



**CITY OF GLENDALE
DEPARTMENT OF PUBLIC WORKS**

RFP # 2024-020

REQUEST FOR PROPOSALS for

**CONSULTANT SERVICES TO PROVIDE
EDIBLE FOOD RECOVERY (EFR)
SERVICES**

Issued: March 5, 2024

**Deadline to Submit Proposals:
March 28, , 2024, by 4:00 P.M.**

Department of Public Works
633 E. Broadway, Room 209
Glendale, CA 91206-4388
Telephone: (818) 548-3900

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I. Introduction

A. Services Requested

Under this Request for Proposals (“RFP”), the City of Glendale (“City”) Public Works Department is soliciting Proposals from qualified firms (“Consultants”) to assist in the development and implementation of an Edible Food Recovery (EFR) Program in compliance with California Senate Bill 1383 to reduce in organic waste disposal and recover edible food for human consumption. The selected proposer will play a critical role in ensuring the City meets the regulatory requirements.

The Consultant will perform the Services according to:

- The Scope of Services which are attached as **EXHIBIT 1** to this RFP;
- The Services Time Schedule, which is attached as **EXHIBIT 2** to this RFP;
- The instructions and requirements in this RFP; and
- The proposed Contract.

The City requires a well-managed and financially sound individual or firm with demonstrated skills and technical ability and high levels of customer service and satisfaction to perform the Services and fulfill the requirements outlined in this RFP.

A potential Proposer should read this document in its entirety before preparing and submitting a Proposal.

B. Definitions

In this RFP, the following words and phrases have the meaning ascribed to them below:

- ***Agreement / Contract***

The entire and integrated written agreement between the City and the Contractor that takes the place of prior negotiations, representations, or agreements, either written or oral.

- ***City***

The City of Glendale. Depending on the context in which it is used, the term ***City*** also may refer to:

- The geographic area known as the City of Glendale; or
- A person whom the City of Glendale employs or uses and who is authorized to represent the City of Glendale in matters concerning the Project.

- **City Project Manager** The City's designated representative for all issues related to the Project.
- **Consultant** The selected Proposer(s) to whom the City has awarded a Contract for the Project.
- **Project** The entire Services described in this RFP. Services may constitute the whole or a part of the Project.
- **Proposal** The documents and other items that a Proposer submits in response to this RFP.
- **Proposer** The person, entity, or organization that submits a Proposal in response to this RFP.
- **RFP** This Request for Proposals and all of its attachments, including documents and other items from the City and relevant third parties.
- **Services**

The work, labor, tasks, operations, activities, materials, supplies, equipment, deliverables, duties, and obligations:

 - Described in this RFP; and
 - Required by, and reasonably inferable from, the Contract— whether completed or partially completed.
- **Subcontractor** A contractor, supplier, vendor, person, entity, or organization whom Contractor hires, employs, or uses on Contractor's behalf to provide, perform, or fulfill a portion of the Services.

C. Term of Services and Contract

The Services described in this RFP and in the proposed Contract are for a period of one (1) year ("initial term"), from July 1, 2024, through June 30, 2025. The City will have the option to extend the Consultant's Contract for an additional two (2) years from July 1, 2025, through June 30, 2027. The renewal option is at the sole discretion of the Director of Public Works.

D. Insurance

At its expense, the successful Proposer must obtain and maintain insurance, while the Contract is in effect, that fully meets the requirements of and contains provisions entirely consistent with all of the City's "Insurance Requirements," which are noted in **EXHIBIT 3 ("Insurance Requirements")**. Evidence of the insurance coverages will need to be in place before a Consultant starts performing the Services. A Proposer must be prepared to meet all City insurance requirements (at no cost to the City) if the Proposer is awarded

a Contract. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed Contract to the City.

Before a Proposer submits a Proposal:

- ***Proposer must give to its insurance company, or insurance agent, the “Insurance Requirements” in this RFP and the proposed Contract;***
- ***The insurance company’s underwriter or agent then must complete the “Insurance Requirements Affidavit” (PF: IV. Insurance Requirements Affidavit, Page 80, of the attached PROPOSAL FORMS) which states that the insurer’s underwriter or agent will furnish the City with the required insurance documents within fourteen (14) calendar days after the Proposer’s having been notified of the Contract’s award; and***
- ***The Proposer must submit the “Insurance Requirements Affidavit” with its Proposal. The City may reject any Proposal made without this affidavit, or made with an incomplete affidavit form.***

E. Proposer’s Indemnification of the City

At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys’ fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:

- Proposer’s submitting the Proposal;
- The City’s accepting Proposer’s Proposal; or
- The City’s awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.

F. About the City of Glendale

Glendale is the fourth largest city in Los Angeles County, has a current population of approximately 196,543 residents (U.S. Census Update: 2020), and spans approximately 30.6 square miles.

The City was incorporated on February 16, 1906, and as a Charter city, Glendale voters determine how the city government is organized and governed. A Council-Manager form of government manages Glendale. Five councilmembers are elected at large to serve 4-year terms. Each year Council selects one member to serve as Mayor. The City Manager serves as the Chief Executive Officer.

The City's Mission Statement is: *The City of Glendale delivers exceptional customer service through precision execution and innovative leadership.*

As a premier City anchored in pride of civic ownership, Glendale's success is realized through a community that is safe, prosperous, and rich in cultural offerings. The City accomplishes its mission and realizes its vision by providing emphasis on fiscal responsibility; exceptional customer service; economic vibrancy; informed & engaged community; safe & healthy community; balanced, quality housing; community services & facilities; infrastructure & mobility; arts & culture; sustainability.

Glendale prides itself on the quality of services it provides to the community. As a full-service City, each of the 14 departments strives to provide the highest quality of service to Glendale residents, businesses, and visitors. These departments include City Attorney, City Clerk, City Treasurer, Community Development, Community Services & Parks, Finance, Fire, Glendale Water & Power, Human Resources, Information Technology, Library, Arts & Culture, Management Services, Police, and Public Works.

II. RFP Process

A. Schedule of Events

The following events will take place in this Project (See further explanations, below):

EVENT	RESPONSIBILITY	DATE
RFP Distribution	City	March 5, 2024
Last Day to Submit Questions	Proposer	March 21, 2024, by 5 p.m.
RFP Proposals Due	Proposer	March 28, 2024, at 4 p.m.
City Opens Proposals for Completeness	City	March 29, 2024
Panel Reviews Proposals	City	April 1, 2024-April 5, 2024
Candidate Virtual Interviews (if required)	City	April 8, 2024- April 12, 2024
Final Candidate Announced	City	April 15, 2024
Last Day to Object to RFP or Evaluation Process	Proposer	April 16, 2024, at 5 PM
Contract Award (City Council approval)	City	August 2024

B. RFP Distribution

A prospective Proposer may receive this RFP by mail, email, in person or online at <https://www.glendaleca.gov/government/departments/finance/purchasing/rfp-rfq-page>. Distribution of the RFP in no way represents the City's acceptance of a Proposer's qualifications, reputation, or ability to perform the Services.

