

**AGREEMENT FOR
GUARDRAIL, SIGNS AND MARKINGS, REPAIR AND INSTALLATION SERVICES**

City of Glendale Solicitation No. RFP 23-10

This Agreement for Guardrail, Signs and Markings, Repair and Installation Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Xcessories Squared Southwest Inc., an Arizona corporation authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2023.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 23-10 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

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

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

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

- 3.4 Coordination; Interaction.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$375,000 for the entire term of the Agreement, including extensions, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

- 5.1 Applications.

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

- 5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

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

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

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within 15 days after receipt of written notice specifying the breach.

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

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

8. Insurance.

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

- (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

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

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

12. Notices.

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

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

12.2 Representatives.

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

Xcessories Squared Southwest Inc.
c/o Andrew Reinert, Inside Sales Coordinator
PO Box 135
Auburn, IL 62615
Tel: 623-882-1153
Email: Areinert@x-sqrd.com

- 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 Alan Heathcoat, Principal Engineer
6210 W Myrtle Avenue
Glendale, Arizona 85301
623-930-2041

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

15. **Term.**

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend

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

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 Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Xcessories Squared Southwest Inc.
an Arizona corporation



By: Andrew Reinert
Its: Inside Sales Coordinator

EXHIBIT A

GUARDRAIL, SIGNS AND MARKINGS, REPAIR AND INSTALLATION SERVICES

PROJECT

Xcessories Squared Southwest Inc. shall furnish sign posts and hardware materials on an "as needed" basis as per attached RFP 23-10 Scope of Work.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 23-10

ONLINE BID NUMBER: 42300012

TITLE: GUARD RAIL, SIGNS AND MARKINGS, REPAIR AND
INSTALLATION SERVICES

PUBLISHED DATE: AUGUST 31, 2022

PRE-OFFER CONFERENCE: SEPTEMBER 14, 2022, 10:00 AM Local Time

A pre-offer conference will be held at Glendale City Hall, 5850 W. Glendale Avenue, Conference 3A, Glendale, AZ 85301. Attendance is not required by strongly encouraged.

OFFER DUE: SEPTEMBER 26, 2022, 2:00 PM Local Time

Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).

NOTE: This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.

CONTACT: Elmer Garcia, NIGP-CPP
Procurement Officer
Procurement Division
623-930-2866
egarcia1@glendaleaz.com

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - New and Existing Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



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

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Exhibits Package

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

Required Submittal Documents

- 1. Response Workbook – To be completed by Offeror and submitted as their response.
Cover Sheet
Offer Sheet
Required Responses
- 2. Pricing Workbook – To be completed by Offeror and submitted as their response.



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1. INTRODUCTION

- 1.1 The City of Glendale, Arizona, (“City”) Transportation Department is seeking experienced contractor(s) to provide all labor, tools, equipment, materials and supplies to perform all work necessary for the construction, installation, and/or removal of signing, striping, and safety devices (including guard rail and cable barrier systems) on arterials, collector and local roadways within the City of Glendale.
- 1.2 These services may be scheduled by the City or unplanned or considered emergency work for which City staff is either not available, or which requires specialized equipment, skill or knowledge of a general contractor.
- 1.3 The Transportation Department may contract with multiple contractors for each service area depending on the needs of the City.
- 1.4 Successful contractors may submit proposals on all or any services they are qualified to provide as specified in the Scope of Work, Service Requirements.
- 1.5 The Transportation Department maintains the City’s traffic signals and intelligent transportation systems, traffic signs, pavement markings, work zone traffic control and large event traffic management.

2. OBJECTIVE

The City of Glendale is seeking qualified contractors to provide various services for the City on an on-call, contractual basis, including, but not limited to the construction, installation, maintenance and repair of the City’s traffic signs, stripes, guard rails, cable barrier systems and related services.

3. SCOPE OF WORK

3.1 Service Requirements

The Contractor(s) shall provide services associated with the supply of materials, repair, installation, and replacement services as specified in this Scope of Work. These services primarily consist of, but not limited to the following tasks:

- A. Roadway signs and sign supports: Material supply, installation, repair, and/or removal.
- B. Roadway striping: Installation and/or removal.



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- C. Guard rail (Guard rail, end treatments, cable barrier, and sand barrel impact attenuators): Installation, repair, and removal.
 - 1. Guard rails vary throughout the City and will be determined by the Contract Administrator based on the location before any work begins.
 - 2. Guard rail material may vary depending on location. Contract Administrator will determine the correct material to use before work begins.
- D. Annual inspection of the guard rail, end treatments, sand barrels impact attenuators, and cable barrier systems within the city right of way (ROW)
- E. Provide monthly reports and invoicing of completed tasks and/or requests/assignments.

