



## **REQUEST FOR PROPOSALS**

**for**

## **INTERACTIVE VOICE RESPONSE (IVR) SYSTEM**

Public Works Department

Telephone (928) 777-1130

Fax (928) 771-5929

**Due Date: September 29, 2016**

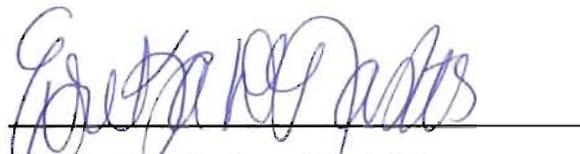
**REQUEST FOR PROPOSALS**  
**Interactive Voice Response (IVR) System**

The City of Prescott is soliciting proposals from qualified firms to provide Interactive Voice Response (IVR) technology capable of real-time interaction to work in conjunction with the latest version of the City's land management and permitting software, Accela, Inc.

Proposals must be received before 2:00PM on Thursday, **September 29, 2016**, at the City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86301, at which time all proposals will be publicly opened.

Any proposals received at or after 2:00PM on the above stated date will be returned unopened. Proposals must conform to this RFP available at the office of the Public Works Director, 433 N. Virginia St, (928) 777-1130 or on the City's website at <http://www.prescott-az.gov/business/bids/>. The City of Prescott reserves the right to reject any and all proposals and the City assumes no liability for the cost of preparing a response to this request.

The outside of the submittal envelope shall indicate the name and address of the respondent, shall be addressed to the City Clerk, City of Prescott, at the above address and shall be marked: **"RFP: CITY OF PRESCOTT INTERACTIVE VOICE RESPONSE (IVR) SYSTEM"**



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Brika Laster, Contract Specialist  
Published: 2TC September 11 & 18, 2016

**A. DESCRIPTION OF WORK**

The City is seeking proposals from qualified firms for the technology components that will be integrated into the City’s land use and permitting software. The City is changing land use and permitting software programs to Accela Inc., Civic Platform in early 2017 and is interested in a partnership with the right company that offers the infrastructure, software, tools and professional services to support and further guide the project team through implementation.

**B. SCOPE OF WORK/SPECIFICATIONS**

The City of Prescott will be launching a new permitting software, Accela, Inc. Civic Platform, which will include Land Management and Local Licensing Management, in the first quarter of calendar year 2017.

The City will upgrade its IVR software at the same time as the implementation of the Accela, Civic Platform. Proposals shall meet the following minimum requirements:

- Provide and install all necessary telephony hardware and software with 4 port system.
- Provide comprehensive maintenance and support of all hardware and software.
- Provide periodic updates and modifications to software as they become available to correct functional deficiencies and incorporate new features.
- Provide a web-based administrative interface for reporting and monitoring the system.
- Proposed solution SHALL include real-time interaction with Accela, Civic Platform.
- Standard Features shall include:
  - Plan Review and Permit Status
  - Inspection Scheduling/Rescheduling
  - Inspection Cancellation
  - Results Inquiry

**C. SUBMITTAL**

Sealed proposals will be received before 2:00PM on Thursday, September 29, 2016, at the City Clerk’s Office, 201 S. Cortez Street, Prescott, Arizona 86303, at which time all submittals will be publicly opened. Any submittals received at or after 2:00PM on the above stated date will be returned unopened.

One (1) original and two (2) copies of the proposal shall be submitted and must conform to the Request for Proposals (RFP) and Scope of Work. The City of Prescott reserves the right to reject any and all proposals and the City assumes no liability for the cost of preparing a response to this request.

The outside of the proposal envelope shall indicate the name and address of the respondent, shall be addressed to the City Clerk, City of Prescott, at the above address and shall be

marked: **RFP: CITY OF PRESCOTT INTERACTIVE VOICE RESPONSE (IVR) SYSTEM**

**Requests for information must be received by 5:00PM on Thursday September 22, 2016. Responses and any addenda will be posted no later than noon on Monday, September 26, 2016.**

**D. PROPOSAL CONTENT AND EVALUATION OF PROPOSALS**

**C.1 PROPOSAL CONTENT**

The response to this RFP should be specific and complete in detail, address each item by the order given in the RFP and be prepared in a straight-forward manner. One (1) original and two (2) copies of the proposal shall be submitted for purposes of evaluation.