C. Proposal Deadline and Proposal Submission

The City must receive the Proposal ***on or before 4 p.m. on March 28, 2024. A Proposal received after this date and time will be considered non-responsive and the City will return the Proposal, unopened.***

A Proposal must be submitted on the attached Proposal Form package. ***Oral, telephonic, facsimile, or electronically transmitted (email) Proposals are invalid and the City will not accept or consider them.***

Proposer must submit **five (5) printed Proposal documents** (consisting of one (1) original and four (4) copies) and **one (1) PDF** of the proposal on flash drive in a sealed, clearly labeled envelope (or box) delivered by mail or in person.

The Proposal must be clearly marked:

City of Glendale
Department of Public Works
Attention: Daniel Hardgrove
633 E. Broadway, Room 209
Glendale, CA 91206-4388

Attn: Consultant Services to Provide Edible Food Recovery Services

D. Inquiries and Responses; Interpretation or Correction of RFP

If a Proposer has any question about this RFP, the proposed Contract, or the Scope of Services, or if a Proposer finds any error, inconsistency, or ambiguity in the RFP, or the proposed Contract, or both, the Proposer must make a "Request for Clarification" before submitting its Proposal.

The Proposer must submit a Request for Clarification in writing by letter or email to:

City of Glendale
Department of Public Works
Attention: Daniel Hardgrove
633 E. Broadway, Room 209
Glendale, CA 91206-4388
Email: DHardgrove@GlendaleCA.gov

The City must receive the Request for Clarification on or before 5 p.m. on March 21, 2024.

If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the proposed Contract, or both, in writing by issuing Addenda, as described in Section II.F (below). A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the proposed Contract, that are made verbally or in a manner other than a written advisory from the City.

E. Addenda

The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received the RFP and have provided a street address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.

Proposers may also inspect the Addenda at the Public Works Department, Administration 633 E. Broadway, Room 209 Glendale, California 91206, during its business hours, Monday-Friday, 7:30 a.m. to 5:00 p.m. This RFP is also on file there. Proposers must make an appointment to inspect the Addenda or RFP at least two business days in advance by calling (818) 548-3900. The proposer must abide by the City of Glendale's Face Covering Order and remain six feet from others.

At any time before the "Proposal Deadline", the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP, or the proposed Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours. The City will treat transmittal of Addenda to potential Proposers *by U.S. mail, fax, or e-mail* as sufficient notice of the changes made by the City.

III. General Requirements and Instructions

A. Examination of Documents

Before submitting an RFP Response, each Proposer must:

- Thoroughly examine the RFP. A thorough review of this RFP is critical to obtaining an in-depth understanding of the requirements of this RFP.
- Make all necessary investigations (including the location of the Services), examine documents, and understand the Scope of Services (**EXHIBIT 1**), and the Services Time Schedule (**EXHIBIT 2**).
- Be able to furnish the City with valid insurance forms (including insurance certificates and additional insured endorsements) in compliance with the Insurance Requirements (**EXHIBIT 3**).

B. Proposer's Representations in the Response

By submitting a Proposal, a Proposer represents that:

- The RFP is sufficient in scope and detail to indicate and convey reasonable understanding of all requirements, terms, and conditions for performance of the Services required in this Project;
- The Proposer has exercised all necessary due diligence in making investigations and inquiries, examining documents, and inspecting City sites and facilities for this Project;
- The Proposer is fully familiar with— and has fully considered— all facts, conditions, circumstances, and matters that may affect, in any way, the Proposer's services or costs;
- The Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals; and
- The Proposer is, and will be, in compliance with the RFP's requirements, terms, and conditions.

C. Withdrawal, Cancellation, or Modification of a Proposal

Before the Proposal Deadline:

A Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

City of Glendale
Department of Public Works
Consultant Services to Provide Edible Food Recovery Services
Attention: Daniel Hardgrove
633 E. Broadway, Room 209
Glendale, CA 91206-4388

For a withdrawal to become effective, the City must receive the Proposer's written request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal, telephonic, facsimile, or email request for modification or withdrawal of a Proposal.

If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (a) in accordance with the RFP's requirements, and (b) before the Proposal Deadline.

After the Proposal Deadline:

A Proposer must not withdraw, cancel, or modify its Proposal for a period of at least ninety (90) calendar days following the Proposals' opening on March 29, 2024, subject to the exception described in the next paragraph below. The City may extend the 90-day period upon the City's written request and upon the affected Proposers' written approval.

The City may allow a Proposer to withdraw or cancel a Proposal after the opening of the Proposals, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:

1. The Proposer made a mistake in its Proposal;
2. Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
3. The mistake made the Proposal materially different from what the Proposer had intended it to be; and
4. The mistake was made in filling out the Proposal and was not due to error in judgment, or carelessness in reading the RFP or the proposed Contract.

D. Mandatory Qualifications

To be eligible to perform the Services, a Proposer must meet essential requirements for qualification, which the City will determine from the Proposer's Qualification Statement. A Proposer must complete Form PF I Experience Form – Minimum Qualifications. The Form should include satisfactory evidence that:

[1.] The Proposer satisfactorily completed at least three (3) similar projects in California; each comparable in scope and scale to this Project, within the last five (5) years before the Proposal Deadline, identifying the dollar value of each project.

The City may reject a Proposal as non-responsive if the Proposal fails to document that Proposer meets the above qualification(s).

E. Proposal Preparation Expenses

Expenses for developing the RFP response are entirely the responsibility of the Proposer and are not chargeable to the City in any manner. The City is not liable for any pre-contractual expenses, which are defined as expenses incurred by Proposer in:

- Preparing its Proposal in response to this RFP.
- Negotiating with the City any matter related to the Proposal.
- Any other expense incurred by Proposer prior to the date of award of the Contract for this RFP.

IV. Proposal Content and Format

A. Using the Attached Proposal Forms

“Proposal Forms” (PF: I to PF: VI) are included in this RFP. With its Proposal, the Proposer must submit various attachments that are further described in the Proposal Forms.

The Proposer must fill in the blanks on the Proposal Forms, using a software forms filler or printing legibly in ink. When answering the Proposal Forms’ questions, the Proposer must furnish pertinent and relevant information rather than merely provide promotional facts or materials. The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.”

If a Proposer fails to provide the information that the forms require, fails to return all of the forms, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.”

The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms.

The Proposer must not modify or qualify the Proposal Forms in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.

B. Identifying Proprietary Information; Public Records Act

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 6250, et seq. (PF: VI).

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

C. Proposal Signature(s)

The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink or a digitally certified signature. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.

