



# CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 27-03  
**ONLINE BID NUMBER:** 42600057  
**TITLE:** TRIP HAZARD REMOVAL SERVICES  
**PUBLISHED DATE:** June 17, 2026  
**QUESTION DEADLINE:** June 23, 2026, 2:00 PM Local Time  
**OFFER DUE:** July 1, 2026, 2:00 PM Local Time

Offer Submission Through

***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:** Aimee Fields, Procurement Officer  
Purchasing-Procurement Division  
623-930-2865  
[afields1@glendaleaz.com](mailto:afields1@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 - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.

*For vendor convenience we have identified the commodity codes used in this solicitation on this page. (A Commodity Code is a universal classification for identifying commodities and services in procurement systems). **The commodity code(s) used in this solicitation are:***

**91382, 96118, 91430, 74502, 74565, 74506, 21015, 21047, 21085, 55031,**



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**Trip Hazard Removal Services**

**CITY OF GLENDALE**  
**Procurement Division**  
**5850 W. Glendale Ave.,**  
**Suite 404**  
**Glendale, Arizona 85301**

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### Attachments

EXHIBIT 4: CONTRACT TEMPLATE (Agreement)

EXHIBIT 5: WORK AREA - CITY OF GLENDALE MAP

### Required Submittal Documents

1. **Response Workbook** – To be completed by Offeror and submitted as their response.
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 (City) Transportation Department is seeking proposals from qualified Contractors to identify and eliminate tripping hazards at multiple locations throughout the City on an “as needed” basis.
- 1.2. Services shall include, but are not limited to repairs to uneven city sidewalks, gutters, curbs, and asphalt.

**2. BACKGROUND**

- 2.1. The City of Glendale Transportation Department is responsible for the management and maintenance of City streets, including pothole patching, sidewalk maintenance and concrete repair.

**3. OBJECTIVES**

- 3.1. The City of Glendale is committed to providing safe sidewalks for pedestrians. This includes maintaining level and even concrete, gutters and curb sections to mitigate risk to the City while reducing injuries from falls or tripping hazards.

**4. SCOPE OF WORK**

4.1. General Requirements:

- 4.1.1. The Contractor shall be responsible for providing all labor, materials, tools, equipment, and supplies necessary to perform repair services at various City locations.
- 4.1.2. All services shall be performed in accordance with all Federal, State and local codes including the American Disabilities Act.
- 4.1.3. The Contractor shall maintain and comply with all appropriate license, insurance and permit requirements of the City, State and Federal government.
- 4.1.4. The Contractor shall provide telephone contact information and shall respond to messages from City staff within twenty-four (24) hours.

4.2. Specific Requirements:

- 4.2.1. The Contractor shall identify and eliminate tripping hazards caused by concrete sidewalk offsets between the heights of one quarter (1/4) inch to two (2) inches.



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- 4.2.2. A complete list of the streets to be repaired for each day of work shall be submitted by the Contractor to the City for review at least five working days prior to the start of work.
- 4.2.3. The Contractor shall cut all trip hazards.
  - 4.2.3.1. Each offset will be tapered at no more than an eight (8) percent slope and shall have a smooth, uniform appearance and texture.
- 4.2.4. All saw cutting shall be taken to the zero (0) point of differential settlement and to the edges of the sidewalk to eliminate trip hazards the full width of the sidewalk.
  - 4.2.4.1. The finished surface shall provide a uniform appearance and texture of removed trip hazard and shall have a coefficient of friction of at least zero-point six (0.6) pound per square inch.
- 4.2.5. All debris and concrete dust shall be cleaned from the sidewalk surface as well as surrounding areas, sidewalks, driveway, landscaping or other objects in vicinity of work.
- 4.2.6. Any damage to adjacent landscaping, sprinklers or grass shall be returned to its good condition as existed prior to work.
- 4.2.7. The Contractor shall provide appropriate traffic control for the sidewalk/walkway and will perform work at the appropriate schedule to minimize disruption to the public. Locations and schedules shall be coordinated by the Contractor and the City of Glendale or contract administrator or his designee.
- 4.2.8. The Contractor shall take all reasonable precautions to prevent injury to its employees, City staff, or all other persons affected by their operations.
- 4.2.9. The Contractor shall perform work during the City's normal working hours from 7:30 AM to 5:00 PM, Monday through Friday except holidays.
- 4.3. Scheduling Requirements
  - 4.3.1. The City Representative will email specific repairs within a common area directly to the Contractor.



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4.4. Work Locations: **See Exhibit 5**

4.5. Equipment

4.5.1. Contractor will provide all equipment required to complete the work.

4.5.2. Vehicles and equipment utilized shall be maintained in a clean and mechanically sound condition.

4.5.3. Vehicles and equipment shall clearly identify the Contractor

4.6. Inventory

4.6.1. The Contractor shall maintain an adequate inventory of all materials and supplies necessary to complete the work requested in the scope of this solicitation.

4.7. Performance Expectations

4.7.1. The Contractor shall have the highest consideration for the safety, comfort, cleanliness and convenience of pedestrians and adjacent property owners.

4.7.2. The Contractor shall be able to provide exceptional customer service to property owners as well as pedestrians.

4.7.3. If performance is deemed unsatisfactory, the Contractor will be given two (2) days to correct the problem(s).

4.7.3.1. If the Contractor does not initiate corrective action within the specified time, the City has the right to immediately complete the work. All costs associated with the City completing the work may be deducted from any amounts owed to the Contractor.

4.8. Inspection and Acceptance

4.8.1. The Contractor shall provide before and after photos of all work completed.

4.8.2. The City Shall Inspect work and provide final acceptance within ten (10) calendar days of completion of the repair.



