

REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **PR 22-074**

Solicitation Title: **Holiday Lighting and Festive Display Services**

Release Date: **June 1, 2022**

Advertisement Dates: **June 3, and June 8, 2022 – SW Valley Republic
June 02, 2022 – Arizona Republic
June 09, 2022**

NON-MANDATORY
Pre-Submittal Conference: **11:00 a. m.** (local time, Phoenix, Arizona)
Teleconference Call-in Instructions: Please see conference Meeting Details at <https://vendorregistry.com/>
A Site Tour of the Service Areas is available by registration, only.

Final Date for Inquiries: **June 14, 2022**, All inquiries must be submitted through the Vendor Registry website:
<https://vendorregistry.com/>.

Proposal Due Date and Time: **June 23, 2022
5:00 p.m.** (local time, Phoenix, Arizona)
Vendor Proposals must be submitted through Vendor Registry, only. Vendors must view or download all attached forms prior to submitting Proposals.
Website address: <https://vendorregistry.com/>

Shortlist Announced for Oral Interviews: **June 27, 2022**

Oral Interviews (if necessary): **July 06, 2022**

Anticipated Agreement Start Date: **July 18, 2022**

RFP Administrator: **Loretta Browning** lbrowning@avondaleaz.gov
623-333-2029

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Avondale reserves the right to amend the solicitation schedule, as necessary.

SECTION A

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PART I. RFP PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing professional services consisting of Holiday Lighting and Festive Banner and Flag installation, maintenance, repair, and removal (collectively the “Services”) as described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference. The City reserves the right to award one (1) primary contract and one (1) secondary contract for each of the Service Areas. The secondary contractor will be used if the primary contractor is unable to provide the required on-call Services within a twenty-four (24) hour period. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

Vendors may propose responses to one or all Services requested in the scope of work, but the City will evaluate the Service Areas and pricing separately. If one Vendor is awarded multiple Service Areas, it is expected that they will maintain distinct teams to manage and operate each Service Area scope. The oversight and maintenance of separate teams and sufficient staffing is critical as the City requires the need for timely deliverables and scope-specific familiarity and expertise with the respective Service Areas, throughout the Agreement period.

1.2 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Proposals. The City may consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

- (1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the Services.
- (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Vendor cannot demonstrate financial stability.
- (4) Vendor’s Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

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B. Submittal Quantities. Interested Vendors must submit **one PDF copy** of the Proposal as an attachment to the City's Vendor Registry website. Failure to adhere to the submittal criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes, and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents, and tabs may be used and shall not be included in the page count unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial, or Times New Roman**. Failure to adhere to the page limit, size, and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

(1) Cover letter signed by a person authorized to bind the Vendor. Proposals submitted without a cover letter signed by a person authorized to bind the Vendor may be determined non-responsive.

(2) Vendor Information Form, signed.

(3) References.

(4) Project Schedule, if required.

(5) Resumes, Licenses, and Certifications (if required).

(6) Fee Proposal, signed, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) and include as a separate, PDF attachment with the Vendor's Proposal signed by the representative of the Vendor who is authorized to make such an offer. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.

(7) Acknowledgment page, signed, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so

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notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Online Submittals Only. All Proposals must be submitted electronically at the following website address: <https://vendorregistry.com/> and shall be attached to the corresponding solicitation project and clearly marked with the RFP number and title, **(PR 22-074) “Holiday Lighting and Festive Banner Display Services”**. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be submitted electronically at the following website address: <https://vendorregistry.com/>. Proposals must be received by the Proposal Due Date and Time indicated on the cover page of this RFP. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time stated as number of days shall be calendar days.

H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.

I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail), or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended, or withdrawn after the specified Proposal Due Date and Time.

1.3 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.4 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed only to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing, at the website address: <https://vendorregistry.com/> by the date indicated on the cover page of this RFP. Any questions or clarification correspondence related to the RFP shall refer to the title and number, page, and paragraph. Any Contractor found to be communicating with any member of City staff about this

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solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFP Administrator through Vendor Registry at the website address: <https://vendorregistry.com/>. Verbal or telephone inquiries **will not be answered** and Contractors attempting to do so will be directed to submit written inquiries. The RFP Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement> and website address: <https://vendorregistry.com/>. The RFP Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

C. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. If the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City may issue a written amendment or addendum to this RFP. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFP. Any change to the RFP shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at <https://www.avondaleaz.gov/procurement> and website address: <https://vendorregistry.com/>.

1.6 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.7 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.8 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

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1.9 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

1.10 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.11 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a City employee, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFP Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

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F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.12 Award of Agreement.

A. Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.13 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in this RFP and the Vendor's responsive Proposal unless

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any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with up to three of the highest-ranked Vendors based upon the Proposal submittal scoring.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format outlined below. Failure to conform to the designated format, standards, and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. The points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

A. General Information - 10 pts. Provide clear written statements or answers to all items included Exhibit A. Contractor Application, item A. General Information (2) through (6.)

