green
2	Deciduous		Pink
3	Pine		Cool White
4	Palm		Green
5	Deciduous		Blue
6	Deciduous		Teal
7	Deciduous		Warm White
8	Deciduous		Purple
9	Deciduous		Champagne
10	Palm		Red and WW
11	Deciduous		Multi
12	Deciduous		Green
13	Deciduous		Pink
14	Deciduous		Red
15	Deciduous		Green
16	Deciduous		Blue
17	Deciduous		Teal
18	Deciduous		Warm White
19	Palm		Purple
20	Palm		Champagne
21	Deciduous		Red and WW
22	Deciduous		Multi
23	Palm		Green
24	Deciduous		Pink
25	Deciduous		Red
26	Pine		Green
27	Pine		Blue

GLENDALE GLITTERS LIGHTING SCHEDULE 2021

28	Palm		Teal
29	Deciduous		Warm White
30	Deciduous		Purple
31	Deciduous		Champagne
32	Deciduous		Red and WW
33	Palm		Multi
33.1	Palm		Green
34	Palm		Pink
34.1	Palm		Red
35	Deciduous		Green
36	Deciduous		Blue
37	Deciduous		Teal
38	Deciduous		Warm White
39	Deciduous		Purple
40	Deciduous		Champagne
41	Deciduous		Red and WW
42	Deciduous		Multi
43	Palm		Green
44	Deciduous		Pink
45	Deciduous		Red
46	Deciduous		Green
47	Deciduous		Blue
48	Palm		Teal, Blue, Cool White (Tree of Lights)
49	Palm		Warm White
50	Palm		Purple
51	Deciduous		Champagne
52	Deciduous		Red and WW
53	Deciduous		Multi

GLENDALE GLITTERS LIGHTING SCHEDULE 2021

54	Deciduous		Green
55	Deciduous		Pink
56	Deciduous		Red
57	Deciduous		Green
58	Deciduous		Blue
59	Deciduous		Teal
60	Deciduous		Warm White
61	Deciduous		Purple
62	Deciduous		Champagne
63	Deciduous		Red and WW
64	Deciduous		Multi
65	Palm		Green
66	Deciduous		Pink
67	Deciduous		Red
68	Deciduous		Green
69	Deciduous		Blue
70	Deciduous		Teal
71	Deciduous		Warm White
72	Deciduous		Purple
73	Deciduous		Champagne
74	Palm		Red and WW
75	Deciduous		Multi
76	Deciduous		Green
77	Deciduous		Pink
78	Deciduous		Red
79	Palm		Green
80	Deciduous		Blue
81	Deciduous		Teal

GLENDALE GLITTERS LIGHTING SCHEDULE 2021

82	Deciduous		Warm White
83	Deciduous		Purple
84	Deciduous		Champagne
85	Deciduous		Red and WW
86	Deciduous		Multi
87	Deciduous		Green
88	Deciduous		Pink
89	Deciduous		Red
90	Deciduous		Green
91	Deciduous		Blue
92	Deciduous		Teal
93	Deciduous		Warm White
94	Deciduous		Purple
95	Deciduous		Champagne
96	Deciduous		Red and WW
97	Deciduous		Multi
	Glendale Ave. Trees	35 Trees Up to 8 Strands	Red or Green
	Catlin Court Trees	105 Trees up to 10 Strands	Red and Warm White
	57th Dr. Trees	23 Trees Up to 10 Strands	Red or Green
	Civic Center Trees	45 Trees Up to 10 Strands	Red or Green
	Avenues South of Glendale Trees		Red or Green
	City Owned RGB Tree		30 FT RGB Tree
	Feature Items - Select one of the Suggested Items		Feature Item - Sprinkle, Jolly Snowman, Walk Through Ornament, Star Box, Santa House, Polar Arch or a Variety of other props can be combined within this budget line.



City of Glendale
Solicitation Number: RFP 21-15/42100059
MURPHY PARK LIGHTS DISPLAY
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301

3. PRICING/COST WORKBOOK

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase during the first initial term of the agreement. Any items not clearly listed on Contractor’s submitted price proposal will be considered included in Contractor’s price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

PRICE SCHEDULE

Unit Price represents the price of the whole project which includes, but is not limited to, labor, equipment, materials (lights, decorations and extension cords should be included), travel, shipping, licenses, fees, insurance, and any other associated direct or indirect costs. Sales taxes should not be included in the unit prices.

