



CITY OF CHANDLER, ARIZONA
NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE: REQUEST FOR PROPOSALS

SOLICITATION NO.: WA0-936-2649

PROPOSAL DUE DATE AND TIME: December 16, 2009 - 4:00 pm local Arizona time

LOCATION:	MAILING ADDRESS:
Purchasing Division	Mail Stop 901
249 East Chicago Street	P.O. Box 4008
Chandler, Arizona 85225	Chandler, AZ 85244-4008

Note: There will be a Pre-Proposal Conference at the Purchasing Division Conference Room, 249 E Chicago St, Chandler, on December 2, 2009 at 10:00 a.m. local Arizona time.

Sealed proposals for the commodity or service specified will be received by the Purchasing Division, City of Chandler, 249 East Chicago Street, Chandler, Arizona 85225, until the time and date cited above. Names of offerors received by the correct time and date will be opened publicly and read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Purchasing Division staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the solicitation invitation number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided on the following pages.

Commodity and/or Service Water Wastewater Equipment Repair

Contract Type and Period _____

Issue Date: November 6, 2009 CONTACT:

Mike Mandt, CPPB
Procurement Officer
PH: (480) 782-2406 / FAX: (480) 782-2410
Email: Michael.Mandt@ChandlerAZ.gov

THIS OFFER IS SUBMITTED BY:

Name of Company _____

Contact Name _____

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**IMPORTANT
VENDOR / OFFEROR'S CHECK LIST**

- ☐ 1. The offer has been signed in the Vendor/Offeror's Offer Section. (Offers not signed in this section will not be considered.)
- ☐ 2. The prices offered have been reviewed.
- ☐ 3. The price extensions and totals have been checked.
- ☐ 4. Any required drawings or descriptive literature have been included.
- ☐ 5. All items listed in the Offer Section have been responded to as applicable / required. (See Information and Instructions to Offerors Section 4.5). The delivery/shipment information has been included.
- ☐ 6. Any addendums have been included/noted in Offer Section.
- ☐ 7. The mailing envelope/package has been addressed to:

Location:

City of Chandler
Purchasing Division
249 E. Chicago St.
Chandler, AZ 85225

Mailing:

City of Chandler
Purchasing Division
MS 901, P.O. Box 4008
Chandler, AZ 85244-4008

- ☐ 8. RFP Package/Envelope has been identified with RFP number and title.
- ☐ 9. The offer is mailed in time to be received and stamped in by Purchasing representative no later than specified time on designated date. (Otherwise the offer cannot be considered.)
- ☐ 10. Certificate of Insurability has been signed and included with Offer.

INFORMATION AND INSTRUCTIONS TO OFFERORS

1. **RFP.** This procurement is a Request for Proposals for Water and Wastewater equipment Repair service.
2. **GENERAL INFORMATION**
 - 2.1. Offers must be received by City of Chandler Purchasing Office, 249 East Chicago Street, Chandler, Arizona 85225, on or before 4:00 P.M. local Arizona time, on December 16, 2009. **Late Offers will not be accepted.**
 - 2.2. **Late Offers.** Late submittals and/or unsigned Offers will not be considered under any circumstances. Envelopes containing Offers with insufficient postage will not be accepted by the CITY. It is the sole responsibility of the Offeror to see that his/her Offer is delivered and received by the proper time and at the proper place.
 - 2.3. **Pre-Proposal Conference.** A Pre-Proposal Conference has been scheduled for 10:00 A.M. local Arizona time on December 2, 2009 at the Purchasing Conference Room, 249 E. Chicago St., Chandler, AZ. Potential Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation will be responded to by CITY through a written Solicitation Addendum.
 - 2.4. **Addendum.** This RFP may only be modified by a written Addendum. Potential Offerors are responsible for obtaining all addendums via the CITY's Vendor Registration/Notification system or other means. See Paragraph 2.13 for registration instructions.
 - 2.5. **Sealed Envelope or Package.** Each Offer shall be submitted to the Purchasing Office in a sealed envelope or package. The envelope or package should be clearly identified as an Offer and be marked with name of the Offeror and Solicitation number. CITY may open envelopes or package to identify contents if the envelope or package is not clearly identified as specific.
 - 2.6. **Offer Amendment or Withdrawal.** An Offer may be withdrawn anytime before the solicitation due date and time. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided by applicable law.
 - 2.7. **Proposal Opening.** Offers shall be opened on the date and time, and the place designated on the notice page of this document, unless amended in writing by the Procurement Officer issuing the solicitation. The name of each offeror shall be read at this time. Offers, modifications and all other information received in response to the Request for Proposals shall be shown only to authorized personnel having a legitimate interest in the evaluation.
 - 2.8. **Public Record.** All Offers submitted in response to this Solicitation and all evaluation related records shall become property of CITY and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or as otherwise required by law.
 - 2.8.1 Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to CITY in Offers submitted.
 - 2.8.2 CITY will not insure confidentiality of any portion of the Solicitation documents that are submitted in the event that a public record request is made.
 - 2.8.3 CITY will provide 48 hours notice before releasing materials identified by the Offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.