- A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
- A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
- If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal.
- An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

D. Proposal Retention

All Proposals and other material submitted become the property of the City and may be returned only at the City's option. The City reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the Proposal does not affect this right.

E. Proposal Format

Proposals should contain sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should be as brief and concise as possible without sacrificing clarity. Proposals containing irrelevant material, an abundance of excessively vague language, or not submitted in the configuration below may be penalized in the evaluation process.

1. Cover / Title Page

Proposals must contain the name of the Proposer, the RFP title, and the date on either the cover or title page. Submission of a cover letter is optional.

2. Table of Contents

A complete table of contents (TOC) must be included in the proposal. The TOC will include a clear title or description of each heading and be identified by page numbers. Tabs will be included for each section on all hard copies submitted.

2. Executive Summary Page

A summary of the main points of the Respondent's proposal and additional information that may assist the selection committee. The summary should include the Respondent's understanding of the Scope of Work, acceptance or modification of the Scope of Work necessary to meet the Respondent's understanding of the project goals, and outlines the Respondent's approach to fulfilling the requirements of each task.

3. Proposer's Key Attributes

The City is particularly interested in selecting a Proposer that has a thorough understanding and extensive experience in the Scope of Services.

A. Company Background/Experience

Discuss the overall capabilities of the company. A description of the company's history, location of business, recent relevant experience as it applies to the Scope of Services, company depth and any value-added services should be included here.

B. Project Staffing

Proposer to include an organizational chart showing the names of all proposed individuals dedicated to this project, including resumes. Identify the person(s) to be designated project manager and a detailed summary of their background. The City expects that the project manager will be available by telephone on all occasion for discussion with City staff and will have a local presence for meeting in person on short notice (one day) during office hours.

4. Project/Service Description

Define and provide an overall description of the proposed project. This will be achieved by explaining how the project will accomplish all aspects identified in the Scope of Services.

A. Project Understanding

Provide in detail the Proposers overall understanding of the project. This includes how proposer will satisfy all the requirements stated in the request for proposal.

B. Methodology

Briefly describe the methodology you would propose for efficiently and cost effectively providing the requested services. A premium will be placed on the cost-effective nature of the respondent's approach for this long-term project. Cost effectiveness includes more than price; it includes the "value" of services and deliverables relative to their cost.

- i. Include an explanation which demonstrates the added "value" the City will receive from respondent's approach to this project. Why will

respondent's team deliver more value relative to cost than the project approach typically taken by others?

- ii. City Staff – Identify any information required from City staff. Identify any tasks you required from City staff.
- iii. Provide a proposed Scope of Work that includes a project schedule and details on procedures and methodology to be used by respondent to assure timely completion of all project phases as herein described. This schedule should be based on and expand on the Scope of Service (Exhibit 1) and the Services Time Schedule provided (Exhibit 2).
- iv. Indicate the key deliverables that will be provided and include a brief paragraph summary of each of their contents. Estimate a realistic timeline for the submission of any deliverables. Do not create unrealistic expectations. Quality and thoroughness rather than speed of work is desired.
- v. Identify the handful of significant, key events or benchmarks within this project through which overall project progress can be ascertained.

5. Cost Proposal

Please note these special instructions. Nowhere in the general proposal should actual pricing or cost be identified, other than in the enclosed Cost Proposal (PF: III) in the Proposal Forms. "Value" should be discussed in terms of what respondent can deliver relative to cost without identifying any actual proposed cost in the Methodology Section.

Proposal costing should be clearly defined, cover all project services and identify any costing for contingencies. A not-to-exceed cost is desirable. If there are separate costs for travel, meetings, per-diems, these should be clearly defined. Costing of this nature is less desirable.

All five (5) copies of the Cost Proposal (PF: III) should be sealed in a separate large envelope and placed within respondent's submittal package. This envelope should be clearly with the respondent's company name and labeled "Waste Diversion Outreach Campaign Development."

6. Financial Statement

Provide an explanation and documentation to demonstrate financial resources to sustain operations over the life of the proposed contract. This section will include the most recent audited financial statement reflecting the financial condition of the Proposer, including a detailed analysis of Proposer's assets, liabilities, and net worth. If an audited financial statement is not available, the Proposer may provide a certified financial statement signed and authenticated by its Chief Financial Officer.

The financial statement and related documents must set forth the financial status of the entity, and any subsidiary, division, subdivision, or unit which will actually perform the services described in this RFP. If the Contractor is a joint venture or partnership, individual financial statements for the most recent fiscal year must be submitted for each member of the joint venture or each general partner. If the Contractor is a wholly owned subsidiary of a parent corporation, an audited financial statement for the last fiscal year for the parent corporation must also be submitted. The Contractor will also disclose any adverse financial information or condition (including bankruptcy or insolvency) for the two years prior to the audited or certified financial statements submitted regarding the Contractor, its parent, its subsidiaries, its partners, or its joint venture members, or its major subcontractors, or that has arisen since the date of the latest audited or certified financial statement, or that is not fully reflected in that financial statement.

7. Required Documents

The following documents must be completed and submitted with the Proposal:

PF: I - EXPERIENCE FORM – MINIMUM QUALIFICATIONS

PF: II - PROPOSER'S QUALIFICATIONS STATEMENT

PF: III - COST PROPOSAL

PF: IV - INSURANCE REQUIREMENTS AFFIDAVIT

PF: V - DISCLOSURE STATEMENT – CAMPAIGN FINANCE
ORDINANCE

PF: VI - PUBLIC RECORDS EXEMPT INFORMATION

V. Method of Selection

All Proposals received on time will be opened, in a non-public setting, on March 29, 2024, Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected. The City will then evaluate the Proposals in accordance with the criteria listed below.

A. Basis for Award and Evaluation Criteria

The City is seeking the best qualified Proposers for the program based on specific evaluation criteria. Each proposal will be judged in the following areas to determine an overall score based on the criteria below.

Quality, Clarity, and Responsiveness of the Proposal 20%

- Clean and concise proposal that meets the minimum and mandatory requirement of the RFP.

Team Expertise and Qualifications 25%

- Professional qualifications, capabilities, and technical competence developing and implementing similar outreach campaigns.
- Previous experience must include effective results from innovative and effective communication and engagement strategies qualifications of key personnel.

Proposed action/workplan 20%

- Proposed work plan including strategies and recommendations.

Relevant Project Experience 20%

- Demonstrated relevant and recent experience providing edible food recovery services to similar sized governmental organizations.
- Relevant experience of firm and Program Manager.

Cost Proposal 15%

- Demonstrated ability to complete projects within cost and budget with fees and costs relative to the scope of services.

The City may investigate the qualifications of a Proposer under consideration, require confirmation of information furnished by the Proposer, and require the Proposer to provide additional information or evidence of qualifications for the Services described in this RFP.

