



Request for Proposals

**Public Safety, fire and security alarm monitoring software,
hardware and maintenance**

CITY OF PRESCOTT, ARIZONA
PREPARED BY: The Prescott Police Department

March 2014

Due Date: April 17, 2014

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NOTICE OF REQUEST FOR PROPOSAL

The City of Prescott, Arizona, requests proposals from qualified vendors for public safety alarm monitoring software, hardware and maintenance.

Sealed proposals will be received before 2:00 p.m. MST (Arizona time) on Thursday, April 17, 2014, at the Office of the City Clerk, 201 South Cortez Street, Prescott, AZ 86303. Any proposals received at or after 2:00 p.m. on the above-stated date will be returned unopened.

Proposals shall be submitted in a sealed package with ***“RFP – FIN14 – Public Safety Alarm Monitoring Software, hardware and maintenance– 001”*** and the proposers name and address clearly indicated on the package.

Proposals must conform to a prepared set of specifications available on the City of Prescott website at <http://www.cityofprescott.net/business/bids/> or contact Police Department Regional Communications Director, Lt. Bonney at (928)777-2020 or (928)777-1100 TDD.

The City of Prescott reserves the right to reject any and all proposals, the City reserves the right to waive any irregularity or informality in any proposal received and further reserves to negotiate any and all proposals. The City assumes no liability for the cost of preparing a response to this request.



Dana DeLong, City Clerk

Published: 2TC March 30 & April 6, 2014

SECTION 1: SPECIFICATIONS

1.1 INTRODUCTION

The City of Prescott ("City") is soliciting Requests for Proposals from qualified firms, vendors or individuals to provide alarm monitoring software, hardware and maintenance for same as described within this solicitation.

The Prescott Regional Communications Center is a primary Public Safety Answering Point (PSAP) serving ten (10) police and fire agencies in western Yavapai County, Arizona.

For the purpose of this RFP and the anticipated professional service agreement, "City" means the City of Prescott, "PRCC" means the Prescott Regional Communications Center, and "Services" means the provision of direct connect public safety alarm monitoring software, hardware and maintenance agreements as described in this RFP.

1.2 BACKGROUND

People are drawn to Prescott not only by its surroundings, but also by its small town atmosphere. "Everybody's Hometown" is an easygoing place where making friends comes naturally. The friendly atmosphere demonstrates the legacy of its pioneer past, when words were few and actions mattered." Prescottonians" cherish their history. With a population of about 40,000, there are 637 buildings and more than 60 objects in Prescott listed in the National Register of Historic Places, more than any other community its size in Arizona.

With its quality of life, near perfect four-season climate and small-town atmosphere, Prescott is a highly desirable place to live and work. Residents enjoy the benefits of small-town living while taking advantage of many positive amenities of large metropolitan areas. Very low crime rates, easy commuting a full range of housing types and prices, excellent air quality and a variety of recreational choices all combine to create a low-stress lifestyle.

Yavapai County is the second fastest growing county in Arizona. The City of Prescott is the largest urban area within the county. The city's growth has been a steady 4 percent per year for the past decade and is expected to continue at that rate. More than 100,000 people reside within the tri-city area, which includes Prescott, Prescott Valley and Chino Valley. The majority of these residents live within a 10-mile radius of downtown Prescott.

The City is a full service community that provides police, fire, public works and water purification services for the safety and enjoyment of our residents and visitors. In addition, the City offers a myriad of exciting special events including the nationally recognized Prescott Frontier Days Celebration. The City is also designated as "Arizona's Christmas City."

The PRCC is a primary PSAP for the western region of Yavapai County and operates 24/7/365 to provide emergency dispatching services for ten (10) local police and fire agencies. In addition, the PRCC monitors security and fire alarms for the City, the Central Yavapai Fire District and the Chino Valley Fire District.

The City has a progressive outlook regarding technology. Currently the City monitors approximately 70 alarms connected through two analog phone lines (POTTS lines), attached to fire and burglary panels throughout the tri-city area.