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number, and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly-owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address, and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

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(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, signed (may be attached as a separate appendix).

B. Experience and Qualifications of the Vendor - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item B. Experience and Qualifications (1) and (2)

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to Holiday Lighting and Festive Banner Display Services.

(2) Vendor must demonstrate successful completion of at least three similar Scope of Services ("projects") within the past 60 months. For the purpose of this Solicitation, "successful completion" means the completion of a project within the established schedule and budget, and "similar projects" resemble this project in size, nature, and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number, and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFP Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFP Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

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C. Key Positions - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item C. Key Positions, (1) through (5).

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Project Approach - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item D. Project Approach, (1) and (2).

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling, and staff.

(2) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

E. Project Schedule - 20 pts. Provide clear written statements or answers to all items included in Exhibit A. Contractor Application, item E. Project Schedule, (1) through (3). Include additional dates, if needed. A Site Map of the City Hall complex is included in Exhibit D. attached and incorporated herein by reference.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below. All Services of the successful Vendor must be fully completed within 30 days after the Notice of to Proceed has been issued by City. Assumptions used in developing the schedule shall be identified and at a minimum, the proposed schedule shall include the following dates:

- (1) Agreement Award Date: On or before July 18, 2022
- (2) Agreement Start Date: July 18, 2022 (or shortly thereafter)
- (3) Proposed Kick-Off Meeting

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(4) Implementation Start Date (See Scope of work Section 6.A.)

F. Pricing - 10 pts.

Vendor shall submit a completed Fee Proposal as described in Part I, Subsection 1.2(C)(6) as a separate, pdf document with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. Proposers are required to respond to those Scope of Work Sections in 7.A. through 7.E. in which they would like the opportunity to be evaluated for an opportunity to be eligible for placement on City's qualified list of vendors. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet format to enable the City staff to determine (1) total labor hours, and (2) key team member(s) proposed for each task, and sub-task. Identify all other costs to be billed to the project, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

Total Possible Points for Proposal: 100

PART III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 200

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PART IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

ARIZONA CORPORATION COMMISSION FILE NO. _____

SMALL, MINORITY, DISADVANTAGED, AND WOMEN-OWNED BUSINESS ENTERPRISES (check the appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**SAMPLE--PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2022, between the City of Avondale, an Arizona municipal corporation (the "City") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, **PR 22-074 "HOLIDAY LIGHTING AND FESTIVE BANNER DISPLAY SERVICES"** (the "RFP"), a copy of which is on file in the City's Finance Office and incorporated herein by reference, seeking proposals from vendors for the staffing and performance of holiday lighting, flag hanging, and festive banner display services for the City events (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2023 (the "Initial Term") unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this

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Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term is forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed \$_____.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health Standards. If in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

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8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment, or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this

SECTION B

Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by the City unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be

SECTION B

responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title of this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its

SECTION B

agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” shall be deleted. Certificate forms other than the ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors, and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees, and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees, or subcontractors. The Contractor, and

SECTION B

not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Contract Employee Background Screening. Contractor Employees and subcontractors (collectively "Contractor Employee") shall be subject to background and security checks and screening (collectively "Background Screening") at the Contractor's sole cost and expense as outlined in this Section. The Background Screening provided by the Contractor shall comply with all applicable laws, rules, and regulations.

14.13.1. Background Screening Requirements and Criteria.
Because of the varied types of services performed, the City has established three levels of risk and associated background screening.

14.13.1.1 Minimum Risk and Background Screening ("Minimum Risk"): A Minimum Risk Background Screening shall be performed when the Contract Employee: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) will not have direct access to City facilities,

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but is escorted by City staff. The Background Screening for Minimum Risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and follow to verify legal Arizona worker status.

14.13.1.2 Standard Risk and Background Screening (“Standard Risk”): A Standard Risk Background Screening shall be performed when the Contract Employee’s work assignment will: (i) require a badge or, (ii) key for access to City facilities or; (iii) allow any access to sensitive, confidential records, personal identifying information or restricted.

14.13.1.3 Maximum Risk and Background Screening (“Maximum Risk”): A Maximum Risk Background Screening shall be performed when the Contract Employee’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or other critical infrastructure sites/facilities. The Background Screening for Maximum Risk shall consist of the following: (i) the screening required by Arizona Revised Statutes § 41-4401 to verify legal Arizona worker status (E-verify and verification of employment eligibility); and (ii) a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Employee has lived at any time in the preceding seven (7) years from the Contract Employee’s proposed date of hire; and a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Employee’s proposed date of hire.

14.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

14.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S.

