

**PROFESSIONAL SERVICES AGREEMENT**  
**(Not Construction Related)**  
**PUBLIC OUTREACH SERVICES - PAVEMENT MANAGEMENT PROGRAM**  
**RFP 21-38**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and MakPro Services, LLC, an Arizona limited liability company, ("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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant 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. 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.

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

c. For projects not involving Coordinating Project Professionals, 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 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 \$500,000 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
  - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 provisions 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 \$1,000,000 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 affect 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:

MakPro Services, LLC  
c/o Teresa Makinen  
2036 N Gentry  
Mesa, AZ 85213

- 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  
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-year (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 four (4) years, 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. 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>

**18. 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

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

MakPro Services, LLC,  
an Arizona limited liability company



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By: Teresa Makinen  
Its: Principal/Owner

**EXHIBIT A**  
**Professional Services Agreement**


**PROJECT**

Project is for Public Outreach Services for the Pavement Management Program. The Contractor will help with the City's goal to promote public involvement and public outreach to communicate with City officials, Management and staff, road users, the general public (including those with disabilities or language challenges), area residences and businesses, and appropriate public entities giving attention to language, access, and the needs of other special populations about project information for the pavement management program.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

Contractor must follow Scope of Work outlined in RFP 21-38 and attached as Exhibit B.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-38 / 42100041</b> <b>PUBLIC OUTREACH SERVICES – PAVEMENT</b> <b>MANAGEMENT PROGRAM</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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### 3. SCOPE OF WORK


**3.1** Public Outreach Services shall include but are not limited to: Door Hangers/Post Cards/Flyers, Project Identification Signage, Multilingual/TDD Service, 24 Hotline, Website Information and Meetings.

**The Contractor shall perform the tasks outlined below:**

- Coordinate with the project team to determine the project schedule and sequencing.
- Coordinate with contractor for traffic control signs that display project hotline number.
- Work with Glendale Public Affairs Department contact John Penic to develop an initial press release for the project, and to review any project materials/information to be distributed.
- Work with City of Glendale Webmaster to develop web content/presence for the project.
- Develop individual flyers for distribution to residents and/or businesses in the specific impacted areas to provide contact information and project information, so they can better understand the project impacts.
- Coordinate with project team to develop and distribute initial project information so those effected may find alternate routes of travel if necessary.
- Provide information to City Council, Management, Transportation (Traffic Control), and Engineering related to upcoming construction.
- Plan, prepare for and attend, when needed, meetings with City staff or Council assistants to discuss the project and identify effective communication mechanisms.
- Attend project meetings to identify potential community impacts and issues.
- Prepare for weekly project meetings (one each for overlay, surface treatment, and crack seal), and document and distribute meeting notes and updates to team.
- Communicate with property management or HOA's for larger communities or business centers near the project areas so they will be aware of the work and the project team can understand potential issues to assist in resolving those.
- Coordinate with schools, churches or other large organizations in the general vicinity of the construction so they can inform their students, congregation or staff.
- For work primarily in residential areas, coordinate with trash or other residential services to prevent disruption of those services during our work.
- Establish a project hotline for the project with a live response 24 hours a day.

**3.2** Distribution of Information/Materials

To convey a consistent identity and message throughout the Project, the various tools for dissemination shall comply with the project branding requirements, as set forth by the City. At a minimum, the Contractor shall utilize the tools in this section for information dissemination.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-38 / 42100041</b> <b>PUBLIC OUTREACH SERVICES – PAVEMENT</b> <b>MANAGEMENT PROGRAM</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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### 3.3 Notices

The Contractor shall prepare and distribute project notices to all stakeholders and the general public (including those with disabilities or language challenges), area residences and businesses, and appropriate public entities, residents, businesses, schools and churches within an area to be determined by the City, giving attention to language, access and the needs of other special populations. The notice shall contain, at a minimum, the following information:

- Name of project
- The 24-hour Hotline number
- Brief description of project
- Project location map
- Name of Contractor
- Name of Project Consultant
- Name of Project Superintendent (Contractor)
- Name of Project Manager (City of Glendale)
- Construction schedule including anticipated work hours
- Traffic regulations including lane restrictions
- Any other information as deemed necessary by the Project Manager

The Contractor may print and mail or hand deliver the notices. If mailed the Contractor will include a list of the names, addresses, and receipt of postage or delivery for recipients of the notices. Depending on the complexity of the project the notices may be distributed: weekly, monthly, quarterly or as needed. When the recipient list changes by 25 percent a new list shall be delivered to the Project Manager. An electronic version of the notice shall also be made available on the City's website and distributed via email to individuals who have asked to be included in an email database.

