

Vendor Name: MUNICIPAL CODE CORPORATION  
(For City of Glendale Use Only)



**CITY OF GLENDALE  
MATERIALS MANAGEMENT  
INVITATION FOR BIDS**

**SOLICITATION NUMBER:** IFB 16-20  
**PUBLISHED DATE:** MARCH 3, 2016  
**TITLE:** MUNICIPAL CODIFICATION SERVICES  
**BID DUE DATE AND TIME:** MARCH 15, 2016 BEFORE 2:00 P.M. LOCAL TIME

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

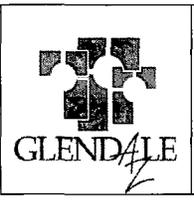
**SUBMITTAL LOCATION:** City of Glendale  
Materials Management  
5850 West Glendale Avenue, Suite 317  
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3<sup>rd</sup>) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing a bid.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

For questions regarding this solicitation contact:  
**Connie Schneider, C.P.M.**  
**Purchasing - Materials Management Division**  
**(623) 930-2868**  
**CSchneider@Glendaleaz.com**



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**CONDITIONAL ACCEPTANCE**

**INVITATION FOR BID NO. IFB #16-20**  
**TITLE: MUNICIPAL CODE CODIFICATION SERVICES**

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is \_\_\_\_\_.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. You are required to sign three (3) copies of this Acceptance form and return with this Bid. Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

**OFFER**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Municipal Code Corporation Contractor Signature:

Company Address: P.O. Box 2235 Printed Name and Title: W. Eric Grant

Tallahassee, FL 32316 Email Address: Eric@municode.com

Company Federal I.D.: 59-0649026 Telephone No.: (800) 262-2633 ext. 1272

**ACCEPTANCE OF OFFER**

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:  
 Printed Name and Title:

**Kevin R. Phelps, City Manager**

ATTEST:   
 City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Date: 5-3-16

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**1.0**

**SPECIFICATIONS**

**1.1 BACKGROUND**

The intent of this solicitation is to obtain the services of a qualified Contractor to provide for the codification of all appropriate ordinances, resolutions, and code updates into the City of Glendale (City) Charter and Code. All editorial work will be performed by the Contractor. The city will provide a CD ROM containing the complete codified City Code in MS Word format. This electronic file is provided as separate documents for each section of the City Code. (e.g., Table of Contents is one document; Chapter 1 is another document, etc. The City Charter and Code Table of Contents list the chapters, articles, appendices, etc. with their page numbers including hyperlinks in an electronic format. A comparative table is available that lists all ordinances and resolutions included in the Code, in a numerical sequence, with adoption dates, listing the location of such ordinances and resolutions in the Code.

**1.2 GENERAL REQUIREMENTS - Contractor shall:**

- 1.2.1 Provide a hosted internet site that allows individuals to search and print from the posted Charter and Code;
- 1.2.2 Describe the searching and printing capabilities of their hosted internet site;
- 1.2.3 Provide a seamless link from the City's Internet site to the Contractor's Internet site where the City Code will reside electronically;
- 1.2.4 Have the capability to review new ordinances and resolutions as well as amendments to the existing City Charter or Code against the full code manuscript;
- 1.2.5 Create and provide to the City a public internet index and file of Ordinances and Resolutions not yet codified but suitable for posting for public reference;
- 1.2.6 Accomplish all work on a replacement page basis;
- 1.2.7 Transmit supplement to the city by e-mail electronic file or internet download, at no cost to the city. If requested, send a CD ROM in MS Word format;
- 1.2.8 Perform editorial work as follows:
  - 1.2.8.1 Edit and insert all ordinance amendments and new ordinances and resolutions into the proper places in the Code manuscript;
  - 1.2.8.2 Edit ordinances and associated amendments to ensure proper styled catch lines, and uniformly spelled, capitalized and punctuated text, according to the style of the Code;
  - 1.2.8.3 Ensure all appropriate historical references to each Code section is carried forward. Prepare index revisions for each future supplement on a replacement page basis to assure the general index to the Code is kept current at all times.
  - 1.2.8.4 Delete from the code manuscript all provisions that have been repealed;
  - 1.2.8.5 Revise the Table of Contents for each title, consisting of a numerical listing of each chapter, articles, appendices, and other applicable sections as required;



