

**NOTICE OF SOLICITATION
UNIFORM INSTRUCTIONS FOR PROPOSALS
CITY OF BISBEE**

INFORMATION TECHNOLOGY SERVICES

1. Introduction

The City of Bisbee is seeking sealed bids and proposals (“Proposals”) in the manner specified herein from qualified vendors (“Vendor”) capable of providing the following goods and/or services:

The City of Bisbee is accepting sealed bids and proposals for Information Technology Services

2. SCHEDULE OF EVENTS

Submittal Due Date: September 7, 2017 by 5:00PM
(Arizona, MST)

Submittal Location: City Clerk, City of Bisbee
118 Arizona Street
Bisbee, AZ 85603

Inquires may be directed to: Ashlee Coronado
City Clerk
118 Arizona Street
Bisbee, AZ 85603
(520) 432-6012

3. Nature of the Purchase

The specifications and descriptions of the work and/or materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

4. Preparation of Proposal

4.1 It is the responsibility of the Vendor to examine the entirety of this Notice of Solicitation and to seek clarification of any requirement that may not be clear. This Notice of Solicitation includes the City of Bisbee’s standard Purchase Contract, which the successful bidder will be required to execute.

4.2 The City will not reimburse any costs incurred in developing, presenting or providing the Proposal. All materials and documents submitted in response become the property of the City and will not be returned.

4.3 All Proposals submitted to the City become a public record. If the Vendor believes that any information included in a Proposal should remain confidential, the Vendor must

specifically identify that information and its reasons. In the event of any public request for this information, the City will use its best reasonable efforts to provide the Vendor with notice of this request and an opportunity to obtain a court order, at the Vendor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications included in this Notice of Solicitation are the minimum level required. All Proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 If brand names or specific products are identified in the specifications, the Vendor may propose substantially equivalent alternatives. For any such Proposal, the Vendor must submit technical literature or detailed production information sufficient to allow the City to evaluate the nature of the proposed product.

4.6 Prices shall be submitted on a per unit basis, by line item, when applicable. The prices offered should not include applicable state and local taxes. The City will reimburse the Vendor for applicable transaction or sales taxes, provided that they are separately identified in any invoice. The Vendor will be responsible for the payment of all applicable taxes.

4.7 Any exceptions that are included with the Proposal shall be submitted in a clearly identified separate statement by which the Vendor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Vendor's standard terms will not be considered to be a specific statement of exception.

5. Submission of the Proposal

5.1 **Two copies** of the Sealed Proposals must be in the actual possession of the City Clerk on or prior to the exact time and date indicated in the Schedule of Events. Late proposals will not be considered.

5.2 Sealed Proposals must be submitted in a sealed envelope or container with the following information clearly indicated on the outside:

- a. Name of the Solicitation, as indicated by the City.
- b. Name and address of the Vendor

5.3 Proposals shall be submitted in writing, by a paper document that is printed, typed or in ink. Proposals submitted directly to the City by electronic means, by facsimile, electronic mail, or otherwise, shall not be accepted. Any substitute for any document forms provided with this Notice of Solicitation must be legible and must contain the same information requested by any such form.

5.4 Proposals may be withdrawn upon the submission of written, signed request submitted by the Vendor prior to the due date and time. Proposals may not be amended or withdrawn after the due date and time.

6. Award of the Contract

6.1 The City reserves the right to waive any immaterial defect or informality in a Proposal; to reject any or all Proposals or portions thereof; to reissue this Notice of Solicitation; and to accept a Proposal on a partial basis, if in the best interests of the City.

6.2 Unless otherwise stated, the Contract will be awarded to the lowest responsive, responsible bidder who has demonstrated the ability to perform as required. Factors that will be considered in making this award include technical capability of the Vendor, performance history, demonstrated availability of the necessary people and equipment, price and timeliness of the performance.

7. Certification

7.1 By signing and submitting a Proposal, the Vendor certifies that the Proposal did not involve any collusion or other anti-competitive practice; that the Vendor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Vendor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any City employee or official in connection with the Proposal.

7.2 The Vendor further certifies that the individual signing the Proposal has the authority to make a binding legal commitment on behalf of the Vendor to perform and deliver everything that is required in connection with the Proposal. Unless otherwise stated herein, the Proposal shall be effective for a period of thirty (30) days.