A final draft of each notice shall be submitted to the Project Manager and the City of Glendale Public Affairs Department for review and approval at least three (3) working days before the planned distribution.

### 3.4 Door Hangers/Post Cards/Flyers:

The Contractor may be required to prepare door hangers, post cards or flyers. The door hangers, post cards, or flyers will either be: a) provided to the City and Contractor to facilitate distribution: b) the Contractor will distribute door-to-door: or c) the Contractor will mail. The door hanger, post card, or flyer shall include, at minimum a brief project description, date/time of activity or disruption, contact information, and exhibit of project limits.

The door hangers, post cards, or flyers provide short term advance notification to various homeowners or businesses notifying them of certain planned and unplanned construction activities or service disruptions, on an as-needed basis.



**City of Glendale**  
**Solicitation Number: RFP 21-38 / 42100041**  
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The door hangers, post cards or flyers shall be for the following types of work and will be distributed to neighborhoods:

- Slurry seal
- Crack seal
- FAST
- ADA improvements
- Mill and Overlays
- Any pavement treatment that do not include partial full street closures. (notification to residents on that type of work will fall to the contractor)

**3.5 Project Identification Signage:**

The City requires Project Identification signs to be installed on all CIP construction and maintenance projects to increase public awareness. The Contractor may be asked to supply and install project identification signs upon direction from the Project Manager.

Requirements:

- Prior to signs being ordered, the proposed sign wording must be approved by the Project Manager.
- Project identification signs shall comply with the City of Glendale Construction Sign Specifications
- Signs must be erected level and plumb.
- Prior to signs being installed the Contractor must obtain the appropriate permits.
- The number of signs shall be determined by the Project Manager.
- Project signs shall be placed at each end of the project limits or as determined by the Project Manager.
- The Contractor is responsible to replace any missing, damaged or vandalized signs upon request of the City.
- The Contractor must maintain the signs throughout the duration of the project at each construction area.
- The Contractor must remove project signs upon completion of construction and restore the area to a condition equal to or better than before construction.

**3.6 Multilingual/TDD Service:**

While developing the communication and outreach efforts the Contractor must keep in mind the diversity of stakeholders and ensure that methods of communication meet the needs of those individuals/groups (including those with disabilities or language challenges). Interpreters, alternative language materials and presentation styles may need to be considered when communicating with some stakeholder groups. The Contractor shall be prepared to provide the following services:

- Provide the capability of responding to telephone calls in English, [Spanish, other]
- Provide the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.



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- Provide the capability of providing an interpreter, [Spanish, other] to any public meeting.
- Provide the capability of translating all written materials [Spanish, other].
- These capabilities shall be maintained for both the local telephone number and the 24-hour Hotline telephone number.

**3.7 24-Hour Hotline:**

The Contractor will be required to furnish a private telephone Hotline and email address as a means of receiving community input, answering questions and prompting possible solutions regarding project related activities. The hotline shall be available to the public 24 hours a day, 7 days a week, and shall be publicized in all project information materials and signage throughout the project. The Hotline must have TDD capabilities and must be a free call for the public.

The answering service shall be manned by the Contractor and/or an approved answering service, answering machines and pagers are not acceptable. The Contractor shall maintain a log of incoming calls, responses, and action taken. A hard copy of the call log, responses and actions taken shall be submitted to the Project Manager monthly and/or upon request. The Contractor shall maintain a direct telephone line into the main office during normal business hours. An answering service is acceptable only after normal business hours, i.e. before 8:00 AM and after 5:00 PM and on weekends. An immediate response is preferable for all calls. However, all voicemail messages shall be replied to within 24 hours of receipt, including weekends and holidays.

The Contractor shall provide a summary of all calls and responses to the City at project close-out.