B. Selecting a Proposer

A panel comprised of representatives from the City and other local municipalities selected by the Director of Public Works will evaluate each RFP submission, and may select up to three (3) finalists for an interview to determine a finalist to be recommended to the Director of Public Works for consideration. The City, at its own sole discretion, may elect to develop a short list of the proposals received, and schedule oral interviews.

The City Council has the final say in selecting a Proposer and must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.

Once selected, the successful Proposer must enter into a written Contract with the City within fourteen (14) calendar days following Proposer's receiving the City's Notice of Award.

C. City's Reservation of Rights

This RFP and the proposal evaluation process do not:

- Obligate the City to accept or select any Proposal;
- Constitute an agreement by the City that it will actually enter into any contract with any Proposer.

When it best serves the City's interests, the City may do any one or more of the following:

- Reject any Proposal or all at its sole discretion.
- Extend the deadline for accepting Proposals.
- Accelerate the pace of the RFP process if only one or a handful of Proposals is received.
- Waive any or all information, defects, irregularities, or informalities in a Proposal.
- Accept amendments to Proposals after the Proposal Deadline.
- Amend, revise, or change the RFP's evaluation or selection criteria before the Proposal Deadline.
- Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the proposed Contract, or both.
- Reissue a Request for Proposals.
- Conduct one or more oral interviews.
- Visit a Proposer's facilities or business.

- Examine financial records of a Proposer to the extent necessary to ensure financial stability.
- Make a partial award.
- Negotiate with one or more Proposers.
- Award contracts to one or more Proposers.
- Require a best and final offer from one or more Proposers.
- Provide or perform the Services using a City officer or employee, or contract directly— without an RFP or bids— for the Services.

VI. Award of Contract

Within ninety (90) calendar days after the City opens all Proposals, if the City Council selects a Proposal, the City will give the selected Proposer a “Notice of Intent to Award Contract” that will specify the “start date” for performing the Contract’s services.

Once selected, the successful Proposer must enter into a written Agreement with the City within fourteen (14) calendar days following Proposer’s receiving the City’s “Notice of Intent to Award Contract.” The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. **A copy of the proposed Contract is provided as EXHIBIT 4.**

Before any services can commence, the selected Proposer will be required to execute the Contract, which is **a standard form of agreement**. To facilitate the Project’s smooth and timely implementation, Proposers responding to this RFP must review all the terms and conditions of the Contract, including, but not limited to, provisions relating to insurance, indemnity, and termination.

The City’s policy is that the Contract be accepted as is. By submitting a Proposal to the City in response to this RFP, each Proposer is deemed to have provided its approval to the Contract, accepting it without qualification. If a Proposer seeks limited modification of the Contract, then in the Proposal a Proposer must identify the proposed changes.

However, changes or qualifications to the Contract may be weighed in the evaluation of the Proposal and may cause rejection of the proposal as non-responsive, in City’s determination.

The City reserves the right to negotiate further the terms and conditions of the Contract. The Proposer whom the City Council selects must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:

- Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
- Additions to the Contract, by the parties’ mutual agreement, or as a City Ordinance or Resolution, the City’s Charter or Municipal Code, or any other law that may be required.

At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to not only end negotiations with the selected Proposer, but also cancel the award and reject the Proposal. At its discretion, the City may then: reopen the proposal process; choose from

among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for services; or choose not to contract for services.

Within fourteen (14) calendar days after the City issues the Notice of Intent to Award Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:

- Three (3) originals of the Contract, properly signed by the Proposer.
- Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.

After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk and Insurance Services Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance and the bond(s) conform to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

VII. Letter of Objection; Procedures

A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit an objection in writing— by letter only— to the City.

The City will not consider any verbal objection. The Letter of Objection must clearly state:

- The specific objections;
- The areas of concern;
- The facts supporting the objections; and
- A proposed method for resolving the objections.

The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence.

The Proposer must deliver or mail the Letter of Objection to:

City of Glendale
Department of Public Works
Consultant Services to Provide Edible Food Recovery Services
Attention: Daniel Hardgrove
633 E. Broadway, Room 209
Glendale, CA 91206-4388

The City must receive the Letter of Objection on or before 5 p.m. on April 16, 2024.

Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP, whether in whole or in part, needs revision, the City will prepare Addenda, as described in Section II.F of this RFP.

EXHIBIT 1 – Scope of Services

OBJECTIVES

The City of Glendale seeks proposals from qualified organizations or consultants to assist in the development and implementation of an Edible Food Recovery program (EFR) in compliance with California Senate Bill 1383. Senate Bill 1383 requires a reduction in organic waste and ~~requires recovery~~ requires recovery of edible food for human consumption. The selected proposer will play a critical role in ensuring the City meets regulatory requirements.

DETAILED SCOPE OF WORK

This Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to accomplish outreach goals. The Respondent will work with the City's Program Manager in developing specific tasks to be completed.

Respondents should evaluate the tasks outlined below and may, as part of RFP responses, propose any new project(s) or approaches they feel will improve overall outreach efforts for waste diversion programs. The project(s) and related costs will be considered in addition to the projects already identified in this scope of services. However, this additional information may not necessarily be considered as part of the weighing criteria.

The proposer will be responsible developing an Action Plan and implementation for the following:

I. General Senate Bill 1383 Compliance Actions

- a. Develop and maintain a comprehensive outreach plan targeting edible food generator, which includes supermarkets, restaurants, hotels, and other Tier I and Tier II generators as defined by SB 1383.
- b. Quantify edible food recovered, ensuring compliance with documentation with state tracking requirements.
- c. Assess and support food recovery services and organizations within the city, evaluating their capacity.
- d. Ensure adherence to all health and safety standards related to food recovery.
- e. Provide recommendations to increase the effectiveness of the edible food recovery network through infrastructure improvements and potential grant funding.

II. Community Outreach and Engagement:

1. *Stakeholder Meetings and Workshops:*

- a. Organize and facilitate stakeholder meetings to discuss strategies, challenges, and best practices in food recovery.
- b. Conduct workshops and training sessions for food generators and recovery organizations on compliance, food safety, and other relevant topics.
- c. Collaborate with local businesses, schools, and community groups to expand the reach of the program.

2. *Online Presence and Digital Platforms:*

- a. Develop and maintain a dedicated section on the City's website for EFRP information and resources.
- b. Regularly assess the effectiveness of outreach efforts and adjust as needed.

III. Reporting Requirements

The proposer must provide the following reports:

- a. Monthly report on the number and status of food donor visits and their recovery programs.
- b. Quarterly report including the number and status of visits to recovery services and their programs.
- c. Ongoing reporting of quantity of food donated or collected.
- d. Monthly updates on any capacity or infrastructure issues.