1. Provide a cover letter identifying your qualifications as they pertain to these services.
2. Provide detailed platform information (hardware and software).
3. Provide documentation detailing system capabilities and options.
4. Provide information regarding city-supplied requirements (phone lines, hardware, software, configuration data, etc).
5. Provide pricing for initial implementation (including training fees), optional items and annual long term maintenance.

**C.2 EVALUATION**

Proposals will be evaluated by a Review Committee appointed by the City for this project according to the following criteria, with weighting as indicated:

1. General quality, completeness, accuracy, clarity, and adequacy of response to requirements as requested in the Scope of Work – 25%
2. System functionality and CTI integration/interface with Accela, Inc. – 25%
3. Project management, implementation and delivery capabilities, capacity and experience – 20%
4. Vendor qualifications/references – 20%
  - a. Quality
  - b. Level of Satisfaction of Clients
5. Pricing and implementation/support plan – 10%

**E. FINAL RANKING AND CONTRACT NEGOTIATION**

The Review Committee members will individually evaluate the proposals in their final ranking of firm(s). The Review Committee will notify each of the candidate firms of the final rankings and meet with the top-ranked firm for the purpose of initiating contract negotiations. If negotiations are unsuccessful with the top-ranked firm, the City will terminate negotiation efforts and open negotiations with the 2<sup>nd</sup> ranked firm. This process

will continue until negotiation efforts are successful. The final list will remain in effect for a period of twelve (12) months from the date of issuance by the City. The City also reserves the right to reject all submittals and re-advertise the project should the City not reach agreement on the terms of the contract with the selected firm(s).

Approval of the City Council will be required for award of a contract for performance of the services described herein.

**F. INSTRUCTIONS FOR SUBMITTAL FORMS: (“BIDDERS” REFER TO PROPOSERS IN THE FOLLOWING FORMS)**

**Form A – Bid Certification:** Bidder shall complete, sign, notarize and submit Form A as the first page of the bid package.

**Form B – Price Sheet:** Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

**Form C – Non-Collusion Affidavit:** Bidder shall complete, sign, notarize and submit Form C.

**Form D – Certificate of Ownership:** Bidder shall complete, sign, and submit Form D completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships or other associations having any direct or indirect financial interest in the Bidder’s business and the nature and extent of each such interest.

**Form E – Bid Questions, References and Warranties:**

- a. Bidder shall complete and submit Solicitation Form E. Bidder shall provide additional information as required.
- b. Bidder shall provide three (3) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form E.



**FORM A – BID CERTIFICATION**

**Bidder Name:** \_\_\_\_\_

**The undersigned Proposer hereby certifies as follows:**

1) That he/she has read The City of Prescott’s solicitation documents, its appendices, attachments, and any Addenda; and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_

2) That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

3) That the Proposer’s bid consists of the following:

- 1. Form A – Bid Certification
- 2. Form B – Price Sheet
- 3. Form C – Non-Collusion Affidavit
- 4. Form D – Certificate of Ownership
- 5. Form E – Bid Questions, References and Warranties (Attach subcontractor list if any)

4) That the Bidder’s bid is valid for 120 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder:

Corporate Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_



Public Works Department

433 N. Virginia Street  
 Prescott, AZ 86301  
 (928) 777-1130

**FORM B – PRICE SHEET**

Items	Cost
1. Complete installation and set-up of all hardware, software and web-based interface	\$
2. Training of personnel	\$
3. Annual comprehensive maintenance and support	\$
4. Other associated costs: please describe	\$
Total (including all supplies, equipment, labor, training, taxes, etc)	\$

**Payment Terms:** \_\_\_\_\_  
 \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder:

Corporate Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_



**FORM C – NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of \_\_\_\_\_;  
(Title) (Bidder)

That all statements of fact in such Proposal are true;

That said Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any proposer or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of Proposal, said Bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal(s);
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the Proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of his Proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said Bidder in his business.

By: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires



Public Works Department

433 N. Virginia Street  
Prescott, AZ 86301  
(928) 777-1130

**FORM D – CERTIFICATE OF OWNERSHIP**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder:

Corporate Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_



**FORM E – BID QUESTIONS, REFERENCES AND WARRANTIES**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

**1. Meets Minimum Specifications:**

	YES	NO
Able to furnish and install all labor, materials, equipment and services to provide a complete IVR system.		
Provide 2 year warranty on all workmanship, 20-year manufacturer's warranty parts.		