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Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Cherlene Penilla, Acting City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Procurement Office

 City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: City Attorney

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.18 below, Contractor's and

SECTION B

its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.19 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFP, and the Contractor's Proposal, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

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14.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla, Acting City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Contractor”

a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Contractor's Application Proposal Form]

See the following pages.

CONTRACTOR APPLICATION- PROPOSAL
RFP PR 22-074

A. General Information: 10 pts.

(1) One-Page Cover Letter:

One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).		
<input type="checkbox"/> Yes, a One-page cover letter has been attached.		
Individual Completing providing this information on the Company's behalf.		
Name:	Phone Number:	Email:

(2) Vendor Identification Information:

Company Name:		
Arizona Corporation Commission Entity #:	Arizona Sales Tax Number:	
Company Principal Office Address:		
Legal Form of Company:		
City:	State:	Zip Code:
Years in business:		Number of Employees

(3) Principal of Company:

Name:	Title:	
Phone Number:	Email:	
Company Address:		
City:	State:	Zip Code:

(4) General Description:

General Description of the organization:
Number of Years in Business:

(5) Contracts Terminated:

Identify any contract or subcontract terminated within the last 5 years.
Briefly describe the circumstances and the outcome.:

(6) Contracts Litigation or Arbitration History:

Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years.

--

Briefly describe the circumstances and the outcome.

--

B. Experience and Qualifications of the Vendor:- 20 pts.

(1)

Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City.

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C. Key Positions: 20 pts.

(1) Identify each key personnel member that will render service to the City, including the project manager and project staff.

(2) Describe Roles and Responsibilities

(3) Include any subcontractors

(4) Attach resumés

Key Member 1.	Job Title:	Years of Experience:
---------------	------------	----------------------

Roles/ Responsibilities:

<input type="checkbox"/> Yes, copies of licenses/certifications/resumes have been attached. (Separate Appendix)

Key Member 2.	Job Title:	Years of Experience:
---------------	------------	----------------------

Roles/ Responsibilities:

<input type="checkbox"/> Yes, copies of licenses/certifications/resumes have been attached. (Separate Appendix)

Key Member 3.	Job Title:	Years of Experience:
---------------	------------	----------------------

Roles/ Responsibilities

<input type="checkbox"/> Yes, copies of licenses/certifications/resumes have been attached. (Separate Appendix)

D. Project Approach: _____ -20 pts.

Please provide a typed statement, no more than three pages to describe your method and approach on

- (1) Contract Management**
- (2) Quality Control**
- (3) Scheduling and Staffing and**
- (4) Customer Service.**

Yes, a copy of the Statement of Method and Approach has been attached.

Yes, a Statement of Alternate Approach has been submitted and attached.

E. Project Schedule: _____ 20 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate Vendor's ability to meet the designated milestones as listed below.

(1) Agreement Award Date: On or before: July 06, 2022

(2) Agreement Start Date: July 18, 2022 (or shortly thereafter)

(3) Proposed Kick-Off Meeting

(4) Implementation Start Date

F. Signed W-9 Form:

Yes, a copy of the signed W-9 form has been attached.

G. Proof of Liability Insurance:

Acknowledged. The vendor understands that upon award of Agreement, Vendor will provide proof of Certificate of Insurance and page of endorsement. Insurance coverage must comply with City of Avondale insurance requirements listed in the most recent Standard Terms and Conditions on the City's website as referenced herein.

<https://www.avondaleaz.gov/government/departments/finance-budget/standard-terms>

H. Compliance with laws:

Acknowledged. Vendor understands and will comply with:

1. Immigration Reform and Control Act of 1996 as amended
2. Occupational Safety and Health Act as amended
3. Fair Labor Standards Act, as amended
4. Arizona Minimum Wage Act, as amended

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See the following page(s).