3.2 Pricing

- A. Contractor's pricing shall include, but is not limited to, experienced labor, tools, equipment, materials and supplies, licenses, fees, insurance, profit, and other associated costs (except sales taxes), necessary to provide the required services.
- B. All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional costs, fees or surcharges shall be allowed by the City.
- C. Contractor's quote for each project shall be agreed upon in writing by the City before any work is started.
- D. Extra Work. Payment for extra work of any will not be allowed by the City unless the same has been approved and ordered in writing by the City.

3.3 Service Areas Covered

- A. Contractors shall be responsible for all areas within the municipal boundaries of the City of Glendale.

3.4 Minimum Requirements

- A. The Contractor shall provide all necessary equipment, tools, vehicles, materials/hardware, and personnel to meet the requirements of this contract.



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- B. The Contractor's materials, techniques, and processes used for the activities listed in this contract shall comply with the Manual on Uniform Traffic Control Devices, the AASHTO Roadside Design Guide, City of Glendale Standards and Specifications as well as any applicable Federal, State, local laws, regulations, permits, standards and ordinances.
- C. Contractor shall maintain, in current status, all Federal, State, County and local licenses and permits required to operate the Contractor's business.
- D. Contractor's technicians shall be fully trained and have a minimum of six months experience in the following areas:
 - 1. Sign manufacturing, repair, installation and removal.
 - 2. Installation and removal of roadway striping and pavement markings.
 - 3. Installation and maintenance of guard rail, end treatments, cable barrier, and sand barrels impact attenuators.
- E. The Contractor shall perform all work/services Monday through Friday between the hours of 8:30 AM through 4:00 PM, excluding holidays.
- F. Before any excavation or ground disturbance takes place, the work area must be marked and cleared by AZ811.
- G. Contractor shall not schedule any overtime services without express written consent/ authorization from the City's Contract Administrator and/or their designee.
- H. Contractor shall provide all equipment necessary (such as traffic control devices, safety equipment, etc.) to protect the well-being of its employees, City staff, and the general public when performing work under this contract.
- I. Contractor shall arrange its work so that no undue traffic delays or prolonged blocking of business establishments will occur.
- J. Contractor shall keep all existing public streets open at all times unless written approval/permission to close these streets, or portions thereof is granted, in accordance with the City's barricade ordinance. If closures are expected, all traffic control plans are to be submitted through <https://form.jotform.com/51656293806159>
- K. Any accident resulting in damage to City property or causing personal injury within the limits of the work site shall be immediately reported to



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the appropriate police department or other required agencies and the City/State.

- L. Contractor should prepare a written summary report covering their scheduled activities that includes the date of installation, repair, and or removal of any mitigation devices, etc. and submit this report to the Transportation Department when requested by the City.
- M. Contractor shall be allowed 3 working days to repair guard rail, cable barrier, and sand barrels. Signing and striping activities shall be completed within 7 days and when replacing a square mile(s) of signs, it shall be completed in 30 days or less for the completion of work after receipt of purchase order or written order from the City.
- N. Contractor shall not, without the written approval of the City, do work for a resident or property owner abutting the work at the time that the City's project is in progress.
- O. Contractor shall be responsible for keeping the project site free of any construction debris and trash.

3.5 General Requirements

- A. Term. The term of the resultant contract shall be for a one (1) year period.
- B. Option to Extend. Based on satisfactory Contractor performance, the City, may at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- C. Quantities. Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of the agreement shall be determined by the actual needs and availability of appropriated funds.
- D. Brand Name or Equivalent. There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of



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material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.

- E. Performance of Service. Performance of the required services shall be completed in accordance with the Scope of Work.
- F. Parts and Materials. When requested by the City, the Contractor may furnish parts and materials that are not listed in the PRICING WORKBOOK. Parts and materials shall be paid by the City at List Price or MSRP minus % discount offered by Contractor (see PRICING WORKBOOK). The Contractor shall provide the List Price or MSRP price when requested by the City.
- G. Changes to Products or Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to products or services within the scope of the work as may be deemed necessary to best serve the needs of the City.
 - 1. In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-days' notice prior to date of discontinuance of services and responsibilities.
 - 2. The Contractor shall not be compensated for the loss of work due to deletions or substitutions.
 - 3. In the event the City and the Contractor cannot agree on additional service or equipment charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.
- H. Safety Standards. Products, equipment and supplies supplied by the Contractor under this contract shall comply with the current applicable federal, state and local laws and standards.
- I. Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Contractor. The cost of replacing the product/service and other similar expenses shall be paid by the Contractor.