Labor charges shall be included in the proposal price for all work. Work shall include twice-weekly inspection and repair or replacement of lights as necessary, as well as emergency callout service to repair any damaged or vandalized lights or fix any timer issues.

Item No.	Description	Total Annual Amount
1.	Pricing for lights, design, installation, maintenance, removal and storage for holiday lights, City owned Christmas Tree and decorations and lighted décor features for Murphy Park Light Display as per Specifications. (NOTE: Lease of Lights, decorations and extension cords should be included)	\$86,312
	Contractor shall provide description of everything included in Item No. 1 as part of Question 2.2 in the Response Workbook.	
	Total Amount Item No. 1.	\$86,312



City of Glendale
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PRICING WORKBOOK

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AL LA CARTE (These items will not be evaluated in the total pricing)

Item No.	Replacement Items (Due to Vandalism)	Amount Per Item
2.	Mini LED Lights	<u>\$11.65</u>
3.	LED C-9 Lights	<u>\$1.34</u>
4.	Extension Cord, 10 ft.	<u>\$7.98</u>
5.	Extension Cord, 25 ft.	<u>\$11.98</u>
6.	Extension Cord, 50 ft.	<u>\$14.98</u>
7.	Extension Cord, 100 ft.	<u>\$17.98</u>
8.	Other Items	\$_____

Item No.	Additional Leased Display Options (Not indicated in Item No. 1)	Total Annual Amount
9.	Large (10 feet or taller) Lighted Display Feature Please describe the display feature <u>16 Ft Santa House</u>	<u>\$13,500</u>
10.	Additional Display Options- Please describe <u>18 Ft Tall Snowman</u>	<u>\$13,500</u>
11.	Additional Display Options- Please describe <u>14 Ft Starbox Walkthrough Display</u>	<u>\$9,450</u>
12.	Additional Display Options- Please describe <u>16 Ft Walk Through Ornament</u>	<u>\$12,450</u>
13.	Additional Display Options- Please describe <u>4 Person Santa Sleigh, 12 Ft Holiday Tree and 2 Candy Canes</u>	\$10,996
14.	Additional Display Options- Please describe <u>Polar Arch & Snowman</u>	<u>\$13500</u>



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MURPHY PARK LIGHTS DISPLAY
PRICING WORKBOOK

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Description	Discount Off of List/Catalog Price
<p align="center">Purchase of Catalog Holiday Light Displays</p> <p>Discount Off of List/Catalog Price (Offeror should include a link to the catalog which shows the list price with their offer).</p> <p>Catalog Name: <u>Commercial Christmas Decorations</u> Publication Date: <u>2020-2021</u></p>	<p><u>10%</u></p>

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

Comply: YES ____ NO x

If your answer is NO, please state terms offered: None

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Credit Management Group, LLC

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Contractor shall abide by the Scope of Work outlined in RFP 21-15 attached as part of Exhibit B.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 21-15

ONLINE BID NUMBER: 42100059

TITLE: MURPHY PARK LIGHTS DISPLAY

PUBLISHED DATE: March 17, 2021

PRE-OFFER CONFERENCE: **March 23, 2021, 10:00 AM Local Time**
Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/603035653>
You can also dial in using your phone.
United States: +1 (872) 240-3412 **Access Code:** 603-035-653
New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/603035653>
Attendance is NOT required

OFFER DUE: **April 1, 2021, 2:00 PM Local Time**
Offer Submission Through Vendor Self-Service (VSS) Online Bid System.
<https://glendaleaz.munisselfservice.com/Vendors/default.aspx>
NOTE: *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below **prior to the bid due date and time.***

CONTACT: Anthony Weathersby
Purchasing-Procurement Division
623-930-2864
aweathersby@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Vendor Self-Service - New and Existing Vendor Registration Guide
<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352>



City of Glendale
Solicitation Number: RFP 21-15 / 42100059
MURPHY PARK LIGHTS DISPLAY

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
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Glendale, Arizona 85301

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RFP Package

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5.	SUBMISSION REQUIREMENTS.....	12

Exhibit Package

- Exhibit 1: Special Notices
- Exhibit 2: RFP Terms and Conditions
- Exhibit 3: Insurance Requirements
- Exhibit 4: Template Agreement

Fillable Forms

Response Workbook – To be completed by Offeror and submitted as their response.