EXHIBIT 2 – Services Time Schedule

ACTION	FREQUENCY
I. General SB 1383 Compliance Actions	
a. Develop and maintain a comprehensive outreach plan targeting edible food generator, including supermarkets, restaurants, hotels, and other Tier I and Tier II generators as defined by SB 1383.	Ongoing
b. Quantify edible food amounts recovered, ensuring compliance with documentation and state tracking requirements.	Ongoing
c. Assess and support food recovery services and organizations within the city, evaluating their capacity.	Bi-annually
d. Ensure adherence to all health and safety standards in food recovery.	Ongoing
e. Provide recommendations for Increasing the effectiveness of the edible food recovery network through infrastructure improvements and potential grant funding.	Bi-annually
II. Community Outreach and Engagement:	
a. Organize and facilitate stakeholder meetings to discuss strategies, challenges, and best practices in food recovery.	Bi-annually
b. Conduct workshops and training sessions for food generators and recovery organizations on compliance, food safety, and other relevant topics.	Bi-annually
c. Collaborate with local businesses, schools, and community groups to expand the reach of the program.	Ongoing
III. Reporting Requirements	
a. Report on the number and status of food donor visits and their recovery programs.	Monthly
b. Detail the number and status of visits to recovery services and their programs.	Quarterly
c. Report on the amount of food donated or collected.	Ongoing
d. Provide updates on any capacity or infrastructure issues.	Monthly

EXHIBIT 3 – Insurance Requirements

“PROFESSIONAL LIABILITY” INSURANCE

1.1 Without limiting CONSULTANT’s liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
 - (1) TWO MILLION DOLLARS (\$2,000,000) per claim; and
 - (2) THREE MILLION DOLLARS (\$3,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
 - (1) CONSULTANT;
 - (2) CONSULTANT’s Subconsultant(s);
 - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
 - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
 - (1) The duration of this Agreement; and
 - (2) At least three (3) years after the Project’s completion:
 - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
 - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy’s expiration, or following CITY’s recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.

3.4 CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

"WORKERS' COMPENSATION" INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer's Liability insurance in an amount not less than:
 - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONTRACTOR shall provide CITY with a "**certificate of insurance**" and a subrogation endorsement, "**Waiver of Our Right to Recover from Others**"— on forms satisfactory to the City Attorney or City's Risk Manager and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement's workers' compensation insurance requirements.

1.3 CITY shall not be liable to CONTRACTOR's personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR's failure to comply with this Agreement's workers' compensation insurance requirements.

"COMMERCIAL GENERAL LIABILITY" OR "BUSINESSOWNERS LIABILITY" INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a "Commercial General Liability" or a "Business owners Liability" insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, "CITY AND ITS REPRESENTATIVES") as **additional insureds**.

1.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;

- (C) TWO MILLION DOLLARS (\$2,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) THREE MILLION DOLLARS (\$3,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

1.3 The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
- (B) Independent Contractors' Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONTRACTOR shall provide CITY with a "**certificate of insurance**" and an "**additional insured endorsement**"— on forms satisfactory to the City Attorney or City's Risk Manager and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The "certificate of insurance" and an "additional insured endorsement" must state:

"The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

"BUSINESS AUTOMOBILE" LIABILITY INSURANCE

1.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a "Business Automobile" insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
- (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit ("CSL").

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONTRACTOR shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”—on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative—which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of—and will not contribute with—this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

GENERAL REQUIREMENTS

1.1 At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

1.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

1.3 A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

1.4 Despite any conflicting or contrary provision in CONTRACTOR’s insurance policy:

- (B) CONTRACTOR’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONTRACTOR’s insurance policy;

- (E) CONTRACTOR and CONTRACTOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
- (F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.

1.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONTRACTOR:
 - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
 - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
 - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- (A) If CONTRACTOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
 - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
 - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;

1.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.

1.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

1.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

1.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

1.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.

1.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

1.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:

- (A) A "certificate of insurance" for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A "certificate of insurance" for Workers' Compensation insurance; or

If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

- (D) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and
- (E) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

2.1 The Agreement's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

EXHIBIT 4– Sample Contract

The proposed Contract is set forth below. ***THIS IS A DRAFT VERSION OF THE CONTRACT.*** The City reserves the right to revise this proposed Contract, including its service-related terms, conditions, requirements, specifications, or minimum performance standards. ***THE FINAL VERSION MAY CONTAIN NEW OR DIFFERENT TERMS.***

CONTRACT No. _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND

THIS AGREEMENT (“Agreement”), effective _____, 20____ (“Effective Date”), is between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] ***[NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.] [ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.]***

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT's services, and in consideration of the PARTIES' mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals' accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [#] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work **[ADD, IF APPLICABLE:** and Fee Schedule], which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/ criteria for acceptance.]**

3.2. Written Authorization.

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. **[ADD, IF APPLICABLE:** Each Task Order will specify a not-to-exceed price and a schedule for

completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.] In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. **Professional Standard of Care.** During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;

- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services by [DATE] .

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as "Exhibit B" to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services by [DATE] .

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY's Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a "force majeure"— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY's control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 PERSONNEL

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet [**SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed**] to coordinate, review, and ensure CONSULTANT's performance under this Agreement. CITY's Project Manager will oversee the administration of CONSULTANT's tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT's project team shall work under the direction of the following key personnel [**IDENTIFY CONSULTANT's KEY PERSONNEL AND TITLE**]. [**OR STATE: CONSULTANT shall employ the key personnel identified in "Exhibit A."**] CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY's prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities ("Subconsultants") that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT's duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any

obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 **FACILITIES**

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee.** [OPTION 1] CITY shall pay for the Services in a lump sum, which is not to exceed _____ dollars (\$_____), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee.** [OPTION 2] CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed _____ dollars (\$_____).

7.2. **Fee.** [OPTION 3] CITY shall pay for the Services in [IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two/ three/ five)] installments, the TOTAL amount of which is not to exceed _____ dollars (\$_____). Each installment will be payable upon satisfactory completion, in CITY's determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
I —	<u>[Example: Construction Documents]</u>	\$ _____
II —	<u>[Example: Bid Documents]</u>	\$ _____

III –	<u>[Example: Construction Support]</u>	\$ _____
IV –	<u>[Example: Project 's Closeout]</u>	\$ _____
	TOTAL	\$ _____

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed _____ dollars (\$_____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document—including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)—that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products—in whole or in part—into CONSULTANT’s work product, CONSULTANT represents that:

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY. CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of

CONSULTANT's Scope of Work. Without CITY's prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 7920 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 **CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONSULTANT and CITY amend the Scope of Work in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total

anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.