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- J. Subcontractors. When subcontractors are used in the performance of certain functions under the contract, subcontractors shall be subject to the same terms and conditions as the Contractor.
- K. Post-Award Conference. After award of the contract, the Contractor may be required to attend a post-award conference when requested by the City.
- L. Permits and Licenses. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- M. Order Acceptance. Services performed for the City will be subject to a complete review by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards.
- M. Loss or Damage to City Equipment or Property. When damages to City equipment or property occurs as a result of Contractor's negligence, the City will arrange for repairs or replacement to be made and the costs for making repairs/replacement to the property will be deducted from final payments to the Contractor.
- N. Billing or Invoicing. The Contractor shall not bill the City for unnecessary repairs; repairs that were not completed satisfactorily; repairs that did not fix an identified problem; or for services that were made by staff unqualified to perform the repairs.

Contractor shall ensure that pricing for labor, repair parts, and equipment is consistent with contract prices. Contractor's invoices shall not include unauthorized charges. Contractors shall provide a detailed monthly invoice which includes the following:

- City Purchase Order reference number
- Itemized products or services purchased
- Separate line item for any product discount (if applicable)
- Separate line item for sales tax

3.6 Contract Performance Measures



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- A. To ensure the successful performance of the contract, the City may conduct regularly scheduled meetings and discussions with the Contractor.
- B. The Contract Administrator will serve as monitor to oversee compliance with the contract requirements and to assist in resolving problems as they occur.
- C. The City reserves the right to make the final determination whether or not Contractor's services have been completed in a satisfactory manner.
- D. In the event the Contractor fails to perform satisfactorily in accordance with the contract requirements, the Contract Administrator shall note the discrepancies and work deficiencies in writing and, unless it is an emergency (in which case a phone call will suffice), shall bring them to the attention of the Contractor's representative.
- E. The Contractor will be given a written notice setting forth the deficiencies to be corrected.
- F. In the event the Contractor has been notified of a deficiency, the Contractor shall correct the deficiency within three (3) working days.
- G. In the event that the Contractor is issued a second, third and fourth notices, the City may impose a 10% reduction of the Contractor's monthly billing.
- H. If Contractor receives five (5) or more documented notices in one calendar year, the City may exercise its option to terminate the contract.
- I. In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using City personnel or by a separate contract, and the cost of such actions will be deducted from the Contractor's monthly invoice.

3.7 Emergency Business Services

- A. During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. In general, emergency orders may be placed using a City Procurement Card.



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3.8 Contract Administration

- A. The Transportation Department Contract Administrator or designee shall perform all Contract Administrative functions associated with this document.



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4. HOW WE CHOOSE

4.1 **SCORING RESPONSES:**

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

- o 50% Experience, proven performance, and qualifications
- o 25% Method of Approach
- o 25% Price

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

4.3 LENGTH OF CONTRACT: The City will award for an initial one (1) year with four (4) additional one-year renewal options.

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

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

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

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

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

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

4.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD: Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the Notice of Intent to Award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement



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Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).

- 4.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City’s online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 4.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City’s online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 4.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City’s best interest to do so.
- 4.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

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



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

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

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



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5. SUBMISSION CHECKLIST

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

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

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

Checklist for Submitting Proposal	Complete (✓)
Submission Requirements	
COVER SHEET (Response Workbook) Offeror Name Offeror Address	
COMPLETED OFFER SHEET (Response Workbook)	
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS	
2. METHOD OF APPROACH	
3. PRICE	
ADDENDUM RESPONSES (if applicable)	
Return of Offer	
<ul style="list-style-type: none"> Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. 	



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6. SUBMISSION REQUIREMENTS

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

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

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

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

Helpful Hints:

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



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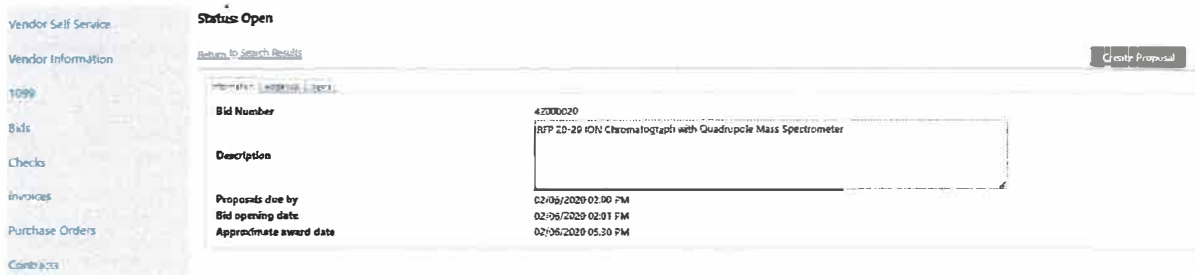
Online Submittal Checklist

Vendors should use this checklist to ensure that they have successfully submitted a proposal for a bid.