**3.8 Website Information:**

The City will host the Pavement Management Program website on the City server. THE Project Manager may require assistance in updating the City's website. The Contractor shall provide all project related public information to the widest distribution of interested parties on a weekly basis. In crisis situations or other events where immediate notification is necessary, the Contractor shall provide content immediately to City for posting to the Pavement Management Program website. Users will find an array of information on the website including:

- Current project map
- District Updates
- District Maps
- Previous, Current and Future work by District
- Frequently Asked Questions
- Hotline

**3.9 Meetings:**

The Contractor will be responsible to attend project meetings weekly to discuss community impacts and issues. The Contractor may have to attend meetings that include City Council, Management and/or public meetings for the community.



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Offeror's to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME: MakPro Services, LLC

OFFEROR ADDRESS: 2036 N. Gentry, Mesa, AZ 85213



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**OFFER SHEET (Must be printed, signed and returned)**

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

*Teresa Makinen*

May 20, 2021

Authorized Signature

Date

Teresa Makinen

MakPro Services, LLC

Printed Name (Authorized Signatory)

Legal Company Name

Principal / Owner

Offeror Certifies it is a (check only one):

Job Title  
Corporation

Proprietorship  Partnership

teresa@makprosvc.com

2036 N Gentry

Email Address

Mailing Address

480.890.1927

Mesa, AZ 85213

Phone Number

City, State & Zip Code

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

Contact Name

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 26-1356439

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No

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

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

**CONFLICT OF INTEREST (SPECIAL NOTICES):**

No, I do not have a conflict of interest

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

**ACKNOWLEDGEMENTS:**


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

Exhibit 1 – Special Notices

Exhibit 2 – RFP Standard Terms and Conditions

Exhibit 3 – Insurance Requirements

Exhibit 4 – Template Agreement

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**REQUIRED RESPONSES:**

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

**1. EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS**

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

MakPro Services, LLC (MakPro) is excited to have this opportunity to continue working with the City of Glendale on the Pavement Management Program. We were fortunate to be able to work as part of the initiation of this important program to help set the standard for what public outreach should include, and we hope that we’ve added value to the program for the City and also for the community. We’ve also been able to develop great relationships with the contractors, City staff, and people we work and interact with every day. It’s these kind of relationships that really epitomize what MakPro is about, and we’re blessed to be able to do this kind of work every day . . . and we don’t forget that. We hope to be able to continue our work with Pavement Management and further develop or expand the communication and outreach program to Glendale residents, businesses and organizations.

MakPro is a small, veteran-owned, certified woman-owned/disadvantaged business that has been conducting public outreach for governments and organizations in the Phoenix Metropolitan area and beyond for almost 23 years, and more than 16 of those years included projects for the City of Glendale. Our experience runs the entire gamut of projects, from cradle to grave most times, whether it be horizontal, vertical, capital, or maintenance, and we look at each project individually and develop a strategy for outreach designed to fit the needs of the project and the impacted community.

When it comes to Pavement Management projects, we have extensive recent and current experience on pavement management projects in several cities throughout the Valley to include the Town of Queen Creek, Town of Gilbert, City of Peoria and City of Glendale. In all instances, our pavement management knowledge and the unique impact each type of pavement application creates is a skill set we have developed throughout our many years of working with the City of Glendale and others as they research and test the best pavement applications to provide long-term benefits for their transportation corridors.



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Our experience conducting public outreach for the Pavement Management Program with the City of Glendale is unmatched, and spans as far back as 2009 when we worked on Glendale's Annual Overlay program. Our current experience over the past many years has afforded us the opportunity to become even more familiar with Glendale's approach to pavement management and we've become quite familiar with its many communities, business centers, educational institutions, and organizations, as we work to communicate project information. We believe our role is not only to provide information, but to act as a representative of the City, so we take what we do very seriously. We're not just sending out information, we're gathering information and institutional knowledge so that when we receive inquiries we know the history of which streets have been treated with which process, and can explain these details to residents and businesses to help them understand the process as well.


We've worked with Glendale's Pavement Management Program when it was just one contractor at a time doing specific areas, through when it ramped up to three contractors, and through its evolution to date with five contractors, so we've seen it grow and we like to believe that our work has helped in its success.

We appreciate the opportunity we've had to be a part of this successful program and would love to be able to continue this work, as a liaison and sometimes ombudsman for the residents and businesses of Glendale.

- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience. Identify any bilingual capabilities.

Anne Morton, project manager for the project, has worked with MakPro for over 11 years and is an invaluable member of the team and the key resource for Glendale's current Pavement Management Program. She conducts the day-to-day communications, determines impacted areas and takes appropriate action to inform them in a timely manner of scheduled work. She also coordinates accordingly with communities, organizations, the contractor or the City's project manager. She attends all weekly meetings with the contractor and City of Glendale staff to understand the upcoming schedule of activities and prepare for its outreach.