(C) CONSULTANT represents and certifies that:

- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-____) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) “**Liability**” means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) “**Expense**” means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney’s fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR’s defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR’s insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR’s obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY's written authorization;
- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY's written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT's behalf, is convicted under state or federal

law, during this Agreement's Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to perform satisfactorily the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY's Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY's reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY's sole determination, are sufficient to secure CONSULTANT's performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [SELECT: 10/ 14/ 30] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 GENERAL PROVISIONS

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed— and the Services are performed— in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If either PARTY fails to require the other to perform any term in this Agreement, that failure does not prevent the PARTY from later enforcing that term, or any other term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. Assignment.

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. Successors and Assigns. Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. Time is of the Essence.

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (4) Facsimile; or
- (5) Email.

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;
- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by "first class" mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (4) The date of transmission, when sent by facsimile or email.

(C) CITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale
Dept.: _____

Glendale, CA 9120__
Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

CONSULTANT:

Attn: _____

Tel. No.: _____

Fax. No.: _____

Email: _____

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement's expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement's remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

(A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

14.17. **Digital Signatures.** A signed copy of this Agreement or any amendment thereto bearing a digital signature, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment thereto for all purposes, and each digital signature should be given the same legal force and effect as a handwritten signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____
(Name) _____
(Title) _____

Date: _____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____

APPROVED AS TO FORM
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____

PROPOSAL
FOR
CITY OF GLENDALE

**CONSULTANT SERVICES TO PROVIDE EDIBLE FOOD
RECOVERY (EFR) SERVICES**

Date: _____, 20____

Proposer: _____

Name of Business

Tax Identification No.: _____ Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ FAX: _____

Email: _____

TO THE CITY OF GLENDALE, CALIFORNIA:

In response to the Request for Proposals ("RFP") by the City of Glendale ("City"), the undersigned person or entity ("Proposer") now submits this Proposal ("Proposal"), with the accompanying forms and attachments.

1. In submitting this Proposal, Proposer certifies that:
 - A. Proposer has read, examined, and is fully familiar with all three of the items below (collectively, "the Documents"):
 - (1) The RFP's provisions;
 - (2) The Contract's terms, conditions, requirements, specifications, and minimum performance standards; and
 - (3) Any Addenda issued during the proposal period;
 - B. Proposer has carefully checked all words, figures, and statements made in the Documents;
 - C. Proposer is satisfied that the Documents are accurate;
 - D. Proposer understands and accepts all of the Documents' provisions;

- E. Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
 - F. If Proposer is awarded a Contract, Proposer will not make a claim against City based upon ignorance of local conditions or misunderstanding of any of the Contract's provisions. If the conditions turn out otherwise than what Proposer anticipated, Proposer agrees to assume all risks incident to it;
 - G. Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;
 - H. This Proposal is an irrevocable offer for a period of at least ninety (90) calendar days following City's opening of all Proposals;
 - I. Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following:
 - (1) Responding to this RFP;
 - (2) Anticipating or preparing for an award of a Contract;
 - (3) Obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions; or
 - (4) Performing the services under the Contract;
 - J. Within fourteen (14) calendar days after City issues the Notice of Award of Contract, or within any extension that City may allow, Proposer agrees to:
 - (1) Sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part; and
 - (2) Furnish the Performance Bond and Insurance that the Documents require; and
 - K. At its expense, Proposer agrees to indemnify, defend, and hold harmless City and its officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses), if a dispute, lawsuit, or other proceeding arises out of any one or more of the following:
 - (1) Proposer's submitting the Proposal;
 - (2) City's accepting Proposer's Proposal; or
 - (3) City's awarding a Contract to Proposer in compliance with this RFP, or state, federal, or local laws.
2. Under the penalty of perjury, Proposer certifies that:
- A. This Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
 - B. Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;

- C. Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
- D. All facts and statements in the Proposal are completely true, accurate, and correct.
- E. By signing this Proposal, each individual below represents and warrants that the individual:
 - (1) Has the right, power, legal capacity, and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and
 - (2) Binds the Proposer to this Proposal.

**SIGNATURE MUST BE ACKNOWLEDGED
BEFORE A NOTARY**

PROPOSER:

By _____
Signature

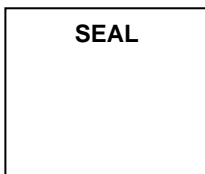
Name _____
Printed

Its _____
Title

Address _____

Telephone _____

**IF PROPOSER IS A CORPORATION,
PLACE IMPRINT OF CORPORATE SEAL
BELOW:**



**IF PROPOSER IS A PARTNERSHIP,
JOINT VENTURE, OR OTHER LEGAL ENTITY,
THEN EACH PARTNER, PRINCIPAL, OR
INDIVIDUAL MUST SIGN THIS PROPOSAL ON
PAGE 56, IN FRONT OF A NOTARY**

ADDITIONAL SIGNATURE PAGE
FOR PROPOSAL

SIGNATURES MUST BE ACKNOWLEDGED
BEFORE A NOTARY (USE FORM PG 56)

PROPOSER:

By _____
Signature
Name _____
Printed
Its _____
Title
Address _____
Telephone _____

By _____
Signature
Name _____
Printed
Its _____
Title
Address _____
Telephone _____

By _____
Signature
Name _____
Printed
Its _____
Title
Address _____
Telephone _____

By _____
Signature
Name _____
Printed
Its _____
Title
Address _____
Telephone _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

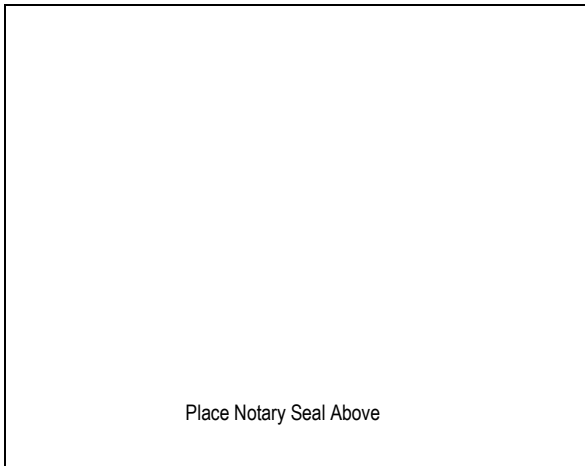
State of California

County of _____

}

On _____ before me, _____
Date Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Although the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title: _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian ☐ Conservator
☐ Other: _____

Signer is representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb Here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title: _____
☐ Partner: ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee
☐ Guardian ☐ Conservator
☐ Other: _____

Signer is representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb Here

PF: I. EXPERIENCE FORM – MINIMUM QUALIFICATIONS

Below list at least at least four (4) public entity contracts in California; each comparable in scope and scale to this Project, within three (3) years before the Proposal Deadline and with a dollar value equal to or in excess of the Proposal submitted for this Project:

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME	ADDRESS	CONTACT NAME/TITLE	CONTACT PHONE NUMBER	
1								
2								
3								
4								