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- 1.2.8.6 Ensure all appropriate historical references to each Code section is carried forward;
  - 1.2.8.7 Prepare index revisions for each future supplement on a replacement page basis to assure the general index to the Code is kept current at all times;
  - 1.2.8.8 Transmit supplement to the city by e-mail electronic file or internet download, at no cost to the city. If requested, send a CD ROM in MS Word format;
  - 1.2.9 Accept full responsibility for the accuracy of duplication and format in the initial version of City Charter and Code submitted to the City for approval;
  - 1.2.10 Perform proofing of each supplement, accepting full responsibility for accuracy of duplicated text and page replacement;
  - 1.2.11 Assume full responsibility for replacement pages, at no cost to the city, if errors are noted after delivery to the City, and return to the City by e-mail in an electronic file (MS Word format and Internet HTML version);
  - 1.2.12 Provide a revised/corrected proof to the City within two weeks;
- 1.3 **Errors.** Errors are defined as those directly attributable to the Contractor, which occur during typesetting, indexing, cross-referencing, page numbering or any other editorial and production functions under the control of the Contractor.
- 1.4 **Latent Errors.** Any errors to the Code due to Contractor fault or previous codification and which have been identified after Final Acceptance, shall be corrected electronically within 2 business days after notice of error. Printed pages on new supplement will be fixed online immediately. If error is minor in nature such as misspelled word or punctuation, error can be included in next supplement. If error is more extensive or has an error in Charter or Code language a new supplement shall be created at no cost to the City.
- 1.5 **Initial City Provided Format.** The city will provide a CD ROM containing the complete codified City Code in MS Word format. This electronic file is provided as separate documents for each section of the City Code. (i.e.; Table of Contents is one document; Chapter 1 is another document, etc.). The Contractor shall be responsible for providing formats as stated within this document.
- 1.6 **Acceptance.** Final Acceptance of Charter and Code Complete codified City Charter and Code, as well as excerpts of Charter and Zoning Code with Appendices with original page number will be sent by e-mail in an electronic file (MS Word format and Internet HTML version) no more than two weeks after the acceptance of the proofs. If any changes are made during codification, a list of changes will be included.
- 1.7 **Method of Data Transfer.** The City of Glendale designated contact will provide all new ordinances and resolutions approved at council meetings via e-mail in MS Word format to the Contractor. Upon receipt, the Contractor shall acknowledge receipt of file via email. Within one week after receipt acknowledgment, Contractor shall provide proof of ordinance or resolution via email in HTML format. Upon City approval or correction the ordinance or

 <p>GLENDALÉ</p>	<p><b>SOLICITATION NUMBER: IFB 16-20</b></p> <p><b>MUNICIPAL CODIFICATION SERVICES</b></p>	<p>CITY OF GLENDALE  Materials Management  5850 West Glendale  Avenue, Suite 317  Glendale, Arizona 85301</p>
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resolution will be entered into the public internet index and file of Ordinances and Resolutions not yet codified.