1.3 SPECIFICATIONS

1.3.1 Alarm monitoring hardware and software specifications and requirements

The Vendor shall provide to the City the alarm receiver hardware, capable of monitoring via analog and IP alarm signals from a wide variety of alarm panels, including but not limited to, "Contact ID," "Ademco," "Silent Knight 4/2," "BFSK," and "SIA D1 with checksum."

The Vendor shall provide to the City alarm monitoring software capable of providing audible and visual alarms and the ability to print alarm signal alerts for each alarm change of status. Signals shall include but are not limited to burglar, fire, trouble, panic, secure, fail-to-test, low battery and environmental alerts. The software shall have the ability to place alarms on "test" mode or "disable" and to document the date, time and operator editing the status.

The alarm equipment provided shall be UL-listed for function.

The alarm software shall be installed on each of the ten (10) current workstations currently in use in the PRCC.

The selected Vendor shall maintain and support the hardware and software; providing updates as needed from time to time to the most current and stable version.

The software and monitoring equipment must have the ability to turn on/off certain features such as print, receiving of trouble alarms or other signals during period of poor weather conditions or local power failures.

The alarm equipment must be capable of capturing time and date and shall be able to synchronize to the City's UTC server via SNTP or NTP protocols.

The system must be capable of handling up to 500 directly connected alarms with the option to expand as the need arises. This should be done using the smallest amount of floor space "foot print" as possible.

All premise alarm equipment supplied to the City shall operate for a period of no less than eight (8) hours from its own internal back-up power supply.

The City shall receive the benefit of manufacturer's warranties for system components.

1.3.2 Vendor requirements

The selected Vendor must submit with its proposal, proof of certification and license to operate within the State of Arizona. The Vendor must also demonstrate that it has successfully installed and supported similar municipal systems by providing names and contact information for its other municipal clients.

The Vendor shall install the equipment following NEC, NFCA and local fire and building codes.

The selected Vendor must supply adequate lightning protection and proper grounding to all of its receiver equipment.

The selected Vendor will provide 24/7/365 repair and support services for the newly installed system for the duration of one year from the date of installation.

The selected Vendor shall provide a toll free number for service related issues and alarm installation/disconnection should be provided at no charge to the City.

The selected Vendor must accept system responsibility for the installation and operation of any equipment it is providing, the installation or transferring of any telephone circuits that are required to complete the project. This must be completed without interruption of service to the current alarm subscribers and without additional cost to the City.

The selected Vendor must provide the initial transfer of all existing subscribers currently monitored by the City to the new equipment at no charge to the City or the subscribers.

The selected Vendor shall provide the initial training required to instruct the City personnel on the use of the installed equipment, and must supply manuals (electronic and two (2) hard copies) and instructional material for the periodic training staff will need from time to time. The City desires to have each individual 9-1-1 Telecommunicator initially trained in a hands-on classroom environment and will minimize the number of classes when possible.

1.3.3 Computer Enhancements

The Vendor shall pay all costs associated with any system enhancements, upgrades, or other changes that reasonably need to be performed on the Vendor's computer system for the Vendor to meet the service requirements.

1.3.4 Account Representation

The Vendor shall assign an Account Representative (AR), who shall be the primary contact person for monitoring and coordination of all aspects of the contract. In the absence of assigning an AR, the authorized signer of this Proposal will become the appointed AR.

SECTION 2: SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE

All responses shall incorporate by reference the standard professional services agreement, specifications, special terms and conditions, general instructions, and any attachments. The Standard Professional Services Agreement applicable to this solicitation is attached as Appendix A. Respondents are advised to review all provisions of the Service Agreement for this solicitation.

2.2 RETURN OF PROPOSAL

Seven (7) entire sets of the proposal response shall be submitted, with one (1) hard copy marked as "original" and one (1) CD-ROM containing all original documents.

The Respondents shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

2.3 PREPARATION OF VENDOR PACKAGE

Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Vendor packages shall be submitted in the following order:

2.3.1 **PROPOSAL SHEET**, Section 4

2.3.2 **FEE SHEET**, Section 5

2.3.3 **ADDENDUM**, Return all addenda (if applicable)

2.3.4 **SUBMISSION REQUIREMENTS / SAMPLES**, Section 3

2.4 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 NOTICE OF INTENT TO AWARD

Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Prescott web page, <http://www.cityofprescott.net/business/bids/>. If you have any questions, or would like further information about an intended award, contact the Lt. Bonney at (928) 777-2020. Any protest must be submitted to the City Clerk no later than seven (7) calendar days from the date of Proposal Opening.