- Cover Sheet
- Offer Sheet
- Required Responses

Fee Proposal Workbook – To be completed by Offeror and submitted as their response.



City of Glendale
Solicitation Number: RFP 21-15 / 42100059
MURPHY PARK LIGHTS DISPLAY

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
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1. INTRODUCTION

The City of Glendale invites sealed proposals from qualified vendors to provide a light display for Murphy Park located in Downtown Glendale, Arizona. This RFP is a reduced scope of work from the previous RFP 21-29 Downtown Holiday Lights Display. The proposals received from this RFP will provide the City Council an option to scale back the light display. A Notice of Intent was issued for RFP 21-29 on March 11, 2021. City Council will be provided the option to contract through RFP 21-29 or this RFP (21-15).

2. SCOPE OF WORK

- A. Contractor be responsible for a creative and innovative display of LED lights in the City of Glendale’s downtown Murphy Park.
- B. Contractor shall be responsible for having the display installed, tested, and properly working within designated timeframes.
- C. Display should include lights and holiday ornamental pieces at a cost not to exceed \$100,000. Contractor will also be responsible for the maintenance, removal, packaging, storage and transport of seasonal lighting and non-lighted decorations.
- D. Contractor will also be responsible for ensuring all lights and decorations are ordered and received in time to meet defined timelines.
- E. Contractor shall improve vendor oversight and respond to issues/outages/vandalism within 24 hours from report.
- F. Contractor shall have the ability to effectively communicate with multiple city departments within the City to ensure city and state codes are met and the power usage is distributed properly.
- G. Contractor shall have the ability to provide backup solutions if there were ever to be a power outage.

2.1 LIGHTING AND DISPLAY PLAN FOR MURPHY PARK

- A. The following are considered to be a part of Murphy Park:
 - Murphy Park Trees
 - City Hall Amphitheater trees
 - Street trees on 58th Avenue (east and west sides of street) between Glendale Avenue and Glenn Drive.
 - Street trees on Glenn Drive (north and south sides of street) between 58th Avenue and 59th Avenue
 - The breezeway on the east side of the crosswalk on 58th Avenue between Glenn Drive and Glendale Avenue
 - Glendale Avenue (north side) between 58th Avenue and 59th Avenue
 - Rooftop outline of the Velma Teague Library (rooftop access is not permitted)
- B. The park is managed through a sprinkler system. Electricity with multiple timer locations have previously been installed in the park and are readily available.



City of Glendale
Solicitation Number: RFP 21-15 / 42100059
MURPHY PARK LIGHTS DISPLAY

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2.2 WORK DESCRIPTION – DESIGN PLAN

- A. The City is looking for a traditional, yet creative holiday design. Contractor shall submit Design Plan for Murphy Park.
- B. The Design Plan shall be submitted to the Contract Administrator for review and approval based on dates as defined by the City, unless an earlier date is available to take advantage of discounted ordering.
- C. At a minimum, the Design Plan should identify the following:
 - Conceptual drawings and how many LED lights will be displayed
 - Creative approach utilized, for example, color usage when allowed, new technology being used, additional decorations purchased by the City, etc.
 - Examples of design approach for different types of trees
 - Style of décor and lights and decorations of trees
 - Methods of installation
 - Repairs and Outages Communication Plan
 - Installation, testing and removal timeframe

2.3 WORK DESCRIPTION – INSTALLATION

- A. Lighting and décor shall be installed, tested and fully operating by 6:00 p.m. on the Thursday prior to Thanksgiving
- B. City personnel as well as Contractor’s staff will be in attendance to resolve any issues.
- C. Contractor shall have fourteen (14) staff members on-site for opening night of the light display. Date and time may be subject to change.
- D. Contractor shall provide and deliver, three large holiday pieces to be placed on the Amphitheatre stage.
- E. The City has a **NO CLIMB** policy for the trees. Costs of an aerial truck and other equipment necessary for installation shall be included in the labor costs as indicated in the Price Sheet.
- F. The City is responsible for any necessary tree trimming. Contractor shall under no circumstances trim the trees. The Contractor shall notify the Contract Administrator if it becomes apparent that trimming is necessary for any reason. The City will provide a trimming schedule.
- G. Contractor shall have all lights installed by the specified deadline as further identified in Section 2.4.
- H. Contractor shall adhere to City’s barricade ordinance as well as the Phoenix Barricade Manual, which can be found [HERE](#).