PROPOSAL

TO THE CITY OF BISBEE:

The undersigned hereby offers the following Proposal and agrees to furnish the materials and/ or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this Notice of Solicitation. The Vendor certifies that he or she has read, understands and will fully and faithfully comply with the Notice of Solicitation, its attachments and any referenced documents. The Vendor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number(s) _____

Company's Fax Number _____

Email Address _____

[ATTACH PROPOSAL TO THIS PAGE]

**ACCEPTANCE OF PROPOSAL
NOTICE OF AWARD**

The Proposal is hereby accepted by the City of Bisbee. This document shall also constitute notice of award of the Contract to the Vendor.

The Vendor is bound to provide the materials and/or services identified in the Proposal, subject to all terms, conditions, specifications, amendments, and other requirements set forth in this Notice of Solicitation and the Contract.

The Vendor shall not commence any billable work or provide any materials or services under this document until the Vendor and the City execute the Contract and the Vendor receives a formal notice to proceed from the City of Bisbee.

City of Bisbee

By _____

Date: _____

Its: _____

SPECIFICATIONS, SCOPE OF WORK OR REQUIREMENTS

The City of Bisbee is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The vendor selected would provide the necessary technical services, which would enable the City to:

- Plan for the orderly and efficient management and improvement its computing resources and software/applications.
- Protect and secure its technology facilities and data
- Ensure efficient operation of its data processing networks and related computer systems in its defined user community
- Enhance its quality of service for City departments, as well as its customer service and civic engagement objectives for the citizens of Bisbee

The City of Bisbee does not have a full-time staffed IT Department and is currently using an outside vendor service to provide maintenance and support on an as needed basis. The contractor will be required to work on hardware including wiring and all equipment, the installation and maintenance of the software that runs on the various computers. The contractor may be required to participate and provide feedback on plans and management/policy objectives in order to assist the City in the development of an IT plan.

SCOPE OF WORK:

The work to be performed under this contract shall include, but not be limited to the following:

- Responds to requests for assistance in the event of a malfunction in the operation of the City's computers, its networks, its software or any component of these systems. The Contractor shall make the best effort to respond to any such request as soon as reasonably possible. In order to allow for timely response, the City will make arrangements for the contractor to have access to the City facilities at all times of the day or night. The City may provide staff to accompany the Contractor during non-business hours, at the discretion of the City.
- Provide emergency response in the event of system outages within ninety (90) minutes of notification.
- Scheduling and performing regular maintenance and review of all computers and all components of the City's computer networks, on a quarterly basis, as necessary to upgrade any software, determine functionality and make any necessary corrections. The City Clerk or her designee shall arrange for the scheduling of such work.
- Maintenance of the City's main server. The Contractor will provide advice and recommendations on the components that may be required for this work. The City will be responsible for obtaining all necessary equipment and software. The

Contractor, will make the necessary improvements or re-configure the City's central server as necessary to improve performance.

- **The computer network that is the subject of this Contract includes all City computers, including those located at City Hall, Police Department, Fire Department, Bisbee Library and the Wastewater Treatment Facility. This also includes tablets, laptops and any other mobile device, and may be expanded at any time under the terms of this agreement.**
- **Provide consultation for future IT projects and upgrades, as well as strategic input on plans and strategies to move the City's computer infrastructure, software, applications and services toward a more managed and structured approach.**
- **Maintain security of all PC's servers and networks from physical, local and external threats.**
- **Control administrator passwords**
- **Maintain an emergency response plan for each system, site and network.**
- **Provide service and support for the City audio and video recording equipment in Council Chambers; to include the possibility of video streaming on our City website, YouTube channel or similar.**

Services Required:

This section summarizes the services to be provided to the City of Bisbee in this RFP. The City is looking for a maintenance and support program to be designed under two major categories. These categories are PREVENTIVE MAINTENANCE and AS NEEDED MAINTENANCE, to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material costs for these efforts are important to billing the City and future budget considerations.

- **Initial Assessment**
Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. Recommendations related to more efficient and effective use and maintenance of systems, infrastructures and software/applications is expected. Initial assessment of system must be provided within sixty (60) days of the original contract being signed. An updated assessment shall be submitted by each March 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.
- **Desktop Application Support**
Performance of basic support functions, including the administration and installation of PC's, laptops, Smartphones, tablets, printers, networking hardware and wireless equipment, and office software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer related hardware, to make available to City personnel upon request.