**2. Taxes and Liens:** Bidder has no unsatisfied tax or judgment lien on record.

**3. Pending Litigations:**

	YES	NO
If yes, please provide explanation:		

**4. Subcontractors:** Bidder submits as Attachment 1 to this Bid Form E a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

**5. References:** The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients,

other than the City of Prescott, that presently contract with Bidder for similar goods or services.

**PROPOSER’S REFERENCES**

Proposers shall submit references from relevant municipal officials for projects that are comparable in size, complexity, and scope of work sought by this RFP.

- The references should also demonstrate the Proposer’s experience in providing relevant, comprehensive IVR system services with other municipalities. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrate the indicated types of experiences.
- All references should include the name, title, telephone number of both the current owner of the company/client and the owner of the company/client at the time your services were provided. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	Email Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	Email Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	Email Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	Email Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	Email Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

6. **Bidder's Examination:** Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement, and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder:

Corporate Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_



**GENERAL SERVICES CONTRACT**

**INTERACTIVE VOICE RESPONSE (IVR) SYSTEM**

**CONTRACT #2017-XXX**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between \_\_\_\_\_ of the  
City of \_\_\_\_\_, County of \_\_\_\_\_,  
State of \_\_\_\_\_, hereinafter designated "Contractor", and the City of  
Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the  
State of Arizona, hereinafter designated "City".

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by  
the said City, and of the other covenants and agreements herein contained, and under the  
penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors,  
administrators, successors and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all labor, materials,  
equipment, transportation, utilities, services and facilities, required to perform all work for the  
construction of the project described as City of Prescott:  
\_\_\_\_\_,  
in a good and workmanlike and substantial manner and to the satisfaction of the City through its  
Contractors and under the direction and supervision of the \*\* Director, or his properly authorized  
agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by  
the Contractors for the City, and with such written modifications of the same and other  
documents that may be made by the City through the \*\* Director or his properly authorized  
agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The Notice Inviting Bids, Plans, Standards  
Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the  
Mayor and Council per Council Minutes of \_\_\_\_\_, Performance Bond,

Payment Bond, Bid Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**ARTICLE III - TIME OF COMPLETION:** The initial term of the contract shall be for a period of \_\_\_\_\_ years. The contract may be extended for additional \_\_\_\_\_ year periods up to a total of \_\_\_\_\_ additional years, with the mutual consent of the City of Prescott and Contractor. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI), not to exceed upwards or downwards of three (3) percent.

**ARTICLE IV - COMPENSATION:** Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of \_\_\_\_\_ dollars and no cents (\$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

**ARTICLE V - CONFLICT OF INTEREST:** Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

**ARTICLE VI - AMBIGUITY:** 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 the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

**ARTICLE VII - NONDISCRIMINATION:** The Contractor, 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 subcontractors, including procurement of materials and leases of equipment. The Contractor 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.

**ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS:** It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor 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 other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he 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, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

**ARTICLE IX - CITY FEES:** Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor, and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

**ARTICLE X- OTHER WORK IN PROJECT AREA:** The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question and answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractors control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

**ARTICLE XI – BONDS**

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to ARS Section 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of the City of Prescott. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds 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



limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

- I. 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.
- J. **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. Contractor is free to purchase such additional insurance as may be determined necessary.

**Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott 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.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**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.

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. .

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 contract. 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 \*\* at \*\*, Prescott, AZ 86301. The City 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.

Insurance Requirements - 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.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- 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 Contractor".

Business Automobile Liability: 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

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 Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation Statutory  
Employer's Liability

Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

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.

Prior to commencing work under this Agreement, the Contractor 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.

K. Contractor Immigration Warranty

Contractor 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 subcontractors (“Subcontractors”) 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 Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor 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 Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor 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 Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor 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 Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona

by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- L. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- M. 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.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

\_\_\_\_\_  
Witness, if Contractor is an Individual

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Prescott, a municipal corporation

\_\_\_\_\_  
Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Dana R. DeLong, City Clerk

\_\_\_\_\_  
Jon M. Paladini, City Attorney