- 1.8 **Rights in Data.** The City retains any rights with respect to the content of the City Charter and Code. The Contractor may retain rights for any printed Charter and Code Books and Supplements sold as part of this contract. The City retains right to post on department web pages on the internet, excerpts of City Charter and Zoning Code with Appendices, or to distribute in pamphlet form. Any of the electronic files of the City Code cannot be proprietary to the Contractor or copyrighted by the Contractor.
- 1.9 **Frequency.** Ordinances will be codified upon request or a minimum of one time per year. Supplement may be created more frequently based on volume.
- 1.10 **Printed Copy.** Contractor shall provide a means for anyone to purchase a copy of the City Charter and Code including each supplement.
- 1.11 **Optional Web Hosting.** If requested, Contractor shall allow a link from the City's Internet site to the Contractors Internet site where the City Code will reside electronically. This link shall be seamless in that the individual accessing the information from the City's Internet site will not know this hosting is occurring. Posting will occur during the same time period identified in Paragraph 1.9. The internet site shall allow the individual to search and print from posted City Charter and codes. The Contractor shall provide a description of their hosted site's searching and printing capabilities within the Code, if hosted by Contractor.
- 1.12 **Liability Statement.** (Applies if Optional Web Hosting is used) The complete full html version shall include the following statement on the first page of the Charter and City Code: *"The City assumes no responsibility for the content or accuracy of the material contained in this document."*
- 1.13 **Deliverables.** There will be a flat fee payable upon receipt of invoice for the following deliverables a minimum of one time per year:  
If requested, a CD ROM with the following:
  - 1.13.1 The supplement to the Charter and City Code in MS Word, PDF, and/or HTML format.
  - 1.13.2 The codified City Charter and Code formatted as if it was to be printed directly in an official printed format as if delivered in paragraph 1.14.
  - 1.13.3 The supplements with Supplement Insertion Guide;
  - 1.13.4 The complete City Charter including Preliminaries in Word, PDF, and/or HTML format.
  - 1.13.5 The complete City Zoning Code and Appendices:
  - 1.13.6 The complete full version of the codified City Charter and Code formatted in html for internet posting. The internet version of the City Charter and Code will include a message stating ability to obtain a printed copy through the Contractor if desired (a full copy or just the supplements of the City Charter and Code).



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This version will also contain the liability statement identified in paragraph 1.12 above;

- 1.13.7** All above deliverables shall also include the associated electronic emailed files;
- 1.13.8** Public internet index and file of Ordinances and Resolutions not yet codified but suitable for posting on the internet for public reference;
- 1.13.9** Downloads of 1.13.1 through 1.13.4 is at no cost to the City;



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**2.0 SPECIAL INSTRUCTIONS**

- 2.1 RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.
- 2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:
- 2.2.1 CONDITIONAL ACCEPTANCE PAGE, Page 3
  - 2.2.2 BIDDING SCHEDULE, Section 5.0
  - 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.
- 2.4 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
- 2.5 ALTERNATE BIDS/EXCEPTIONS**  
Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.7 ESTIMATED QUANTITIES** Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.



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**2.8 PROPRIETARY INFORMATION**

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

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

**2.9 INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

**2.10 ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

**2.11 PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

**2.12 EVALUATION LITERATURE**

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.



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- 2.13 WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

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

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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**3.0 SPECIAL TERMS AND CONDITIONS**

**3.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

**3.2 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

**3.3 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

**3.4 PRICE & PRICE ADJUSTMENTS** All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

**3.5 DELIVERY** All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.

**3.6 DELIVERY TIME** All deliveries shall be made within **45** days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.



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- 3.7 **TERM OF AGREEMENT** The initial term of this agreement shall be for a one (1) year period.
- 3.8 **OPTION TO EXTEND** City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.9 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.10 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.11 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.



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Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

- 3.12 WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

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Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

**3.13 INDEMNIFICATION CLAUSE:**

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

**3.14 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

**3.15 CONTRACT CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:



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- 3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.15.2 The Contractor fails to perform adequately the services required in the contract.
- 3.15.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
  - d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
    - 1. Deduction from an unpaid balance;
    - 2. Any combination of the above or any other remedies as provided by law.
- 3.16 **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
- 3.17 **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
- 3.1 **CERTIFICATION** By signature on the **CONDITIONAL ACCEPTANCE** page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:



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The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

## Bidding Schedule

 <b>GLENDALE</b>	<b>SOLICITATION NUMBER: IFB 16-20</b>  <b>MUNICIPAL CODIFICATION SERVICES</b>	<b>CITY OF GLENDALE</b> Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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### 4.0 BIDDING SCHEDULE