SCOPE OF WORK

Holiday Lighting and Festive Banner Display Services

PR 22-074

1. Introduction. The City is seeking one or more qualified and licensed vendor(s) to provide all materials and labor required for holiday lighting, holiday light shows, holiday decorations, and/or seasonal street banner and flag installations and removal of items after the event display period concludes. The resultant Contractor shall be responsible for providing striking holiday lighting and decoration displays in various areas of the City including City Hall, City Center area, and some major city street corridors. City is seeking a company that will provide a creative and cohesive Holiday display throughout the City for the holiday season and on occasion for various City-sponsored events throughout the calendar year.
2. Background. The City Hall complex consists of seven (7) buildings, a Walk-Of-Honor tribute to those who served in the military, and an amphitheater that is surrounded by a grassy sitting area and several plush trees. The newest additions to the complex include the Police Property and Evidence Building completed in February 2021, and the Visitor & Conference Center, completed in February 2022. In the spring of 2023, the City will be adding the 8th building, the Aquatics Center, to be located at the eastern end of the complex.
3. Contractor Requirements and Responsibilities.
 - 3.1 Contractor shall provide all equipment (including bucket trucks, scissor lifts, etc.), materials, and tools necessary to hang the light pole banners, holiday lights, and flags.
 - 3.2 Contractor shall maintain distinct teams to manage and operate each Service Area scope of work. The oversight and maintenance of separate teams and sufficient staffing is critical as the City requires the need for timely deliverables and scope-specific familiarity and expertise with the respective Service Areas, throughout the Agreement period.
 - 3.3 Contractor is responsible for acquiring all necessary permits.
 - 3.4 Contractor shall comply with all OSHA safety standards while installing, connecting, and operating lighting, display, flag, and banner systems.
 - 3.5 Contractor shall conform to the City's most current annual schedule(s) [Event Schedule and/or Banner Schedule] and allow the City reasonable time to review each Event Plan submittal, well in advance of each scheduled event date.
 - 3.6 Contractor must be available to attend the City's annual holiday event, which is held on the first Saturday in December unless differed date is otherwise communicated by the department.
 - 3.7 Contractor shall provide on-call support for light show outages or alterations and any display problems as required.
 - 3.8 All on-call emergency maintenance shall be performed within 24 hours of the City's request. Emergency maintenance activities could include, but not be limited to,

removing banners, tightening banner fastening systems to banner brackets, and removing and replacing damaged banner brackets.

- 3.9 Contractor should have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay. All malfunctioning lights that occur during the display period must be repaired or replaced within 24 hours of notification from the City throughout the term of the agreement.
- 3.10 Contractor shall visually inspect all hanging banners no less than monthly to maintain high-quality visibility and provide the City with a report of their findings.
- 3.11 Contractor shall report damaged banners to the City.
- 3.12 Contractor shall remove existing hanging banners in an area if banners are already installed.
- 3.13 Banners and banner arms that are damaged or broken must be maintained, replaced, or repaired by the Contractor and must meet all City requirements. Contractor is responsible for all maintenance costs unless damage is caused by an "Act of God".
- 3.14 Contractor shall provide storage for banners that will be safe and avoid damage. Damage from storage shall be the responsibility of the Contractor.
- 3.15 All artwork is the property of the City and as such may not be used without explicit permission from the City. All artwork and/or dyes must be returned to the City upon request.
- 3.16 Contractor must be able to provide custom four-color, custom one-color, and non-custom (stock products) that are weather-resistant for typical Arizona weather conditions. The City will provide all of the artwork at the time of order if the existing artwork is not on file with the Contractor. Artwork will generally be provided electronically in various formats, depending on the requesting department.

4. Services Requirements.

- 4.1 Contractors are expected to work with the requesting City Representative, to proof and verify all orders before any work is performed.
- 4.2 Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City. If the City property is damaged from installation or removal, the contractor will fix the area or an invoice for the damages will be paid by the contractor.
- 4.3 Removal. Contractor is responsible for the removal of all decorations, lighting, banners, and articles within fourteen (14) days of the end of the display period as determined by the City.
- 4.4 Disposal of Waste. Contractor shall dispose of any waste from the Services being performed. All work and display areas must be kept clean and free from debris (e.g.: zip ties, tape, hooks, fasteners, etc.) soon after set-up or tear down, has been completed.
- 4.5 Miscellaneous products and services. Contractor shall provide required miscellaneous products and services within the scope of work to support and maintain City's lighting, decorating, and festive display services.

5. Equipment Requirements.

- 5.1 Contractor will be responsible for the installation, maintenance, removal, cleaning, and storage of all holiday decorations, banners, and flags.
- 5.2 Contractor shall supply all lifts, equipment, and other materials necessary to safely and successfully install, maintain, and remove lights and decorations.
- 5.3 Maintenance. Contractor must maintain the lights, decorations, banners, and articles throughout the display period and ensure all lights are functioning.
- 5.4 All displays are to be tested and inspected before installation. At least a week before the deadline dates.
- 5.5 All lights must be light-emitting diode (hereinafter as “LED”) or Red Green Blue (hereinafter as “RGB”) type and should have a season-heavy weather warranty.
- 5.6 All plugs and light connections should be water and weatherproof to avoid light string and electrical shortages.
- 5.7 All lights should be on a timer for dawn to dusk starting the last weekend of November.

6. Contractor Personnel Requirements.

- 6.1 Personnel must not have been convicted of any felony.
- 6.2 Personnel must wear uniforms or other identification that identifies them as an employee of the Contractor, be well-groomed and present a professional appearance.
- 6.3 Personnel may not carry firearms or have them in their vehicle.
- 6.4 Personnel must conduct themselves respectably and courteously.
- 6.5 Personnel are not permitted to play loud music, make unnecessary, loud noise(s), or use inappropriate language.
- 6.6 Personnel must adhere to the City’s Drug and Alcohol Policy.
- 6.7 Personnel may use tobacco products only in designated smoking areas.
- 6.8 If there is reasonable doubt regarding the Contractor’s personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.
- 6.9 It is the sole responsibility of the Contractor’s personnel to safeguard all equipment, tools, and supplies while on City property. The City will not assume any responsibility for the vandalism.