PF: II. PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. In Section VII of this document (Page 78), list and describe each attachment. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1. Your firm is a:

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Company

☐ Other: _____

1.2. If your firm is a **corporation**, answer the following:

1.2.1. Date of incorporation: _____

1.2.2. State of incorporation: _____

1.2.3. Corporate ID number: _____

1.2.4. President's name: _____

1.2.5. Is your firm a publicly traded corporation?

☐ YES

☐ NO

1.2.6. For any person, firm or entity who owns 25% or more of the corporation's stock, identify the individual, firm or entity and the corresponding percentage of ownership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

1.3. If your firm is a **limited liability company**, answer the following:

1.3.1. Date of formation: _____

1.3.2. State of formation: _____

1.3.3. Secretary of State's File or ID number: _____

1.3.4. Chief Executive Officer's name: _____

1.3.5. Name of Manager(s): _____

- 1.3.6. For any person, firm or entity whose ownership or membership interest in the company exceeds 25%, identify the individual, firm or entity and the corresponding percentage of ownership or membership:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

- 1.4. If your firm is a **partnership**, answer the following:

1.4.1. Date of formation: _____

1.4.2. Type of partnership (General, Limited, LLP): _____

1.4.3. Secretary of State's Registration or ID number: _____

1.4.4. List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

1.4.5. List jurisdictions in which your firm's fictitious name (dba) is filed:

- 1.5. If your firm is **individually owned** (a sole proprietorship), answer the following:

1.5.1. Date your firm started: _____

1.5.2. Name of owner: _____

1.5.3. List jurisdictions in which your firm's fictitious name (dba) is filed:

- 1.6. If your firm is other than the type listed above, such as a **joint venture, consortium, trust, association or other combination**, describe the business organization or structure, identify the principals, and list their corresponding percentage of ownership or control:

1.6.1. Description of business organization or structure: _____

1.6.2. Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

2. OWNERSHIP AND NAME CHANGES

2.1. How many years has your firm been in business under its present name? _____

2.2. In the past five years, has your firm changed names?

☐ YES ☐ NO

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change:

2.2.1. Prior name: _____

2.2.2. Address: _____

2.2.3. Reason name changed: _____

2.2.4. Starting / ending dates of prior name: _____ / _____

2.3. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ YES ☐ NO

If **Yes**, explain the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm:

2.3.1. Associated firm's name: _____

2.3.2. Address: _____

2.3.3. Relationship between your firm and the associated firm: _____

2.3.4. Principals and their corresponding percentage of ownership or control:

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

Name: _____ Percent: _____

3. LICENSING

3.1. Do you have a current, active, valid California Contractor License?

☐ YES ☐ NO

If **Yes**, provide the Contractor license number, license class, and expiration date:

3.1.1 Contractor License Number: _____

3.1.2 License Class: _____

3.1.3 Expiration Date: _____

- 3.2. Are you registered with California's Department of Industrial Relations (DIR) in accordance with Labor Code Section 1725.5?

☐ YES ☐ NO

If **Yes**, provide the DIR Contractor Registration Number and expiration date:

3.2.1. DIR Contractor Registration Number: _____

3.2.2. Expiration Date: _____

- 3.3. List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1. Jurisdiction: _____

3.2.2. License or registration number: _____

3.2.3. Type of license: _____

- 3.4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ YES ☐ NO

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1. Corporation's or partnership's name: _____

3.1.2. Type of license: _____

For the following question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 3.5. In the past seven years, has your firm or any of its owners, partners, officers, or employees been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws or regulations?

☐ YES ☐ NO

If **Yes**, identity the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.5.1. Licensing Agency: _____

3.5.2. Type of license: _____

3.5.3. Date of disciplinary action: _____

3.5.4. Reason for disciplinary action: _____

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1. In the past five years, has your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, or administrative hearing on a matter related to:

4.1.1. The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ YES ☐ NO

4.1.2. Damage to a government entity's or a client's premises, facility, or equipment arising out of your equipment, services, or operations?

☐ YES ☐ NO

4.1.3. Employment-related litigation brought by an employee of your firm?

☐ YES ☐ NO

4.1.4. Payment or non-payment to a subcontractor or supplier?

☐ YES ☐ NO

4.1.5. Federal Davis Bacon or California Labor Code requirements relating to underpayment of wages, failure to maintain or produce payroll records, failure to use apprentices in appropriate ratios, or failure to maintain workers' compensation insurance?

☐ YES ☐ NO

4.1.6. Defective, deficient, substandard, or noncompliant work?

☐ YES ☐ NO

If the answer to any question in 4.1.1 to 4.1.6 is **YES**, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 4.2. Has your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a client?

☐ YES ☐ NO

If **YES**, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 4.3. Are there any pending or outstanding judgments or liens against your firm or any of its owners, partners, officers, or employees?

☐ YES ☐ NO

If **YES**, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

- 4.4. In the past five years, has any government entity ever: (a) investigated, cited, disciplined, or assessed any penalties against your firm or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

☐ YES ☐ NO

If **YES**, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a felony? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ YES ☐ NO

If **YES**, explain the details of that conviction and, if so, whether you or said officer have served his or her sentence. Attach additional sheets as necessary.

- 4.6. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7. In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ **YES** ☐ **NO**

If **YES**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.8. In the past five years, has a government entity determined or concluded that your firm or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ **YES** ☐ **NO**

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9. Is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentation(s)?

☐ YES ☐ NO

If **YES**, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.10. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures?

☐ YES ☐ NO

If **YES**, explain. Attach additional sheets as necessary.

- 4.11. Has any governmental agency ever submitted a complaint against you to the California State Labor Commission for failure to submit certified payrolls or use apprentices in proper ratios?

☐ YES ☐ NO

If **YES**, provide the details of such complaint. Attach additional sheets as necessary.

- 4.12. Has any governmental agency ever issued against you or one of your subcontractors Civil Wage and Penalty Assessments?

☐ YES ☐ NO

If **YES**, list all Civil Wage and Penalty Assessments date and dollar amount issued against you or one of your subcontractor by any of the following entities: the California Department of Industrial Relations, a California public entity, or federal public entity, in the last five years and explain how the assessment was resolved. Attach additional sheets as necessary.

5. FIRM'S OPERATIONAL STATUS

- 5.1. In the past seven years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ YES ☐ NO

If **YES**, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2. In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ YES ☐ NO

If **YES**, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3. Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ YES ☐ NO

If **YES**, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1. Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented your firm from bidding on, contracting, or completing a construction project?

☐ YES ☐ NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that your firm is a "non-responsible" bidder or proposer?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Has your firm ever failed to fulfill or perform — either partially or completely — a contract or an agreement with a government entity or a client?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five years, has any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform — either partially or completely — the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ YES ☐ NO

If **YES**, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ YES ☐ NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

☐ YES ☐ NO

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ YES ☐ NO

If **YES**, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, substandard, defective, deficient, or non-compliant?