Teresa Makinen, founder and principal of MakPro Services, began the company in 1998, and initiated the Pavement Management Program public outreach approach with the City of Glendale many years ago. She provides the resources and staffing, oversight, and coordination with elected officials or management.

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Macey McRae, MakPro associate, has been with MakPro for three years and is fluent in Spanish. She has worked to provide support for the project related to verbal translation, notifications, coordination, and outreach efforts.

Ben Makinen, MakPro associate, has been with MakPro for nine years and works as an additional resource for the pavement management project related to notifications, coordination, and outreach efforts.

1.3. Offeror's should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

City of Glendale Pavement Management Program - MakPro has been conducting public outreach for the City of Glendale's current Pavement Management Program since 2016, for the previous pavement management program back to 2014, and as far back as 2009 for the smaller pavement applications and projects.

Town of Queen Creek Pavement Preservation Program - MakPro has been conducting public outreach for the Town of Queen Creek's Pavement Preservation Program as far back as 2015. While the boundaries and lane miles for their program may not be as expansive as City of Glendale, ensuring their residents and businesses are informed is no less important.


City of Peoria Pavement Projects - MakPro has worked on several City of Peoria pavement projects as far back as 2019 until recent to include annual mill and overlay, microseal, crack seal, wide crack programs, and individual specific locations that required more intense coordination, such as dense commercial corridors or major arterials. MakPro worked to provide information, coordinate with residents and their community management, visit businesses being impacted, manage a project hotline.

Town of Gilbert Pavement Projects - MakPro has worked on several Town of Gilbert individual pavement projects to include two communities where deep mills took place and extensive notifications and coordination was required.

1.4. Company Background: Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

MakPro was founded in 1998, and has been conducting public outreach for governments and organizations in the Phoenix Metropolitan area and beyond for almost 23 years. We've worked on projects of all size and scope, and in all phases of project development, from planning, to design, and ultimately to construction.

Our services include public involvement, public outreach, meeting facilitation, partnering, and organizational management, so we understand how work gets done, and we're not afraid to do it. We look at each project, and it's

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communication needs, on its own merit to develop a specific, custom strategy for each and every project. Our background and experience on such a wide variety of projects, working in almost every neighborhood in Glendale, literally, has given us the foundational understanding that will be a key component in moving to the next cycle of Pavement Management. Having worked on previous and current Pavement Management Programs for Glendale, and on pavement management programs or projects for several other municipalities, we believe our level of knowledge is unmatched when it comes to providing quality public outreach and communication services to accompany, and support, these activities.

Our flexibility is no doubt unparalleled as we've demonstrated through the years of Pavement Management with the City of Glendale and others. Whether we're adjusting what we do to ensure communities are informed, or rescheduling our work to accommodate changing schedules on behalf of the contractors with which we work, we work to move the efforts forward. We take pride in the fact that the philosophy by which we work is to never have public outreach be the reason the work can't get done. So, we've often been required to "rework" our work to accommodate schedule changes and "recommunicate" or revise previously distributed information to ensure that those impacted by project activities have the most current information available.

In addition, unlike other public outreach companies, we take the initiative to make sure we have the most current information ourselves and insert ourselves into the program to create a solid bond with the contractors we work with, so that they trust we're working to help them meet their schedule and we communicate regularly with them, and our project manager, to ensure that issues are being resolved quickly and at the lowest level.

This combination of our commitment to being accountable for the public outreach program, our flexibility in meeting the ever-changing needs of a large program such as this, and our dedication to getting information out to those impacted ahead of the project's work, provides us the ability to meet project deadlines regularly. In fact, most times the deadlines are those we've imposed upon ourselves to ensure that we're managing the public outreach activities in an organized, thoughtful way and have a defensible, rational approach should issues escalate. When it comes to Pavement Management, we believe we understand the processes and impacts of the various applications better than any other firm.

## **2. METHOD OF APPROACH**

- 2.1. Offeror shall describe method and approach for how services will be performed by its employees and the process involved for correcting work not performed satisfactorily.