- 2.9. Cost of Offer Preparation.** CITY will not reimburse any Offeror the cost of responding to a solicitation.
- 2.10. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.11. Offer Acceptance Period.** All Offers shall remain open for 120 days after the day of the opening of Offers, but the CITY may, at its sole discretion, release any Offer and return the security (as applicable) prior to that date. No Offeror may withdraw his Offer during this period without written permission from the CITY. Should any Offeror refuse to enter into a contract, under the terms and conditions of the procurement, CITY may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.12. Term of Contract.** Please see the attached contract for a description of the term of the contract.
- 2.13. Vendor Registration.** Vendors (Offerors) must register via the on-line Vendor Registration system at www.chandleraz.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. Select the CUSTOMER SERVICES link, then select VENDOR SERVICES, then click on VENDOR REGISTRATION SYSTEM, read or print the instructions, then select REGISTER OR LOG-IN NOW. A vendor who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation.

3. DESCRIPTION OF GOODS BEING PROCURED

- 3.1.** Please see the attached contract for detailed specifications / scope of work and a description of the procurement. **Cooperative Use of Contract.** Please see the attached contract for the cooperative use provisions.

4. OFFER PREPARATION

- 4.1. Format.** Offerors shall submit their Offer with **an original and 5 copies** and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms. **SUBMITTALS SHOULD BE BOUND BY STAPLE OR BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. No Facsimile or Electronic Mail Offers.** Offers may not be submitted in facsimile or electronically. A facsimile or electronic mail Offer shall be rejected.
- 4.3. Typed or Ink Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer.
- 4.4. No Modifications.** Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 4.5. Content.** The Offer Section shall contain all of the following information:
- 4.5.1** Brief description of the Offeror, including legal organization. Include name, address and location of the firm's principle and local office.
- 4.5.2 Tax ID Number.** Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section. A City of Chandler Sales Tax Number, if applicable, must also be supplied.

- 4.5.3 **Licenses.** Offeror must list all applicable licenses and numbers in the Offer Section.
- 4.5.4 **Exceptions to Solicitation.** Any exceptions to the Specifications or Contract terms must be included with the Proposal and submitted on the 'Exceptions to RFP' area in Offer Section or equivalent in which the Offeror clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed Form of Contract is included as a part of this Solicitation. In your Offer you must include a statement that you have reviewed the contract and list any objections to them. Any objections to specifications or the Form Contract will be considered and included in CITY's evaluation of your offer. If you fail to list any objections to the specifications or form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation, specifications or contract, shall be rejected as non-responsive.
- 4.5.5 **Disclosure.** If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 4.5.6 **Insurance.** The Offeror shall submit the enclosed Certificate of Insurability with their Offer to the City.
- 4.5.7 **Prices.** Prices shall be listed in Exhibit C shall include all freight, insurance, warranty costs, and any other applicable costs.
- 4.5.8 **Prompt Payment Terms.** Offeror must indicate any applicable prompt payment terms in the areas provided in the Offer Section.
- 4.5.9 **Taxes.** Offeror must provide a description of how service will be taxed.
- 4.5.10 **Manufacturer's Representative.** Dealers who submit an Offer as a manufacturers' representative must supplement the Offer with a letter from each manufacturer involved certifying that the Offeror is a bona fide dealer for the specific equipment presented, that the Offeror is authorized to submit an Offer on such equipment, and guarantees contract performance should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards.
- 4.5.11 **Subcontractors.** Offeror shall list all major subcontractors.
- 4.5.12 **Financial Statement.** Offeror shall furnish, upon request, two (2) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by CITY. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire Offer.
- 4.5.13 **References.** Offeror shall list at least three references of other governmental agencies to which Offeror has supplied similar goods or services, including names, addresses and telephone numbers. The City reserves the right to only contact references from firms deemed as reasonably susceptible of receiving a contract award.
- 4.5.14 **Other** information required to be supplied with Offer (**please see Evaluation Criteria**).
- 4.5.15 **Solicitation Addendum Acknowledgement.** Each Solicitation Addendum shall be acknowledged in

the Offer section, which shall be submitted together with the Offer on the Offer due date and time. Failure to note a Solicitation Addendum may result in rejection of the Offer.