Bidders shall thoroughly complete the Price Sheet as requested. **Do not include Sales Tax.**

Item No.	Unit of Measure	Description	Unit Price (A)
1	Each	Complete formatted full printable version of codified City Charter and Code; with the original page numbers ( <i>Internet download is at no cost to the City</i> ); <b>Includes liability Statement -Section 1.12</b> <ul style="list-style-type: none"> <li>The supplement to the Charter and City Code in MS Word, PDF, and/or HTML format.</li> <li>The codified City Charter and Code formatted as if it was to be printed directly in an official printed format as if delivered in paragraph 1.10.</li> <li>The supplements with Supplement Insertion Guide;</li> <li>The complete City Charter including Preliminaries in Word, PDF, and/or HTML format.</li> <li>The complete City Zoning Code and Appendices:</li> <li>The complete full version of the codified City Charter and Code formatted in html for internet posting. The internet version of the City Charter and Code will include a message stating ability to obtain a printed copy through the Contractor if desired (a full copy or just the supplements of the City Charter and Code).</li> <li>All above deliverables shall also include the associated electronic emailed files;</li> <li>Public internet index and file of Ordinances and Resolutions not yet codified but suitable for posting on the internet for public reference;</li> </ul>	\$ <u>N/C</u>
2	Each	Complete formatted full printable version of codified City Charter and Code Zoning Code with Appendices as two (2) separate documents with original page numbers, formatted in Word and in html for internet posting; ( <i>Internet download is at no cost to the City</i> ); <b>Includes liability Statement - Section 1.12</b>	\$ <u>N/C</u>
3	Each	Public internet index and file of Ordinances and Resolutions not yet codified but suitable for posting on the internet for public reference;	\$25 each
<b>TOTAL</b>		<b>ITEMS 1 through 3</b> Based on 13 average ords per year for NOW fees.	\$ <u>\$325</u>
Does not require initial formatting - Formatting completed in Item 1 deliverable.			
4	Each	Each supplement with Supplement Insertion Guide as if it was to be printed, with the original page numbers, at no cost to the city for internet download in both Word and HTML format. <b>Double Column</b>	\$18 per page
5	Each	A CD ROM with a public internet index and file of Ordinances and Resolutions not yet codified but suitable for posting on the internet for internet download in both Word and HTML format. (PDF, WORD or HTML)	\$ <u>N/C</u>



## Bidding Schedule

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6	Each	Annual Web Hosting and Maintenance of City Code on Contractor's Web Site. (May or May not be used) First year at no charge	\$500/yr
7	Each	The complete City Charter including Preliminaries as if it was to be printed, with the original page numbers, for internet download in both Word and HTML format. Via PDF, WORD or HTML	\$ N/C
8	Each	The complete Zoning Code and Appendices as if it was to be printed, with the original page numbers, for internet download in both Word and HTML format. Via PDF, WORD or HTML	\$ N/C
9	Each	The complete full version of the codified City Charter and Code Zoning Code and Appendices as separate documents as if to be printed, with original page numbers, formatted in Word and in html for internet posting, on CD ROM, if requested	\$ N/C
10	Each	Each supplement with Supplement Insertion Guide as if it was to be printed, with the original page numbers, on CD ROM in both Word and HTML format, if requested. Via PDF, WORD or HTML	\$ <u>included in #4</u>
11	Each	The complete City Charter including Preliminaries as if it was to be printed, with the original page numbers on CD ROM in both Word and HTML format. Via PDF, WORD or HTML	\$ N/C
<b>TOTAL</b>		<b>ITEMS 4 through 11</b>	

**4.1 TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 0 % Please supply tax exempt certificate

**4.2 DELIVERY** Bidder states that all orders shall be delivered within 35 calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

**4.3 PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Municipal Code Corporation (Municode)