2.6 PERMITS AND LICENSES

The Vendor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Vendor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

SECTION 3: SUBMISSION REQUIREMENTS / SAMPLES

3.1 REFERENCES FROM SIMILAR PROJECTS

3.1.1 Vendor shall submit references from a minimum of three (3) clients completed or ongoing similar projects within the last five (5) years (municipalities preferred). References shall include:

- Name of government agency or corporation.
- Contact person's name, position and current telephone number.
- Dates, cost and scope of service.

SECTION 4: PROPOSAL SHEET

4.1 VENDOR

The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal issued by the City and certifies that the individual who signed the Proposal Sheet is authorized to bind the Vendor to contract with the City. Vendor also certifies that the prices offered were independently developed without consultation with any of the other Vendors or potential Vendors.

Authorized Signature

Company's Legal Name

Printed Name

Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Email Address

Date

For questions regarding this offer (if different from above):

Contact Name

Email Address

Telephone Number

FAX Number

Federal Taxpayer ID No. _____

Arizona Sales Tax No. (if applicable) _____

SECTION 5: FEE SHEET

5.1 PROPOSAL FEE

The City intends to award this contract to the vendor that it deems most responsive and will provide the most comprehensive and high quality service to the City.

5.2 TAX AMOUNT

Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable

VENDOR NAME: _____

APPENDIX A – SAMPLE SERVICE AGREEMENT



Sample Service Agreement

WHEREAS, the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with State Law; and

WHEREAS, ** (hereinafter referred to as “Professional”), has expertise in alarm monitoring products,

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the services to the City in relation to alarm monitoring software and hardware services as indicated in Exhibit "A" (Request for Statements of Qualifications and Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the Project Manager.
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".
5. The term of this Agreement shall be _____ to _____.
6. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further 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 or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Prescott Police Department-Regional Communications Center

City of Prescott
216 S. Cortez St.
Prescott, AZ 86303

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10. It is expressly agreed and understood by and between the parties that the Professional is an independent Contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of **dollars and no cents (\$.00) for all services specified in Sections 1 and 2 of this Agreement.

(B) The foregoing sum includes payment for any and all services to be rendered Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other Professionals or sub-contractors retained by the Professional.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge and City shall pay Professional in accordance with Exhibit "A".

(D) Prior to the final payment to the Professional, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional, and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.
13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this

provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. The Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Project Manager. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

(B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Project Manager shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Project Manager and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Project Manager which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Project Manager, which shall be written so as to indicate acceptance on

the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional fee proposal.

(F) If the Professional claims that any instructions involve extra cost under this Contract, it shall give the Project Manager written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Professional shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Project Manager and in the absence of such Contract Amendment or other written order of the Project Manager, the Professional shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Project Manager to proceed with the work. All Contract Amendments must be approved by the Project Manager. Contract Amendments over \$10,000.00 must be approved by City Council.

23. (A) The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy or policies of liability insurance with the following coverage:

1) Commercial General Liability – Occurrence Form (if applicable)

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

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

2) Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

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 at the time work under this contract is completed.

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

3) Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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(B) City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors and employees for damages covered by property insurance during and after completion of the Services.

(C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(D) Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

(E) Notice of Cancellation: With the exception of a ten (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 a thirty (30) day written notice.

(F) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

(G) Verification of Coverage: Professional 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. Please note the contract number on the Certificate.

24. The Professional, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Contractor Immigration Warranty

Professional understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its sub-contractors ("Sub-contractors") will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of sub-contractors to ensure compliance with Professional's Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Professional enters into with any and all of its sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- 26. Professional shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Professional.
- 28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
- 29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

Dated this _____ day of _____, 2014.

City of Prescott, a municipal corporation

PROFESSIONAL

Marlin D. Kuykendall, Mayor

**

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Dana Delong, City Clerk

Jon M. Paladini, City Attorney

Exhibit "A"

*To consist of accepted fee package as outlined in section 2.3.