- **Server and Workstation Administrative Services**
 Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems.
 Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; development of operations and quality assurance for backup plans and procedures are being followed.
 Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
- **Network Administration Services**
 Maintenance and support of network equipment, including switches, firewalls, routers and other security devices is included.
 Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.
 Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting is required.
 Proper maintenance of network and network documentation for daily, weekly, and monthly services is required.
- **Email, Security and Backup**
 Maintenance of City email accounts adding, changing, and/or deleting City employee accounts as requested; maintenance of virus detection programs on the City servers, user computers and laptops; performance of periodic security audits, including notification of suspected breaches of security to the City designated person are required.
 Requirements for a redundant data backup policy, with procedures in place for constant backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.
- **Audio/Video Recording for Council Meetings**
 Maintenance and support of the Audio and Video recording in council chambers. Possible proposal to enhance the current system and to add video streaming through our city website of all Council meetings and Board and Commission meetings.
- **Planning**
 Planning and design services for major system enhancements, transitions and/or upgrades to existing systems; recommendations for future maintenance, purchasing and technology needs, when requested or necessary, including recommendations on

which hardware and software will be compatible with the City's technology systems as upgraded.

Installation of new equipment, software, and transfer existing data when acquired, will be needed.

- **Not Included**

The contract to be awarded does not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software, *et al.*, from the successful vendor. *Replacement parts are not part of this contract.* The scope also does not include computer equipment and networks not owned by the CITY.

- **OVERALL INFRASTRUCTURE, SYSTEMS AND SERVICES**

- **Maintain 100+ work stations at 6 sites**
 - **Maintain support and service records**
 - **Update and check weekly**
 - **Support end users**
 - **PC repair**
 - **Virus protection and removal**
 - **Maintain user account permissions and security**
 - **Upgrade as needed to maintain a reasonable cost-effective level of performance**
- **Support users' city wide**
 - **Support for applications**
 - **Keep accurate records of user accounts**
 - **Maintain folder permissions, groups, policies in active directory and application permissions**
 - **Setup user accounts, email and groups**
 - **Remove or deactivate user accounts**
- **2 Servers**
 - **Back up design techniques, monitoring, software and recovery**
 - **Server hardware and software troubleshooting and maintenance**



Professional Services Agreement Information Technology Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between CITY OF BISBEE, hereinafter referred to as the "City", and _____ hereinafter referred to as the "Consultant".

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Consultant shall provide all material, labor and transportation as described in Exhibit "A" Scope of Services.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration for the performance of the services described in Attachment "A" the City shall pay the Consultant _____ per month.

The City will pay the Consultant following the submission of invoices(s) for the services and material rendered. No payment shall be issued prior to receipt of material or service and correct invoicing. Each invoice must bear written certification by an authorized City representative confirming the services and material for which payment is requested have been performed and received. The City agrees to pay all properly documented invoices, for accepted work and material within thirty (30) days of receipt.

All notices, invoices and payment shall be made in writing and may be given by personal delivery, mail or e-mail.

The designated recipients for such notices, invoices and payments are as follows:

Consultant: _____

City: City of Bisbee
Ashlee Coronado, City Clerk
118 Arizona St., Bisbee, AZ 85603
acoronado@bisbeeaz.gov
520-432-6012

III. DURATION AND RENEWAL

The Consultant shall not commence any billable work or provide any material or services under this Agreement until _____, 2017, which shall be the commencement date of this Agreement. The term of this Agreement is one year from the commencement date. Thereafter, this Agreement shall automatically renew for one-year terms unless either party notifies the other, in writing, at least thirty (30) days in advance of the termination date, of its intent not to renew.

IV. TERMINATION

A. The City may cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is or becomes, at any time while the Agreement or any extension of the Agreement is in effect any employee of, or Consultant to any other

party to this Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when written notice from the City is received by the parties to this Agreement, unless the notice specifies a later time.