4.5.16 Evidence of Intent to be Bound. The Offer Section within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

4.5.17 Non-Collusion and Non-Discrimination. By signing and submitting the Offer, the Offeror certifies that:

- A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- C. The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, Offeror shall assist CITY in applying for and obtaining such tax credits and exemptions which shall be paid or credited to CITY.

5. INQUIRIES

5.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

5.2. Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Procurement Officer listed on the cover page of the solicitation. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other CITY employee unless the Solicitation specifically identifies a person other than the Procurement Officer as a contact.

5.3. Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an offer and not be opened until after the Offer due date and time. CITY shall consider the relevancy of the inquiry but is not required to respond in writing.

5.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Offer due date and time for review and determination by CITY. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

5.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

6. EVALUATION

- 6.1. Disqualification.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Offer rejected.
- 6.2. Clarifications.** CITY reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.
- 6.3. Waiver and Rejection Rights.** City of Chandler reserves the right to reject any or all Offers or to cancel the solicitation altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.
- 6.4. Taxes.** All applicable taxes stated in the offer shall not be considered by the CITY when determining the lowest bid or evaluating proposals.
- 6.5. Evaluation Criteria.** The evaluation criteria are listed below in their relative order of importance. The Offeror's submittal should be organized/submitted by criteria.
- 6.5.1. Cost. (40 pts)** Submit a completed Exhibit C with proposed cost and identify the work categories offered.
- 6.5.2. Resources and Response Time. (40 pts)** Provide a list of staff, facilities, inventories, manufacturers that you are a distributor for and other resources available to perform the contract. Provide proposed response time in different than that listed in exhibit B.
- 6.5.3. Experience. (20 pts)** Provide references that include, Name of Customer, Contact name phone number, and email, how long you have provided service and type of service provided. Provide description of company including size and years in business.
- 6.6. Discussion with Responsible Offerors and Revision to Proposal.** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
- 6.5.1 Determine in greater detail such offeror's qualifications;
- 6.5.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 6.5.3 Determining that the offeror will make available the necessary personnel and facilities to perform within the required time;
- 6.5.4 Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

7. AWARD

- 7.1. Multiple Awards.** In order to assure that any ensuing contracts will allow CITY to fulfill current and further requirements, CITY reserves the right to award Contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of CITY. The fact that CITY may make multiple awards should be taken into consideration by each Offeror.

- 7.2. Execution of Contract.** Within ten (10) days of Notice that Offeror is the recommended awardee, Offeror shall execute and return the original Contract to Purchasing.
- 7.3. Award(s).** Award(s) shall be made to the Offeror(s) deemed most advantageous to the City based upon the listed evaluation criteria.

8. PROTESTS

- 8.1.** A Protest must be in writing and be filed with the Purchasing Office. A protest of a Solicitation shall be received before the Solicitation opening date. A protest of a proposed award must be filed before City Council meeting at which the recommendation will be presented. If the award is less than \$30,000, City Council approval is not needed and protests must be submitted within ten (10) days after the protestor knows or should have known the basis of the protest. CITY shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

The name, address and telephone number of the protester;
The signature of the protester or its representative;
Identification of the project and the solicitation or contract number;
A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: City of Chandler Purchasing Office, ATTN: Purchasing, Mail Stop 901, P.O. Box 4008, Chandler, AZ 85244-4008.

OFFER SECTION
(Including all information required to be submitted with Offer)

1. OFFEROR

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____

Local Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Exceptions to RFP: _____
(See Information & Instructions 4.5.4)

2. Disclosure of Debarment information _____
(See Information & Instructions 4.5.5)

3. Prices:

A. Submit a completed Exhibit B

B. Prompt Payment Terms: _____

C. Describe how service will be taxed: _____

D. Options and Alternatives: _____

E. Do you accept a procurement card for payment? _____

4. Manufacturer's Representative(See Information & Instructions 4.5.10): _____

5. List of Subcontractors (See Information & Instructions 4.5.11) _____

6. REFERENCES (Must be provided):

Provide names, addresses and telephone numbers of government agencies/business' to which you have provided similar goods or equipment.