7. SCOPE OF WORK AND SERVICE AREAS.

A. **Avondale City Hall 11465 W Civic Center Drive** **Specifications: Holiday Lights and Decorations**

Projected annual scope for design, installation, maintenance, removal, and storage for:

1. City Hall Complex Roofline Lighting:

Outline City Hall Complex with white RGB lights, all sides LED C-9, Approximately 6000’. Outline the following buildings:

- a. City Hall,
 - b. Phoenix International Raceway (building)
 - c. Civic Center Library,
 - d. Police Department Headquarters,
 - e. Courthouse, and
 - f. Avondale Visitor and Conference Center.
2. **Additional Roofline Lighting.** City may require roofline lighting of the additional City buildings and service locations or items. Contractor shall be required to provide additional work at similar prices for the following locations:
- a. Police Property and Evidence Building,
 - b. Avondale Fire Station(s),
 - c. Avondale Resource Center,
 - d. Mountain View Community Center,
 - e. Avondale Aquatic Center, and
 - f. Sam Garcia Library
3. **Show Lighting, Audio, and Visual Effects**
- a. Provide programming of (5) songs annually.
 - b. Audio system set-up at tree base and throughout the event area. This includes an audio system, light show controllers, and hardware
 - c. Light up the canopy of trees outlining the event area with RGB floodlights
 - d. Install RGB up lights and project seasonal shapes on buildings behind Christmas Tree.
 - e. Install controllers and data wire for Approximately (70) event area trees, (15) palms, and 20 – 26’ RGB Christmas Trees.
 - f. Approximately (15) palms wrapped in RGB Lights.
 - g. Trunk and wrap all trees surrounding the event area and trees in adjacent grass areas. Approximately (70) trees & Approximately 1,300 – 1,500 strings of lights.
 - h. Labor for installation/removal of visual effects, LED lights, controllers, data wire, audio system, hardware, and staff event day/night.
4. **Holiday Decorations and Tree**
- a. 20-26’ branched/green tree with RBG lights and themed base (i.e.: drum, present, sleigh, etc.), all affiliated controllers, audio, and electrical accessories.
 - b. Variety of ornaments and at least 3-5’ lite tree topper or another tree décor.

- c. “Happy Holidays” or “Seasons Greetings” or other lighted display boards on City Hall building behind tree location.
 - d. Wrap Approximately (45) lamp posts with bows and decorated garland to match tree décor.
 - e. Provide Santa Claus seating and photo backdrop with props (Christmas tree, presents, chair, etc.) for the night of the event.
 - f. Provide other lighted photo-opportunity elements.
5. **Civic Center Drive (along street pathway)** Show lighting, audio, and visual effects (Drive-through format)
- a. Provide programming of no less than (5) songs annually.
 - b. Audio system set-up, AM/FM sound connectivity, and throughout the event area. This includes an audio system, light show controllers, and hardware.
 - c. Light up canopy of all trees outlining the drive-through route with RGB floodlights.
 - d. Install RGB up lights and project seasonal shapes on buildings behind Christmas Tree.
 - e. Install controllers and data wire for Approximately (70) event area trees, Approximately (15) palms, 20-26’ RGB Christmas tree, Approximately (20) trees of lights (various sizes), lighted tunnels, and other themed RGB visual effects.
 - f. Approximately (15) palms wrapped in RGB Lights
 - g. Trunk and wrap all trees surrounding the drive-through route and trees in adjacent grass areas, Approximately (70) trees.
 - h. Install RGB trees of lights, tunnels, and another animated themed décor.
 - i. Install a lighted message board at entry and exit with a holiday greeting.
 - j. Install lighted or themed decorations on a lamp post along the drive-through route.
 - k. Labor for installation/removal of visual effects, RGB lights, controllers, data wire, audio system, hardware, and staff event day/night
6. **City Hall Complex Static Lighting.**
- a. Civic Center Complex perimeter tree lighting (trees at entrances only) Trunk and branch wrap with white RGB Lights (11) trees
 - i.(3) Trees at 114th Ave
 - ii.(4) Trees at Jefferson
 - iii.(4) Trees at Civic Center Drive
 - b. City Hall palm tree lighting, trunk wrap up to crest with white RGB lights, (11) palm trees along the west side of City Hall
7. **Install 3-5 various sized LED trees of lights on the corner of Avondale Blvd.**

8. Other Holiday Lighting or décor services to be considered:

- a. Interactive Photo-Opportunities
- b. Static Displays
- c. Themed Décor, Etc.