2.4 WORK DESCRIPTION – TIMELINE

- A. The City will schedule a minimum of two walk throughs starting as early as the second week of October.
- B. Lighting and décor shall be installed, tested and fully operating by 6:00 p.m. on the Thursday prior to Thanksgiving.




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MURPHY PARK LIGHTS DISPLAY

CITY OF GLENDALE
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- C. Contractor shall provide and deliver, three large holiday pieces to be placed on the Amphitheatre stage during the lighting ceremony. These pieces will remain up from 4:00 p.m. – 10:30 p.m. on the Friday after Thanksgiving.
- D. Contractor shall maintain display from the Friday following Thanksgiving Day through the third Monday in January. The display is to be set and turned on daily from 5:00 p.m. to 12:00 a.m., unless otherwise directed.

2.5 WORK DESCRIPTION – MAINTENANCE

- A. Contractor shall be responsible for all related maintenance to ensure the display is operating as intended.
- B. Contractor shall maintain display from the Friday following Thanksgiving Day through the third Monday in January. The display is to be set and turned on daily from 5:00 p.m. to 12:00 a.m., unless otherwise directed.
- C. The Contractor must respond to the Contract Administrator within four (4) hours of call/text and guarantee be on-site within 24 hours of that call for service.
- D. Contractor shall have a four (4) hour on-site response time to timer issues not due to vandalism or damage of display.
- E. Contractor's next-day service to repair and replace damaged lights, decorations and extension cords shall be for any reason including, but not limited to, damage from vandalism, weather, etc., from the first day of installation until the third Monday in January.
- F. Labor charges shall be included in the proposal price for all work. Work shall include twice-weekly inspection and repair or replacement of lights as necessary, as well as emergency callout service to repair any damaged or vandalized lights or fix any timer issues.
- G. The City shall pay the cost of necessary replacement lights, decorations and extension cords due to vandalism. Contractor shall report vandalism to the City for expense approval prior to conducting any repairs or replacements.
- H. Contractor shall repair or replace lights at no cost to the City for lights, decorations and extension cords that contain a manufacturer's defect or improperly installed.
- I. Contractor shall be reimbursed for replacement lights and cords due to vandalism, only.

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- J. Contractor shall not charge labor or equipment costs for repair and replacement. Labor costs shall be included as part of the Contractor's pricing on the Price Sheet.

2.6 WORK DESCRIPTION – REMOVAL AND STORAGE

- A. Contractor shall begin removal of lights display no later than the third Monday in January.
- B. The Contractor shall complete the removal of all installed lights and décor no later than the last Friday in February.
- C. City may adjust or revise the timeline based on events scheduled and City will coordinate with Contractor accordingly.
- D. All lights and décor should be removed by designated timeline.
- E. Contractor is responsible for disposal of debris and will leave the downtown area clean and debris free.

2.7 LIGHTING DISPLAY

- A. Lights shall be indoor/outdoor UL listed, standard UL rating. Wire fastening systems shall be plastic wire wrapping or approved alternate. **ALL** lights and fastening systems are to be removed annually to prevent girding of tree branches.
- B. Lighting shall be LED professional grade lights.
- C. The City may purchase new Catalog holiday lighting displays on an annual basis contingent upon the availability of funds. Contractor shall provide a discount off list pricing for displays.
- D. The City shall retain ownership of these purchase Catalog holiday lighting displays.
- E. Contractor shall include the price of the decorations when developing the design. No decorations shall be purchased without written agreement from the Contract Administrator. Labor pricing for installation, maintenance, removal and transport to storage facility at the end of the season shall be included in the proposal in the Price Sheet.
- F. Installation and maintenance of decorations shall occur along with scheduled installation and maintenance of lights.