☐ **YES** ☐ **NO**

If **YES**, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ **YES** ☐ **NO**

If **YES**, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

☐ **YES** ☐ **NO**

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ **YES** ☐ **NO**

- 7.1.3. Refused to issue your firm a bond?

☐ **YES** ☐ **NO**

7.1.4. Canceled or revoked a bond obtained by your firm?

☐ YES ☐ NO

If the answer to any question in 7.1.1 to 7.1.4 is **YES**, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

7.2. In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ YES ☐ NO

If **YES**, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach additional sheets as necessary.

7.3. A Proposer who is awarded a contract must maintain liability and workers' compensation insurance, as more fully described in the RFP and the Contract. Place an "X" below, to indicate the type of insurance coverage that your firm now has:

- ☐ Commercial General Liability
- ☐ Business Automobile Liability
- ☐ Workers' Compensation Liability
- ☐ Cyber Risk and Privacy Liability
- ☐ Excess Liability or Umbrella

7.4. If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself, and set forth the amount of the self-insured retention (SIR):

Liability: _____	SIR amount: _____
Liability: _____	SIR amount: _____
Liability: _____	SIR amount: _____

8. CREDIT AND REFERENCE CHECK

8.1. The City of Glendale may: (1) request credit reports, or investigative reports, or both, about your firm, and (2) contact the references, government entities, and other persons listed in this Proposal. The City of Glendale will use this information to evaluate your firm's financial resources, responsibility, and integrity with respect to this Proposal, an award of the Contract, or any contract renewal. The City of Glendale will treat any information that it obtains now or later as confidential.

8.1.1. Does your firm authorize the City of Glendale to obtain credit and investigative reports about your firm?

☐ **Yes** ☐ **No**

8.1.2. Does your firm authorize the references, government entities, and other persons listed in this Proposal to release information about your firm to the City of Glendale?

☐ **Yes** ☐ **No**

PF: III. COST PROPOSAL

The cost proposal should be broken up into the following tasks. A price estimate and hourly rate for each task not specified in the scope of work must be included.

FISCAL YEAR 2024-2025 (Initial Contract)

ACTION	COST
I. General SB 1383 Compliance Actions	
II. Community Outreach and Engagement:	
III. Reporting Requirements	
TOTAL	

FISCAL YEAR 2025-2026 (Optional Contract Extension)

ACTION	COST
I. General SB 1383 Compliance Actions	
II. Community Outreach and Engagement:	
III. Reporting Requirements	
TOTAL	

FISCAL YEAR 2026-2027 (Optional Contract Extension)

ACTION	COST
I. General SB 1383 Compliance Actions	
II. Community Outreach and Engagement:	
III. Reporting Requirements	
TOTAL	

PF: IV. INSURANCE REQUIREMENTS AFFIDAVIT
INSURANCE REQUIREMENTS AFFIDAVIT

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE PROPOSER MUST SUBMIT THIS AFFIDAVIT WITH THE PROPOSAL FORMS.

I, the undersigned (**check one box:** ☐ underwriter ☐ agent), certify that I and the Vendor listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposals. If the City of Glendale ("City") awards the Contract for Consultant Services to Provide Edible Food Recovery Services. I will be able—within fourteen (14) calendar days after the Vendor is notified of the Contract's award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

<hr/>	<hr/>	Name
of Insurance Company	Date	
<hr/>		
Insurance Agent's Name (Printed)	Insurance Agent's Name (signature)	
<hr/>		
Address	City	State
Zip Code		
<hr/>		
Telephone Number	FAX Number	Email Address

<hr/>	<hr/>
Vendor's Name	Request for Proposal

Below State the Name of Insurance Company Providing Coverage:

DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

<hr/>	<hr/>
Commercial General Liability	Automobile Liability
<hr/>	
Workers' Compensation Liability	Professional Liability
<hr/>	
City Will Purchase Policy, if required Builders Risk	Pollution Liability

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Vendor submits to the City do not fully comply with the Insurance Requirements, and/or if the Vendor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Vendor's Proposal non-responsive, and (2) award the Contract to the next highest scoring, responsible proposer.

If you have any questions about Insurance Requirements, please contact Veronika Padron, Risk Management Section, at (818) 548-4354

PF: V- DISCLOSURE - CAMPAIGN FINANCE ORDINANCE – CONSULTANTS AND SUBCONSULTANTS

The City Council adopted Ordinance No. 5744, "Campaign Finance Ordinance," which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 ("the Ordinance"). The Ordinance prohibits: (1) A Consultant* (including a subConsultant**)— who has a contract with the City of Glendale ("City"), Glendale Successor Agency or Glendale Redevelopment Agency ("GSA"), or the Housing Authority of the City of Glendale ("HA") and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a Consultant or subConsultant who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a Consultant whose contract requires the City Council's, GSA's, or HA's approval, and specified subConsultants. A contract with the City, GSA, or HA is known as a "City Contract." The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about the Consultant receiving the City Contract, and specified subConsultant(s) working under the City Contract.

Information that must be disclosed:

- Name of the person, entity, or organization (i.e., the Consultant or SubConsultant)
- Name of the Chief Executive Officer/President
- Chief Operating Officer
- Chief Financial Officer
- Chairperson
- All members of the Board of Directors
- All persons who own more than 10% of the person, entity, or organization
- Name of any campaign committee owned or controlled by the person, entity, or organization

Please complete the following disclosure form:

Consultant(s)*:

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

* "Consultant" is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Consultant must also disclose the name(s) of that person's, entity's, or organization's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons' name and business address.

SubConsultant(s):**

Name		Address			
Full Name	Title	Business Address	City	State	Zip
	Chairperson				
	Chief Executive Officer / President				
	Chief Operating Officer				
	Chief Financial Officer				
	Board of Directors				
	More than 10% interest owner				

** "SubConsultant" is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime Consultant. You must also disclose the names of the SubConsultant's Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons' name and business address.

Campaign Committee owned or controlled by: _____

Title	Business Address	City	State	Zip

CERTIFICATION

On behalf of the above-named ☐ Consultant ☐ SubConsultant:

- I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, Consultants, or subConsultants within ten (10) days of the selection or change; and
- I hereby certify that:
 - I have identified all persons for which the Ordinance requires disclosure;
 - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
 - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is _____ pages.

Executed on: _____, 20____, at: _____, California.

Signature: _____ Print Full Name: _____

Address: _____

Phone Number: _____ E-mail Address: _____

PF: VI. PUBLIC RECORDS EXEMPT INFORMATION

Below identify (by a general description) all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that Proposer has included in this Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 7920, *et seq.* By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless City— including, its officers, agents, employees, and representatives— from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer, who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.