**B. Avondale City Hall 11465 W Civic Center Drive
Specifications: Year-Round Tree or As Requested**

1. Amphitheater Perimeter. Wrap the trunks and branches of (8) Jacaranda trees, with soft RGB lights.
2. Civic Center Walk of Honor: Wrap the (14) palm trees with red, white, and blue RGB lights.
3. Maintenance Plan: The trees in subsections 7.B.1. and 7.B.2., above will require quarterly inspection and repair in December, March, and June, and annual re-wrap in September due to tree growth. At City's discretion, some trees may require bi-annual re-wraps, depending on the speed of tree growth.

**C. Avondale City Hall 11465 W Civic Center Drive
Specifications: Seasonal**

1. Patriotic flags. Install Approximately (50) American flags on lampposts around the City Hall Complex, (3) times per year as listed below:
 - a. 1st Installation: By the third Monday in May and removed by the end of the second week in July.
 - b. 2nd Installation: One week before September 11, (Patriot Day) and removal one week after.
 - c. 3rd Installation: One week before Veteran's Day (November 11) and removal one week after Veteran's Day.

D. City of Avondale Corridors, (includes an existing inventory of City banners)

Specifications: Seasonal Change-outs – Scheduled with notice up to (5) times per year.

1. Custom single banners. Installation and maintenance. Hang on City streetlamp posts. ((1) per lamp post)
 - a. McDowell from 99th Ave to 107th (Approximately (32) banners, both sides of the street, every other lamp post).
 - b. Dysart from McDowell to Van Buren (Approximately (16) banners, every other lamp post).
 - c. Dysart from Indian School to McDowell (Approximately (24) banners, every other lamp post).
 - d. Avondale Blvd. from Van Buren to Civic Center Dr. (Approximately (12) lamp posts, every other lamp post).
 - e. Avondale Blvd. from Roosevelt St. to Van Buren (Approximately (8) lamp posts, every other lamp post).
 - f. Dysart to 119th Ave. (Approximately (12) lamp posts, every other lamp post).

- g. Western Ave. from Dysart to 4th Ave. (Approximately (30) lamp posts total).
- h. Fairway Drive to Garfield Street (Approximately (12) banners, both sides of the street, every other lamp post).
- i. Civic Center Dr. (Approximately (12) banners, every other lamp post).
- j. Indian Springs Rd. (Approximately (92) banners, every lamp post).
- k. (24) Banner Sets for High Schools (4) Avondale High Schools, (6) lamp posts along the main road of each high school.

E. Over the Street/Message Banners

Specifications: Seasonal Change-outs – scheduled up to (5) times per year.

- 1. Install and maintain over-the-street banners (Approximately 432 ft. wide by 48 ft. tall) at:
 - a. Avondale Blvd.
 - b. Western Ave.

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EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See the following page(s).

**HOLIDAY LIGHTING AND FESTIVE BANNER DISPLAY SERVICES
FEE PROPOSAL
RFP 22-074**

Contractor shall complete the Fee Proposal in its entirety and provide pricing for each of the Scope of Service Areas to which they will perform Services. (Services Contractor does NOT want to be considered for shall be marked as N/A.) City may require additional items or Services for locations not listed in the Scope of Work. The selected contractor is required to provide the additional work at prices that are the same or similar to that used in establishing the prices in the proposal submitted through this RFP.

SCOPE OF WORK AND SERVICE AREAS

SECTION 7. A.	DESCRIPTION	FEE AMOUNT	NOTES:
Avondale City Hall 11465 W Civic Center Drive Specifications: Holiday Lights and Decorations			
1.	City Hall Complex Roofline Lighting. Outline City Hall Complex with white RGB lights, all sides LED C-9, Approximately 6000'. Outline the following buildings:		
a.	City Hall,		
b.	Phoenix International Raceway (building)		
c.	Civic Center Library,		
d.	Police Department,		
e.	Police Property and Evidence Building		
f.	Courthouse		
g.	Avondale Visitor and Conference Center		
Subtotal		\$	
2.	Additional Roofline Lighting. Upon request, Contractor shall provide additional work at similar prices for the following locations:	FEE AMOUNT	NOTES:
a.	Police Property and Evidence Building	\$	
b.	Avondale Fire Station(s)	\$	
c.	Avondale Resource Center	\$	
d.	Mountain View Community Center	\$	
e.	Avondale Aquatic Center	\$	
f.	Sam Garcia Library	\$	
Subtotal		\$	
3.	Show Lighting, Audio, and Visual Effects	FEE AMOUNT	NOTES:
a.	Provide programming of (5) songs annually		
b.	Audio system set-up at tree base and throughout the event area. This includes an audio system, light show controllers, and hardware.		
c.	Light up the canopy of trees outlining the event area with RGB floodlights		
d.	Install RGB up lights and project seasonal shapes on buildings behind Christmas Tree		