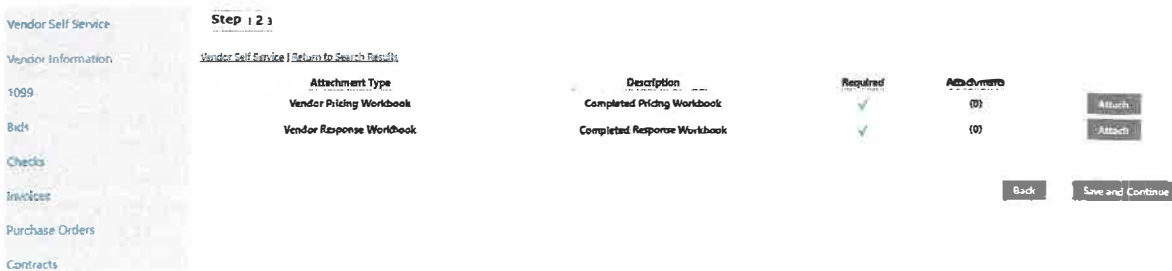
- Register as a vendor in the Vendor Self Service portal.
<https://glendaleazvendors.munisselfservice.com/default.aspx>

Vendor Registration instructions are located on the City's website.
<https://www.glendaleaz.com/cms/One.aspx?portalId=15209085&pageId=16366196>

- After registered, find the bid you wish to bid on and select "Create Proposal"



- Under attachment type vendor will see the attachments that are requested by the City. Until requested documents have been attached, it will say (0) for the number of attachments.





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- After required attachments have been uploaded, the number of documents files attached with show ex. (1), (2), (3), etc.

Bid Attachments
Step : 2 3

Vendor Self Service | Return to Search Results

Attachment Type	Description	Required	Attachments
Vendor Pricing Workbook	Completed Pricing Workbook	✓	(1)
Vendor Response Workbook	Completed Response Workbook	✓	(1)

Buttons: Back, Save and Continue, Attach, Attach

- After selecting save and continue vendor will see a “Submit Bid” button. This must be clicked in order for the proposal to be submitted.

Bid Verification
Step 1 2 3

Vendor Self Service | Return to Search Results

Proposal Status: Pending

Information | Attachments | Details | Attachments

Bid Number	42000020
Description	RFP 20-29 IDN Chromatograph with Quadrupole Mass Spectrometer
Proposals due by	02/06/2020 02:00 PM
Bid opening date	02/06/2020 02:01 PM
Approximate award date	02/06/2020 05:30 PM

Buttons: Submit Bid

- After selecting submit bid the vendor will receive a message that states, “Response submitted successfully.”

Response submitted successfully

OK



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- After selecting "Ok" vendor can verify submittal status by going back to Bids and selecting "Return to My Bids" to verify submittal.

A green thumbs up will be displayed under the "Submitted" status. This signifies successful submittal of proposal.

Bids

[Search bids](#)

Proposal Status: All Submitted All Bid Status: All

Recent bid requests

All times reflect (UTC-07:00) Arizona

Due by Date	Bid Number	Description	Vendor ID	Bid Status	Submitted	Proposal Status
02/06/20 14:00 PM	42000020	RFP 20-29 ION Chromatograph with Quadrupole Mass Spectrometer		Accepting Proposals		

EXHIBIT B
GUARDRAIL, SIGNS AND MARKINGS, REPAIR AND INSTALLATION SERVICES
COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project, including extensions, must not exceed \$375,000.

DETAILED PROJECT COMPENSATION

See Contractor's response to RFP 23-10 (ATTACHMENT 1).

ATTACHMENT 1

RFP 23-10 / 42300012

GUARD RAIL, SIGNS AND MARKINGS, REPAIR AND INSTALLATION SERVICES

REVISED PRICING WORKBOOK



Contractor's pricing shall include, but is not limited to, experienced labor, tools, equipment, materials and supplies, licenses, fees, insurance, profit, and any other associated costs (except sales taxes) necessary to provide the required services.