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Anne Morton will work as the public outreach project manager for the project and will use the historic knowledge she's come to have through the current work to identify the various locations paving applications will take place. Anne is very organized and tracks the schedules of the various contractors on a regular basis so that she, with the support of other MakPro staff, can provide timely, accurate responses to inquiries, and can prepare for the next scheduled work.

She looks ahead to the upcoming work to identify key stakeholders, such as schools, large commercial centers, areas with significant on-street parking or other paving challenges, to reach out well in advance of the contractor's work. In addition, should residential services be impacted, coordination is conducted with Sanitation for bulk trash or regular trash services, to minimize any service disruptions. This advance coordination provides vital information to the contractor and team to identify any unique scheduling needs, such as events or school bell schedules, and also gives the community an opportunity to learn about the upcoming work and can voice any unique needs. Anne shares this information with the contractor and as work is scheduled out, works with MakPro staff to develop any unique mailers or door hangers, and schedules work and timing for notifications.

As notifications are conducted, this coordination is logged and communicated to the team through the regular progress meetings, so that the entire team understands and is comfortable that notifications have gone out to prepare for their work.

In addition, to ensure that City management, elected officials, and key staff are informed about the upcoming activities, we send weekly e-updates to ensure they have the most current information.

It's on very rare occasions that we need to re-work or correct work, our in-house quality control program minimizes the likelihood of needing to re-work of our own accord. For each notification, we have a two-tier quality control review for the notification messaging and targeted area, and management updates are reviewed for accuracy. In the event work would need to be corrected, discussions would take place internally to develop a strategy for minimizing the project's exposure, discussions will take place with the project manager as to the corrective action that will be taken to ensure we all agree, and this action will be implemented as quickly as possible to make any needed corrections.

2.2. Offeror shall explain their meeting facilitation skills and how they handle angry residents/attendees.

Teresa Makinen is a trained meeting facilitator and has conducted training for several organizations to assist them in managing public meetings more effectively. Her background in internal audit and process improvement afforded her the opportunity to hone her facilitation skills, which has served MakPro well on many occasions. We have conducted hundreds of meetings, whether it be public meetings,



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community advisory panels, organizational meetings, focus groups, or the like, to provide information and help projects move forward.

Teresa has facilitated meetings of anywhere from 2 to over 200 people for some pretty controversial projects. A few examples of her experience include conducting public meetings for Bureau of Reclamation for an APS Line Siting that would have gone through near the Vistancia community in Peoria. Over 200 participants attended the meeting, to include Peoria's Mayor and Council, and Vistancia community organized residents arriving in buses to ensure there would be good attendance. The meeting was managed very well, and Teresa received many kudos for keeping the conversations and presentations on topic and managing the temperature of the room. Another example is five consecutive public meetings which were held for Bureau of Land Management for a Resource Management Plan (RMP) in North Phoenix wherein diverse groups of users had to find ways to co-exist in the project area, whether they be rock crawlers, shooters, bird enthusiasts, or hikers. Each of the five meetings had over 90 people in attendance and they developed an RMP that all could live with, and it went through the Department of Interior process with no appeals, which is a difficult task at best. This approach she developed was used as the benchmark for other similar planning processes by the organization, and the impetus for the promotion of the RMP project manager who now works in Washington DC at the management level.

The key to handling angry residents is really not trying to handle them at all, but to help them understand the project objectives and needs, and to work to understand their needs and concerns, and what attributes or components of the project are at issue. In working to find out what is really at issue, you can begin to build trust and also the discussion toward resolution. She has a unique ability to discuss the issues and build trust with stakeholders, which leads to beneficial communication between project owners, the project team and affected interests. She holds a Certificate in Alternative Dispute Resolution and understand and utilizes a variety of methods for conflict resolution. She works to build lasting relationships with stakeholder interests on behalf of the project and for the long-term benefit of project owners. MakPro was built on relationships, it's what brought us here and it's what keeps us going . . . it's the people.

2.3. Discuss your 24-hour Hotline services in detail. Include after hours, answering service, documentation/reports of summary of calls, and cost of services.

Our 24-hour hotline is answered with a live voice at all times. Staff responds to calls directly or during peak call times, so that nobody has to listen to a voice mail or leave a message, it rolls to a service that we've utilized for over 15 years, who acts as an extension of our office by gathering specific information and messaging us immediately. We respond to all calls within moments and all calls are logged with the name of the caller (unless they choose not to provide that), date and time of call, what their issue or question is, and what action we took to resolve it.