2.8 PAYMENT SCHEDULE


- A. Payments shall be made on a work status schedules as indicated below.



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- 10% Deposit upon design approval and installation date finalized
- 15% Progress payment after installation commences
- 50% Progress payment after installation and testing is complete
- 25% Payment after lights and decorations have been removed and cleanup is complete and signed off by the Contract Administrator.

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3. HOW WE CHOOSE

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

- o 45% Capacity and Background
- o 35% Design Creativity and Method of Approach
- o 20% Cost

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

LENGTH OF CONTRACT: The City will award for one (1) year with the option to renew for one additional year. Renewals will not be automatic.

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

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

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

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

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

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

NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted on the online at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement



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Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit:
https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies

WITHDRAWAL OF PROPOSAL: Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

OFFER ERRORS OMISSIONS AND CORRECTIONS: City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

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

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

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

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



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

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



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4. SUBMISSION CHECKLIST

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

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

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

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. CAPACITY AND BACKGROUND	
2. DESIGN CREATIVITY AND METHOD OF APPROACH	
3. COST (Must be submitted in a separate electronic file)	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal. 	

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5. SUBMISSION REQUIREMENTS

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

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

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

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

Helpful Hints:

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


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EXHIBIT 1: SPECIAL NOTICES

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

1. RETURN OF OFFER The Offeror shall submit the Response Workbook electronically in Vendor Self Service (VSS)

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered. <https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

The Offeror shall complete all sections of the solicitation in the format given and in the spaces provided. Proposals that do not conform to the above format may be rejected.

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

2. PRE-OFFER CONFERENCE & SITE VISITS

An ONLINE Pre-Offer meeting will be held on **March 23, 2021, 10:00 AM, Arizona Time.** (See RFP Cover Page). Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.


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

Offerors are encouraged to visit the location on their own time to familiarize themselves with the area prior to submitting their proposals.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

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

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly

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

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

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


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

For purposes of this provision, the following definitions apply:


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

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

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

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6. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.
7. **PUBLIC RECORD REQUIREMENTS** Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld
8. **PERMITS AND LICENSES** It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.
9. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.
10. **NON-DISCRIMINATION** Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
11. **NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
12. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.
13. **KEY PERSONNEL** If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
14. **SITE INSPECTION** It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this

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submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

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

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

- a. **“City”** means the municipal corporation of the City of Glendale, Arizona
- b. **“Contract”** means the agreement for the procurement of goods, services and work.
- c. **“Contractor”** means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- d. **“Days”** means business days (unless otherwise specified) and shall be computed pursuant to A.R.S. 1-243.
- e. **“Offer”** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- f. **“Offeror”** means the business, entity or person who submits an Offer in response to a competitive solicitation.
- g. **“Public Record”** means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- h. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
- i. **“Request for Proposal”** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.


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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

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


https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies

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

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


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- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all

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claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

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

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thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

22.PRICE ADJUSTMENTS Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

23.LATE SUBMISSION OF CLAIM The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.


24.PROTEST OF AWARD Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies. Untimely protests will not be considered.

25.REMEDIES City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

26.ASSIGNMENT Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.

27.ADDENDA Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.

28.SPECIAL ACCOMMODATIONS Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).

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29.OFFER IDENTIFICATION The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

30.OFFER TABULATION An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

31.LIABILITY Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

32.OSHA GUIDELINES The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.


33.PATENTS Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

34.VENDOR PERFORMANCE Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

35.PERFORMANCE SURETY REQUIREMENTS (Not Applicable) The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.


PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona

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Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 36.FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 37.NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 38.NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 39.COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
- 40.PROHIBITIONS** Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 41.IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City

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is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 42. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
 - b. Monitoring the contractor’s performance
 - c. Handling issues and disputes
 - d. Exercising extension options
 - e. Initiating contract modifications
 - f. Initiating rebids or new solicitations

43. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.


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EXHIBIT 3: Insurance Requirements

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

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

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

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

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


(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

(1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents,

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employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.


iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’s obligation

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to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time

EXHIBIT C
Professional Services Agreement

SCHEDULE

Contractor shall have lighting and décor installed, tested and fully operating by 6:00 p.m. on the Thursday prior to Thanksgiving. Christmas tree and décor shall be installed, tested and fully operating by 6:00 p.m. on the Monday prior to Thanksgiving.