- B. This Agreement may also be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving the thirty (30) days written notice to the Consultant. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement for services rendered and accepted material received by the City before the effective date of termination.
- C. The City reserves the right to cancel the whole or any part of this Agreement due to failure of the Consultant to carry out any term, promise or condition of the Agreement. The City will issue a written ten (10) day notice of default to the Consultant for acting or failing to act any of the following, in the opinion of the City:
 - 1. Consultant provides personnel who do not meet the requirements of the Agreement;
 - 2. Consultant fails to adequately perform the stipulations, conditions, or services/specifications required in the Agreement;
 - 3. Consultant attempts to impose on the City personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Consultant fails to furnish the required service and/or product within the time stipulated in the Agreement;
 - 5. Consultant fails to make progress in the performance of the requirements of the Agreement and/or gives the City a positive indication that consultant will not or cannot perform to the requirements of the Agreement.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Consultant must comply with all applicable federal, state, and local laws, ordinances, and regulations. Consultant shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant.

VI. INDEPENDENT CONSULTANT

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Consultant is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Consultant should make arrangements to directly pay such expenses, if any. The City will not provide any insurance coverage to the Consultant including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by the City and the Consultant.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct

of the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, and hold harmless the City of Bisbee, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, reasonable court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Consultant, or anyone for whose acts Consultant may be liable. The City of Bisbee reserves the right, but not the obligation, to participate in defense without relieving Consultant of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way, limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written & Oral	\$ 500,000
Each Occurrence	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

- a. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form. (Note: this requirement is deemed waived based on the Contractor's warrant that Contractor is a single-member LLC with no employees and treated as a sole proprietorship for insurance purposes).

3. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- c. The policy shall be endorsed to include the following additional insured language: "The City of Bisbee, its departments, agencies, boards, officers, officials, agents and employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Bisbee is named as an additional insured, the City of Bisbee shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Contractor shall provide the City with certificates naming it as an additional insured.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Bisbee. Such notice shall be sent directly to the Bisbee City Public Works Department, 118 Arizona Street, Bisbee, Arizona 85603.

- D. **ACCEPTABILITY OF INSURANCE:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "AM.

Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Bisbee City Public Works Department, Bisbee, Arizona 85603. **The City project/contract number and project description shall be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Contracting Agency in consultation with the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or sub-agreement shall be made by the Consultant with any other party for furnishing any of the services herein contracted for without the advance written approval of the Public Works Department. All sub-consultants shall comply with Federal and State laws and regulations which are applicable to the services covered by the sub-agreement and shall include all the terms and conditions set forth herein which shall apply with equal force to the sub-agreement , as if the sub-consultant were the Consultant referred to herein. The Consultant is responsible for Agreement performance whether or not sub-consultants are used.
- B. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Agreement. Persons requesting such information must be referred to the City.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the City and shall not be used by the Consultant or any other person except with the prior written permission of the City.

- D. This Agreement is subject to the provisions of A.R.S. § 38-511.
- E. The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.

XII. LEGAL ARIZONA WORKES ACT COMPLIANCE

Consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Consultant's employment of its employees , and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Consultant shall further ensure that each sub-consultant who performs any work for the Consultant under this Agreement likewise complies with the State and Federal Immigration Laws .

The City shall have the right at any time to inspect the books and records of the Consultant and any sub-consultant in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Consultant's or any sub-consultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the Consultant to penalties up to and including suspension or termination of this Agreement. If the breach is by a sub-consultant, and the sub- agreement is suspended or terminated as a result, the Consultant shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the sub-agreement or retain a replacement sub-consultant, (subject to City approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Consultant shall advise each sub-consultant of the City's rights, and the sub-consultant's obligations, under this Section by including a provision in each sub-agreement substantially in the following form:

“The sub-consultant hereby warrants that it will at all times during the term of this Agreement comply with all federal laws applicable to the sub-consultant’s employee and the requirements of A.R.S. § 23-214(A). The sub-consultant further agrees that the City may inspect the sub-consultant’s books and records to insure that the sub-consultant is in compliance with these requirements. Any breach of this paragraph by the sub-consultant will be deemed to be a material breach of this Agreement subjecting the sub-consultant to penalties up to and including suspension or termination of this Agreement.”

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Consultant shall be entitled to an extension of time, but not costs.

This Agreement represents the entire agreement between the CITY and the CONSULTANT relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CONSULTANT:

APPROVED BY:

Printed Title and Name Date

David M. Smith, Mayor Date

ATTEST:

APPROVED AS TO FORM:

Ashlee Coronado, City Clerk Date

Britt Hanson, City Attorney Date