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

Item No.	Equipment Category	Item Description	Unit of Measure	Annual Estimated Quantity (A)	Unit Price (B)	Extended Price (A X B)
SIGN POSTS AND HARDWARE MATERIAL						
27	S igns	2"x 10', 12 gauge, perforated post	L.FT.	1000	\$ 4.05	\$ 4,050.00
28	S igns	2"x 12', 12 gauge, perforated post	L.FT.	1000	\$ 4.05	\$ 4,050.00
29	S igns	2.5"x 12', 12 gauge, perforated post	L.FT.	1000	\$ 5.34	\$ 5,340.00
30	S igns	2.25" x 36", 12 gauge, perforated post	L.FT.	1000	\$ 4.98	\$ 4,980.00
31	S igns	2.5"x 18", 12 gauge, perforated post	L.FT.	1000	\$ 5.92	\$ 5,920.00
32	S igns	1 3/4"x 12', 12 gauge, perforated post	L.FT.	1000	\$ 4.47	\$ 4,470.00
33	S igns	3/8" Drive Rivets Boxes	EACH	10,000	\$ 0.48	\$ 4,800.00
34	S igns	Light Duty Wedge Puller	EACH	10	\$ 125.00	\$ 1,250.00
35	S igns	Light Duty Hook	EACH	10	\$ 15.75	\$ 157.50
36	S igns	3/4"x .030 stainless steel banding - 100' roll	EACH	10	\$ 125.00	\$ 1,250.00
37	S igns	3/4" band-it D02189 without bolts-- 100 boxes	EACH - box of 100	10	\$335.00	\$ 3,350.00
38	S igns	3/4" band-it C25699 ear lokt buckles-- 100 boxes	EACH - box of 100	10	\$75.00	\$ 750.00
39	S igns	Surface Mount Kleen Break Assembly	EACH	25	\$ 6750	\$ 1,687.50
40	S igns	Complete Kleen Break Assembly for 1 3/4" & 2" square post	EACH	25	\$67.50	\$ 1,687.50
41	S igns	5/8" - 11 x 4" Model 425 S hear Bolt w/hardware	Per Box	10	\$ 56.90	\$ 569.00
42	S igns	3" O.D. x 1.3" I.D. x 0.825" Thick Rubber Bushing	Per Box	10	\$ 38.80	\$ 388.00
43	S igns	Post to Coupler Locking Wedge	Per Box	10	\$ 59.70	\$ 597.00
44	S igns	1 3/4" square cap 12" flat blade	EACH	500	\$ 15.00	\$ 7,500.00
45	S igns	2" square cap 12" flat blade	EACH	500	\$ 15.00	\$ 7,500.00
46	S igns	2" square cap 18" flat blade	EACH	500	\$ 55.00	\$ 27,500.00
47	S igns	90 degrees cross - flat blade 12"	EACH	500	\$ 15.00	\$ 7,500.00
48	S igns	24" cantilever bracket - flat blade	EACH	500	\$ 45.00	\$ 22,500.00
49	S igns	Sign Blanks (Mult-sizes) .08 thickness	S Q.FT.	10,000	No Bid	No Bid
50	S igns	Sign Blanks (Mult-sizes) .125 thickness	S Q.FT.	10,000	No Bid	No Bid
51	S igns	Sign Heating XI DG, Clear film, Graffiti film, EG Vinyl, TMP5)	S Q.FT.	10,000	No Bid	No Bid
Sub-Total (Item No. 27 thru 51)						\$117,796.50

GRAND TOTAL	\$117,796.50
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NOTE: *	All new 2" Telespar installation prices shall include 2.25" sleeve and 2.5" base (for 2.5" Telespar it shall include 3" base) and related hardware	
NOTE: **	All quotes for guardrail and cable barrier systems must include rail, blocks, and hardware, anchor assemblies and posts	
NOTE: ***	Adhesive material, if applied, will be included in the unit bid price of the item	
Note:	Items 288, 289, and 290 will only be paid when it is required by the approved traffic control plan	
Note:	If 2 work orders are issued within 5 miles of each other, only one mobilization will be authorized	
Note:	If a project requires the contractor to be on site for more than one working day, only one mobilization fee will be authorized	
PRICING FOR PARTS AND MATERIALS USED (not included in this contract) (LIST PRICE or MSRP MINUS % DISCOUNT OFFERED BY VENDOR)		
Item No.	Item Description	% Discount Offered by Vendor
286	Discount % off of List Price or MSRP for parts and materials not listed in the PRICING WORKBOOK above (See RFP Package Section 3.5.F).	N/A
287	Repair to damaged guard rail end treatment will be based on a negotiated fee based on the actual damage.	No Bid Required

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

Comply: YES NO

If your answer is NO, please state terms offered: Net 30 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.

CONTRACTOR'S NAME: Xcessories Squared Southwest Inc.