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The call log is updated regularly and provided to our client on a regular predetermined basis, whether it be weekly, monthly, or some other timeframe.

In addition, if we suspect that when we're fielding a call, the caller is not satisfied with the answer and may escalate internally to the City of Glendale, we contact our project manager immediately so that he is not caught off-guard should that take place. We explain what was discussed so that he'll be better prepared to discuss with management and determine the next steps. We believe in working as a seamless extension of City of Glendale staff, so we work closely with many staff positions to let them know that, should they receive calls or inquiries, we are available to respond or to assist them in crafting a response.

Cost of services for the project hotline is a flat fee for the availability of the project hotline, which is billed monthly. In addition, on some occasions where the calls are more complex or require extensive research or coordination, we bill that time using our hourly rates.

**2.4. Offeror shall explain public notification process for businesses and residents.**

The public notification process, in particular for pavement management, differs based on the application. That being said, our goal is to work so that those impacted by the activity will be able to understand, in advance, what is taking place, where it will take place, how they may be impacted, and most importantly, how to access the website or contact us with questions or concerns.

For those that are directly affected by pavement applications, wherein they will have restricted access for a period of time either to their driveway or street directly in front of them, door hangers will be distributed; and for those that may have impacts that create a bit of an inconvenience, yet still provide access, they will receive mailed notices, and we'll work to coordinate through the HOA and community manager as well.

**2.5. How are employees that go door-to-door and distribute project flyers tracked?**

Staff that conducts the door-to-door hangers or project flyers are provided a map or aerial which lines out specifically who is to receive the door hanger or notice, and then trained on what talking points to use should they be approached by residents or businesses with questions. This ensures that all staff are providing the same messaging relative to the work.

In addition, all staff have applications on their phone to track their route to ensure that no homes are missed or overlooked, and this information is reviewed by the MakPro project manager to make sure that all homes were properly notified.



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A similar approach is used for businesses; however, business visits are conducted when work is taking place near them and also what type of impacts to expect with driveway or other access impacts. Many times additional coordination is needed for the business when there are frequent customers visits to the business, such as schools, dialysis centers, post offices, to ensure that patrons can get to their destination efficiently: In addition, coordination takes place with property management for business centers to ensure they are aware of upcoming work and can respond to calls from their tenants in a productive manner.

### **3. TRANSITION PLAN**

3.1. Please describe in detail how you would propose to work with incumbent operator/s to ensure a seamless transition for program participants and operational transfer if your organization is selected as a new provider.

As we are working on the current Pavement Management Program, if selected, we expect and will ensure our transition to the new program will be seamless. As we have a good understanding of the history of the areas we're already touched, and have worked to inform the community, businesses and Glendale management of upcoming activities, we have a good sense of the planned activities for the coming year. Our relationships with pavement contractors of every type affords us the opportunity to dive right into the work at hand, and work toward the program's success. That being said, we are prepared to shift to the new program without issue.

#### **VENDOR EXCEPTIONS:**

Per Exhibit 2.2, 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


No exceptions

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#### **ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:**

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

We acknowledge receipt of Addendum #1

	<p style="text-align: center;"><b>City of Glendale</b> <b>Solicitation Number: RFP 21-38 / 42100041</b> <b>PUBLIC OUTREACH SERVICES – PAVEMENT</b> <b>MANAGEMENT PROGRAM</b> <b>RESPONSE WORKBOOK</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b></p>
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**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.

N/A



## SOLICITATION ADDENDUM

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2864

Solicitation Number: RFP 21-38 Addendum #1 Page 1 of 2

Solicitation Due Date: May 20, 2021, 2:00 p.m. (Local Time)

### **RFP 21-38**

#### **PUBLIC OUTREACH SERVICES – PAVEMENT MANAGEMENT PROGRAM**

As a result of the pre-offer conference conducted on May 6, 2021, the following revisions and clarifications have been made to Request for Proposals No. 21-38:

#### **QUESTIONS:**

1. City staff indicated at the pre-proposal meeting on May 6 that the construction contractor likely would be responsible for signage and sign fabrication as described in Section 3.5 of the RFP. Are we to assume that we are not to respond to this section of the RFP if this is the case? This would also apply to sign fabrication in the Pricing Workbook. Requesting clarification. Correct, PIO is not responsible for fabricating the signs, only to help ensure that the correct information is on them, such as Pavement Management Program hotline information and so forth.
2. Section 3.7 of the RFP indicates that answering machines are not acceptable for the hotline, but later states that an answering service/voicemail is acceptable outside of regular working hours, while the bulleted tasks stated in Section 3.1 say that a live response is required 24 hours per day. We would like to clarify that voicemail is acceptable outside of normal working hours if an immediate response is not possible. Live person at all times as possible with answering machines only if a live person is not available such in a transitory or emergency situation.
3. Section 3.7 of the RFP states that the hotline number should have TDD capabilities – we assume this to mean TTY, or text capabilities. Requesting clarification. Yes, TTY or text capabilities.
4. For pricing purposes, since it is nearly impossible to effectively provide a cost estimate, even with a yearly budget provided, for an unspecified number of projects in unspecified locations, we will need to provide a number of assumptions along with any costs quoted other than hourly rates. Where would the City like to see these assumptions listed? A new Pricing Workbook will be sent out with a section for additional pricing along with an Addendum.

#### **REPLACEMENT**

**Replace Pricing Workbook with Addendum Pricing Workbook.**



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2864

Solicitation Number: RFP 21-38 Addendum #1 Page 2 of 2

Solicitation Due Date: May 20, 2021, 2:00 p.m. (Local Time)


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: MakPro Services, LLC

Address: 2036 N Gentry, Mesa, AZ 85213

Authorized Signature: *Teresa Makinen*

Print Name and Title: Teresa Makinen, Principal/Owner

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-38 / 42100041</b> <b>PUBLIC OUTREACH SERVICES – PAVEMENT</b> <b>MANAGEMENT PROGRAM</b> <b>ADDENDUM - PRICING WORKBOOK</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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### 3. PRICING/COST WORKBOOK

Contractor must complete the Pricing Schedule below. 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**

**Staff Hourly Rates**

Principal/Project Manager	\$ <u>110</u> /hr
Associate/ Coordinator	\$ <u>90</u> /hr
Translation Services	\$ <u>85</u> /hr
Additional Staff	\$ _____/hr
Additional Staff	\$ _____/hr

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

Comply: YES  NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

**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:** MakPro Services, LLC

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

The schedule for the Public Outreach Services for Pavement Management Program will be for a five year period, renewable on an annual basis.

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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](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.)

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


A Pre-Offer meeting will be held on **May 6, 2021, 10:00 AM Arizona Time. Pre-Offer meeting will be held virtually through GoToMeeting.** Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

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

**3. 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 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

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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.
- 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


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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 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:

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- 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. **“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.
- e. **“Offeror”** means the business, entity or person who submits an Offer in response to a competitive solicitation.
- f. **“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.
- g. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
- h. **“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](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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In

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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 thirty days from receipt of the change. Price increases or extensions of delivery time shall not be

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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 Procurement Internet home page at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice of intent to award](https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award). 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).
- 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.

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**30.OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at [procurement@glendaleaz.com](mailto: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** 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 Department of Insurance. Individual sureties and letters of credit are not acceptable.

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- 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 I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification


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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 Procurement, 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:
  - i. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market.
  - ii. 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
  - iii. 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, employees and volunteers shall be named as additional insureds with respect to**

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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) Fidelity Insurance (Crime Bond)**

- (1) The policy shall be issued with minimum limits of \$1,000,000.
- (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
- (3) The policy shall include coverage for third party fidelity.
- (4) The policy shall include coverage for theft.
- (5) The policy shall contain no requirement for arrest and conviction.
- (6) The policy shall cover loss outside the premises of the Named Insured.
- (7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

**v) Professional Liability (Errors & Omissions) – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.**

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

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(3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work

**vi) Cyber Liability** – with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

**vii) 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 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 D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**


Method and amount of compensation is determined by RFP 21-38.

**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 \$500,000.

**DETAILED PROJECT COMPENSATION**

See attached Pricing Workbook.

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### 3. PRICING/COST WORKBOOK

Contractor must complete the Pricing Schedule below. 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**

**Staff Hourly Rates**

Principal/Project Manager	\$ <u>110</u> /hr
Associate/ Coordinator	\$ <u>90</u> /hr
Translation Services	\$ <u>85</u> /hr
Additional Staff	\$ _____/hr
Additional Staff	\$ _____/hr

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

Comply: YES  NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

**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:** MakPro Services, LLC