SECTION 7. A.	DESCRIPTION	FEE AMOUNT	NOTES:
e. f. g. h.	Install controllers and data wire for Approximately 70 event area trees, (15) palms, 20 – 26’ RGB Christmas Tree Approximately (15) palms wrapped in RGB Lights Trunk and wrap all trees surrounding the event area and trees in adjacent grass areas. Approximately (70) trees & Approximately 1300 – 1500 strings of lights. Labor for installation/removal of visual effects, LED lights, controllers, data wire, audio system, hardware, and staff event day/night.		
	Subtotal	\$	
4.	Holiday Decorations and Tree	FEE AMOUNT	NOTES:
a. b. c. d. e. f.	20-26’ Branched/Green Tree with RBG lights and themed base (i.e.: drum, present, sleigh, etc.), all affiliated controllers, audio, and electrical accessories. Variety of Ornaments and at least 3-5’ lite tree topper or another tree décor. “Happy Holidays” or “Seasons Greetings” or Other Lighted Display Boards Wrap Approximately (45) Lamp Posts with Bows and Decorated Garland Provide Santa Claus Seating and Photo Backdrop with Props Provide other lighted photo-opportunity elements.		
	Subtotal	\$	
5.	Civic Center Drive (along pathway)	FEE AMOUNT	NOTES:
a. b. c. d.	Includes Show lighting, audio, and visual effects (Drive-through format) Provide Programming (5) Songs Annually. Audio system set-up, AM/FM Sound Connectivity (Includes an audio system, light show controllers, and hardware.) Light Up Canopy of All Trees Outlining Drive-Through Route with RGB Floodlights. Install RGB up lights and project seasonal shapes on buildings behind Christmas Tree.		

SECTION 7. A.	DESCRIPTION	FEE AMOUNT	NOTES:
e.	Install Controllers and Data Wire for Approximately: (70) Event Area Trees, (15) Palms, 20-26' RGB Christmas Tree, (20) Trees of Lights (Various Sizes), Lighted Tunnels, and Other Themed RGB Visual Effects.		
f.	Approximately (15) palms Wrapped in RGB Lights		
g.	Trunk and wrap all trees surrounding the drive-through route and trees in adjacent grass areas, Approximately (70) trees.		
h.	Install RGB trees of lights, tunnels, and another animated themed décor.		
i.	Install a lighted message board at entry and exit with a holiday greeting.		
j.	Install lighted or themed decorations on a lamp post along the drive-through route.		
k.	Labor for installation/removal of visual effects, RGB lights, controllers, data wire, audio system, hardware, and staff event day/night		
Subtotal		\$	
6.	City Hall Complex Static Lighting	FEE AMOUNT	NOTES:
a.	Civic Center Complex perimeter tree lighting (trees at entrances only) Trunk and branch wrap with white RGB Lights (11 trees)		
i.	(3) Trees at 114 th Ave		
ii.	(4) Trees at Jefferson		
iii.	(4) Trees at Civic Center Drive		
b.	City Hall Palm Tree Lighting, trunk wrap up to crest with white RGB lights, (11) palm trees along the west side of City Hall		
Subtotal		\$	
7.	Install 3-5 Various Sized LED Trees -Trees of lights on the corner of Avondale Blvd.		
Subtotal		\$	

SECTION 7.A.	DESCRIPTION	FEE AMOUNT	NOTES:
8.	Other Holiday Lighting or décor services to be considered:		
a.	Interactive Photo Opportunities		
b.	Static Displays		
c.	Themed Décor, Etc.		
Subtotal		\$	

Estimated number of days/weeks to complete task items 7A.1. through 7A.8. _____

Scope Section 7.A. Explanatory Notes:

(Note 1) _____

(Note 2) _____

(Note 3) _____

SECTION 7. B.	DESCRIPTION	FEE AMOUNT	NOTES:
Avondale City Hall 11465 W Civic Center Drive			
Specifications: Year-Round Tree or As Requested			
1.	Amphitheater Perimeter. Wrap the trunks and branches of eight Jacaranda trees, with soft RGB lights.	\$	
2.	Civic Center Walk of Honor: Wrap the 14 palm trees with red, white, and blue RGB lights.	\$	
3.	Maintenance Plan: The trees in subsections B.1. and B.2., above will require an annual re-wrap in September.	\$	
Subtotal		\$	

Estimated number of days/weeks to complete task items 7B.1. _____

Estimated number of days/weeks to complete task items 7B.2. _____

Scope Section 7.B. Explanatory Notes:

(Note 1) _____

(Note 2) _____

(Note 3) _____

SECTION 7.C.	DESCRIPTION	FEE AMOUNT	NOTES:
Avondale City Hall 11465 W Civic Center Drive			
Specifications: Seasonal			
1.	Patriotic flags. Install Approximately (50) American flags on lampposts around the City Hall Complex, 3 times per year as listed below:		
a.	1st Installation: By the third Monday in May and removed by the end of the second week in July. (Memorial Day – Independence Day)	\$	
b.	2nd Installation: One week before September 11 (Patriot Day) and removal one week after.	\$	
c.	3rd Installation: One week before Veteran’s Day (November 11) and removal one week after Veteran’s Day.	\$	
Subtotal		\$	

Estimated number of days/weeks to complete task items 7C.1.a. _____

Scope Section 7.C. Explanatory Notes:

(Note 1) _____

(Note 2) _____

(Note 3) _____

SECTION D.	DESCRIPTION	FEE AMOUNT	NOTES:
City of Avondale Corridors, (includes an existing inventory of City banners)			
Specifications: Seasonal Change-outs - scheduled with notice up to 5 times per year.			
1.	Custom Single Banners. Installation and maintenance. Hang on City streetlamp posts. (1 per lamp post)		
a.	McDowell from 99 th Ave to 107 th (Approximately (32) banners, both sides of the street, every other lamp post).	\$	
b.	Dysart from McDowell to Van Buren (Approximately (16) banners, every other lamp post).	\$	
c.	Dysart from Indian School to McDowell (Approximately (24) banners, every other lamp post).	\$	

SECTION D.	DESCRIPTION	FEE AMOUNT	NOTES:
d.	Avondale Blvd. from Van Buren to Civic Center Dr. (Approximately (12) lamp posts, every other lamp post).	\$	
e.	Avondale Blvd. from Roosevelt St. to Van Buren Ave. (Approximately (8) lamp posts, every other lamp post).	\$	
f.	Dysart to 119 th Ave. (Approximately (12) lamp posts, every other lamp post).	\$	
g.	Western Ave. from Dysart to 4 th Ave. (Approximately (30) lamp posts total).	\$	
h.	Fairway Drive to Garfield Street (Approximately (12) banners, both sides of the street, every other lamp post).	\$	
i.	Civic Center Dr. (Approximately (12) banners, every other lamp post).	\$	
j.	Indian Springs Rd. (Approximately (92) banners, every lamp post).	\$	
k.	(24) Banner Sets High Schools (4) Avondale High Schools, (6) lamp posts along the main road of each high school).	\$	

Estimated number of days/weeks to complete task items 7D.1.a. _____

Scope Section D. Explanatory Notes:

- (Note 1) _____
- (Note 2) _____
- (Note 3) _____

SECTION E.	DESCRIPTION	QTY.	FEE AMOUNT	NOTES:
Over the Street/Message Banners Specifications: Seasonal Change-outs Scheduled up to (5) times per year.				
Install and maintain over-the-street banners				
1.	(Approximately 432 ft. wide by 48 ft. tall) at:			
a.	Avondale Blvd.	1	\$	
b.	Western Ave.	1	\$	
ADDITIONAL ITEMS:		QTY.	FEE AMOUNT	NOTES:
Banner Production and Purchase				
Banners shall include 4 Color Process. 2-Sided, on 18 Oz Vinyl, Hem/Grommets Every 27" with a 2" Weld-a-belt and Wind Slits				
Production of New Over the Street Banner, (4'x40')		1	\$	
Banner Install and Removal of Each Banner		1	\$	
Production of Custom Banners 96" X 30"		1	\$	
Banner Install and Removal of Each Banner		74	\$	
Production of 3'x24' Banner		1	\$	
Banner Install and Removal of Each Banner		1	\$	
Production of 4'x24' Banner		1	\$	
Banner Install and Removal of Each Banner		1	\$	
Low Voltage Lighting (uplighting, spotlighting, downlighting)		QTY.	FEE AMOUNT	NOTES:
Lighting Installation Services (City facilities or medians)		1	\$	
Lighting Maintenance Services		1	\$	
Miscellaneous Items and Services Offered (Contractor Must specify.)		1	\$	

Estimated number of days/weeks to complete task items 7E.1.a.-b.: _____

Scope Section E. Explanatory Notes: If applicable, note any discounted pricing after a minimum number of banners is ordered; with and without wind slits.

(Note 1) _____

(Note 2) _____

(Note 3) _____

All quotations for additional services not covered under this Agreement shall be provided to the City at no additional expense unless the Contractor notes fees in the Fee Proposal.

By my signature, I acknowledge that I have read, understand, and agree to the scope of services as included in the Scope of Work. Sections 7. A. through 7.E. are Service Areas of focus for the City, relating to the Holiday Lighting, Flag installation, Festive Banner Display, and/or Banner Production.

Company Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

(City Hall Complex Site Map.)

Exhibit D.
City Hall Complex—Site Map