Contractor shall maintain display from the Friday following Thanksgiving Day through the third Monday in January. The display is set and turned on daily from 5:00 p.m. to 10:00p.m., unless otherwise directed.

Contractor shall begin removal of lights display no later than the third Monday in January. The Contractor shall complete the removal of all installed lights and décor no later than the last Friday in February.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be handled as outlined in the payment schedule in RFP 21-15.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$86,312.

DETAILED PROJECT COMPENSATION

Payments shall be made on a work status schedule as indicated below

10% Deposit upon design approval and installation date finalized

15% Progress payment after installation commences

50% Progress payment after installation and testing is complete

25% Payment after lights and decorations have been removed and cleanup is complete and signed off by the Contract Administrator

See pricing in attached Pricing Workbook.



City of Glendale
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MURPHY PARK LIGHTS DISPLAY
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Division
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Avenue, Suite 317
Glendale, Arizona
85301

3. PRICING/COST WORKBOOK

Contractor must complete the Pricing Schedule below. Proposed pricing must not increase during the first initial term of the agreement. Any items not clearly listed on Contractor’s submitted price proposal will be considered included in Contractor’s price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

PRICE SCHEDULE

Unit Price represents the price of the whole project which includes, but is not limited to, labor, equipment, materials (lights, decorations and extension cords should be included), travel, shipping, licenses, fees, insurance, and any other associated direct or indirect costs. Sales taxes should not be included in the unit prices.

Labor charges shall be included in the proposal price for all work. Work shall include twice-weekly inspection and repair or replacement of lights as necessary, as well as emergency callout service to repair any damaged or vandalized lights or fix any timer issues.

Item No.	Description	Total Annual Amount
1.	Pricing for lights, design, installation, maintenance, removal and storage for holiday lights, City owned Christmas Tree and decorations and lighted décor features for Murphy Park Light Display as per Specifications. (NOTE: Lease of Lights, decorations and extension cords should be included)	<u>\$86,312</u>
	Contractor shall provide description of everything included in Item No. 1 as part of Question 2.2 in the Response Workbook.	
	Total Amount Item No. 1.	<u>\$86,312</u>




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AL LA CARTE (These items will not be evaluated in the total pricing)

Item No.	Replacement Items (Due to Vandalism)	Amount Per Item
2.	Mini LED Lights	<u>\$11.65</u>
3.	LED C-9 Lights	<u>\$1.34</u>
4.	Extension Cord, 10 ft.	<u>\$7.98</u>
5.	Extension Cord, 25 ft.	<u>\$11.98</u>
6.	Extension Cord, 50 ft.	<u>\$14.98</u>
7.	Extension Cord, 100 ft.	<u>\$17.98</u>
8.	Other Items	\$ _____

Item No.	Additional Leased Display Options (Not indicated in Item No. 1)	Total Annual Amount
9.	Large (10 feet or taller) Lighted Display Feature Please describe the display feature <u>16 Ft Santa House</u>	<u>\$13,500</u>
10.	Additional Display Options- Please describe <u>18 Ft Tall Snowman</u>	<u>\$13,500</u>
11.	Additional Display Options- Please describe <u>14 Ft Starbox Walkthrough Display</u>	<u>\$9,450</u>
12.	Additional Display Options- Please describe <u>16 Ft Walk Through Ornament</u>	<u>\$12,450</u>
13.	Additional Display Options- Please describe <u>4 Person Santa Sleigh, 12 Ft Holiday Tree and 2 Candy Canes</u>	<u>\$10,996</u>
14.	Additional Display Options- Please describe <u>Polar Arch & Snowman</u>	<u>\$13500</u>

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Description	Discount Off of List/Catalog Price
<p style="text-align: center;">Purchase of Catalog Holiday Light Displays</p> <p>Discount Off of List/Catalog Price (Offeror should include a link to the catalog which shows the list price with their offer).</p> <p>Catalog Name: <u>Commercial Christmas Decorations</u> Publication Date: <u>2020-2021</u></p>	<u>10%</u>

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

Comply: YES ____ NO

If your answer is NO, please state terms offered: None

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Credit Management Group, LLC