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## **5. HOW WE CHOOSE**

### **5.1 SCORING RESPONSES**

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

- 30% Experience, proven performance, and qualifications
- 25% Method of Approach
- 25% Capacity of Offeror
- 20% Cost

**5.2 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.

**5.3 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.

**5.4 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.

**5.5 ADDITIONAL INVESTIGATIONS:** The City reserves the right to conduct any additional investigations necessary to evaluate the competence, financial stability, and overall qualifications of any Offeror. This may include, but is not limited to, reviewing past contract performance, verifying financial statements, and assessing the Offeror's ability to successfully fulfill the requirements of this solicitation.

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

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



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**6. NOTICE OF INTENT TO AWARD**

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 shall be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.

**7. FILING A PROTEST**

Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest shall:

- Be submitted in writing to the Finance Director no later than:
  - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
  - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected,



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or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

By submitting a proposal, the Offeror acknowledges and agrees to abide by the City's procedures for bid protests and public record requests.

**8. 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 shall be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.

**9. OFFER ERRORS OMISSIONS AND CORRECTIONS**

City will not be responsible for any offeror's 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.

**10. 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 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.

**11. 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 Procurement Division employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed





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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.

**12. 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 shall legally disclose the Proprietary Information.

**13. 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.**



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Checklist for Submitting Proposal		Complete (✓)
<b>Submission Requirements</b>		
OFFER SHEET (Response Workbook) Offeror Name Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS		
2. METHOD OF APPROACH		
3. CAPACITY OF OFFEROR		
4. TRANSITION PLAN		
5. COST (Shall be submitted in a separate electronic file)		
COMPLETED PRICING WORKBOOK		
ADDENDUM RESPONSES (if applicable)		
<b>Return of Offer</b>		
<ul style="list-style-type: none"> <li>Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook shall be submitted separately from the rest of the proposal.</li> </ul>		

#### 14. SUBMISSION REQUIREMENTS

For this proposal, Offeror shall provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

**Responses shall 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 shall clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

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 shall legally disclose the Proprietary Information.



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**Helpful Hints:**

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



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**EXHIBIT 1: SPECIAL NOTICES**

By signing on the Offer/Bid page, solicitation Addendum(a), 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 required proposal responses 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: [Vendor Self Services](#)

(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 - Not applicable**

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. 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



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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:

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

**4. QUESTIONS AND INQUIRIES**

Any question related to this Request for Proposal shall be submitted in writing to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. **Questions shall be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document.** Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. 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.

**5. 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.

**6. PUBLIC RECORD REQUIREMENTS**

Offeror acknowledges that the City is a public agency and shall comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary shall 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.

**7. 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 shall also ensure appropriate licensing of any subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.



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**8. 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.

**9. 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 Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**EXHIBIT 2: SPECIAL TERMS AND CONDITIONS**

By signing on the Offer/Bid page, solicitation Addendum(a), 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: [Standard Terms and Conditions](#)

- 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,



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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, shall 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, shall 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. **ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor shall be registered with the Arizona Corporation Commission (ACC) and maintain active status.
4. **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 the solicitation is either canceled, 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.
5. **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.
6. **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.
7. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form shall be initialed and dated by the individual signing the offer. No corrections will be permitted after the offers have been opened.
8. **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.
9. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification shall be received





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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.

- 10. 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.
- 11. TERM** The term of the resultant contract shall be for a **one (1) year initial term**. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement.
- 12. OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional **four (4) years renewable on an annual basis, but may not exceed a total term of 5 years**, unless a longer term is approved by the City Council. Bidder shall be notified in writing by the City Finance Director 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.
- 13. 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.
- 14. SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted 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 subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract 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. Subcontractors will be dealt with as workmen and representatives of the contractor.
- 15. 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.





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- 16. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 17. 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.
- 18. 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 Finance Director 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.
- 19. 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.



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- 20. 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.
- 21. 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.
- 22. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes.
- 23. 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.
- 24. 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 binding on the City unless in writing and approved by the Finance Director prior to the institution of the change.
- 25. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) 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 shall 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.
- 26. 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.
- 27. 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 Finance Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest shall be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award



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has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet [here](#). Untimely protests will not be considered.

- 28. 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.
- 29. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 30. 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.
- 31. 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).
- 32. 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.
- 33. 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 issued its Notice of Intent to Award.
- 34. 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.
- 35. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 36. 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



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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.

- 37. 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 or has been suspended or debarred as provided in the City Code.

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

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

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

- 39. 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.
- 40. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 41. 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.



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- 42. 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.
- 43. 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 program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 44. CONTRACT MANAGER** The staff member identified as the Contract Manager for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Manager manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Manager 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



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**45. 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.

**46. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)**

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor shall comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.





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- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor shall maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

f. **Suspension and debarment policy (Sec.2-152. Code)**

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
  - Criminal offenses related to contract procurement or performance.
  - Violations of state or federal laws affecting business integrity.
  - Breach of contract or failure to perform.
  - Legal proceedings or investigations impacting responsibility as a contractor.
  - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.

### **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.



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- 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	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

- (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**

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) \$2,000,000.

- (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 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**





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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.
- (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 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) (\*If applicable)**

- (1) The policy shall be issued with minimum limits of \$2,000,000.
- (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 Errors & Omissions 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 shall be shown and shall be before the date of the contract or the beginning of contract work.
- (2) Insurance shall be maintained and evidence of insurance shall be provided for at least five (5) years after completion of the contract of work.
- (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 shall 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**



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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 shall 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.