A. Entity: _____

Address: _____

Contact(name and Title): _____

Phone/e-mail: _____

Type of service provided and how long have you provided service.: _____

B. Entity: _____

Address: _____

Contact(name and Title): _____

Phone/e-mail: _____

Type of service provided and how long have you provided service.: _____

C. Entity: _____

Address: _____

Contact(name and Title): _____

Phone/e-mail: _____

Type of service provided and how long have you provided service.: _____

7. Other Information Required (See Evaluation Criteria 6.5)

8. Receipt of Addenda:

Offeror acknowledges receipt of the following Solicitation Addendum(s):

Addendum No.

Date

9. Intent to be bound by Offer:

SIGNATURE PAGE

If OFFEROR is:

An Individual

By: _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as: _____

License or Registration No.: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Partnership

By: _____
(Firm Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

License or Registration Number: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name of Officer)

Attest: _____
(Secretary)

Federal I. D. Number: _____

Business Address: _____

Phone No.: _____

Fax No.: _____

A Joint Venture

By: _____
(Signature)

(Printed or Typed Name)

(Address)

By: _____
(Signature)

(Printed or Typed Name)

(Address)

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Chandler for ---- Contract, I am fully aware of Insurance Requirements contained in the Contract and by the submission of this offer, I hereby assure City of Chandler that I am able to produce the Insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City of Chandler, and then become unable to produce the Insurance coverage specified within ten working days, I am fully aware and understand that I may not be considered for further projects by City of Chandler.

Signature of Offeror

Company

Date

CITY OF CHANDLER SERVICES AGREEMENT
NAME OF AGREEMENT
AGREEMENT NO.:

THIS AGREEMENT is made and entered into this [] day of [], 200 [], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and [] (Add if applicable - a Corporation of the State of, etc), hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Cost Center Manager /designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

2. SCOPE OF WORK: CONTRACTOR shall provide repair of water and wastewater equipment all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
- 2.5. Warranties.**
- 2.6. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed and material supplied pursuant to this Contract.

3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. Records. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. Audit. At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. New/Current Products. All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

3.4. Property of CITY. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

3.5. PRICE: CITY shall pay to CONTRACTOR the sum of [REDACTED] per year for the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4. TAXES

4.1. CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.

4.2. Payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

4.3. Estimated Quantities. The quantities shown on Exhibit B (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.

4.4. IRS W9 Form. In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.

4.5. Price Adjustment (Annual). All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.

4.6. Price Reduction. CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

- 5.1.** The contract term is for a one year period subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.
- 5.2.** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7. CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof

for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 Termination for Cause: City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

8.3. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

8.4. Gratuities. CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

8.5. Suspension or Debarment. CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

8.6. Continuation of Performance Through Termination. The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

10. Dispute Resolution

- 10.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to

be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. **Commercial General Liability - Minimum Coverage Limits.**

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. **Automobile Liability**

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. **Worker's Compensation and Employer's Liability**

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY
 Contract Administrator: _____
 Contact: _____
 Mailing Address: _____
 Physical Address: _____

In the case of the CONTRACTOR
 Firm Name: _____
 Contact: _____
 Address: _____
 City, State, Zip _____

City, State, Zip _____
Phone: _____
FAX: _____

Phone: _____
FAX: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. GENERAL TERMS:

- 15.1. **OWNERSHIP.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.5. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

- 15.6. Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.7. No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.8. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____
day of _____ 20 _____.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: _____
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk

Secretary

Approved as to form:

City Attorney

EXHIBIT A

Contractor Immigration Warranty To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: MU0-988-2734		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

Exhibit B

Scope of Work

1. SCOPE

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into four categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Realmation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will Include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throught out the City. This category will Include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities.

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will Include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturer's specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work

until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. DISINFECTION

CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.

10. CLEANUP

CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

12. DISPOSAL OF WASTE

CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.

13. WRITTEN COMPLETION REPORTS

CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

14. HOURLY RATES

CONTRACTOR will charge hourly rates listed in Exhibit C for time on scene only. Any work on Saturdays, Sundays or Holidays will require advance approval from CITY.