



Request for Proposals (RFP)
No. 2016-277
Alarm Monitoring and Fire Suppression Services

Specifications
and
Contract Documents

RFP Due Date/Time: **Thursday, June 9, 2016 before 2:00 PM**
City of Prescott
City Clerk's Office
201 S Cortez Street
Prescott, Arizona 86303

Proposals are available on the City of Prescott website at <http://www.cityofprescott.net/business/bids/>

SCHEDULE OF EVENTS

Solicitation Advertisement

May 1, 8, 2016

Solicitation Release

Monday, May 2, 2016

Pre-Proposal Meeting

Wednesday, May 25, 2016 at 10:00 am

Fleet Services

432 N. Virginia Street

Prescott, AZ 86301

Final Date for Questions

Questions will not be accepted after Thursday, June 2, 2016 at 10:00 am

Proposals Due

Thursday, June 9, 2016 before 2:00 pm

City of Prescott

City Clerk's Office

201 S. Cortez Street

Prescott, AZ 86303

Proposal Opening

Thursday, June 9, 2016 at 2:00 pm

City of Prescott

Council Chambers

201 S. Cortez Street

Prescott, AZ 86303

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INTRODUCTION

The City of Prescott (“City”) Field and Facilities Services Department is soliciting proposals from qualified firms for the purpose of entering into a multi-year contract with a licensed organization to provide Alarm Monitoring and Fire Suppression Services for City facilities as described within this solicitation.

SECTION 1: INSTRUCTIONS

1.1 INSTRUCTIONS TO BIDDERS

The City’s Contract Specialist for this solicitation is:

Pam Risaliti, C.P.M., CPPB
Contract Specialist
City of Prescott
Field and Facilities Services Department
432 N. Virginia Street
Phone: 928-777-1659
E-mail: pam.risaliti@prescott-az.gov

All communications regarding this solicitation must be directed in writing via fax or e-mail to the Contract Specialist. Unless authorized, no other City official or employee is empowered to speak for the City with respect to this solicitation. Proposers are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Proposers are cautioned against contacting any City official or employee other than the Contract Specialist for this solicitation. The City of Prescott will not be held responsible for any verbal instructions. Failure to observe these requirements may be grounds for rejection of proposal.

Proposals shall be submitted in a sealed package with “**RFP 2016-277, Alarm Monitoring and Fire Suppression Services**” with the proposer’s name and address clearly indicated on the package. Three (3) entire sets of the proposal response shall be submitted, with one (1) marked as “original”. All proposals must be in writing. Oral, facsimile, e-mail or computer data transfer proposals will not be accepted.

All Proposals must be received at the City Clerk’s Office before the due date and time listed. Offers received after this time will be returned unopened and will not be considered.

Thursday, June 9, 2016 before 2:00 pm
City of Prescott
City Clerk’s Office
201 S. Cortez Street
Prescott, AZ 86303

1.2 PREPARATION OF VENDOR PACKAGE

The following items shall be completed and submitted as part of the Proposal. Failure to include all the items may result in an offer being rejected. The Proposer shall complete all sections of the solicitation in the format given in the space provided. If more space for a response is needed than what is provided, enter “See attachment for detail.”

1.2.0 COMPLIANCE/AUTHORIZATION-Section 2

1.2.1 SPECIFICATIONS SHEET-Section 3
(Compliance/Exceptions)

1.2.2 FEE SCHEDULE-Section 4

1.2.3 ADDENDUM, return all addenda (if applicable)-Section 5
All addenda will be posted on the City website.

1.2.4 REFERENCE FORM-Section 6

1.3 EVALUATION CRITERIA (1,000 points)

Proposals will be evaluated in accordance with the following two-step process:

Step One-Verification that each proposer has complied with all the mandatory requirements, terms and conditions of the RFP and the offer is thoroughly and correctly submitted.

Mandatory Requirements:

The following criteria are mandatory for submitting proposals and will not be evaluated under the scoring matrix:

- A. Vendor shall be licensed and bonded to perform security alarm installation with a minimum of five (5) years experience within the State of Arizona.
- B. Vendor shall have a minimum of five (5) years experience in monitoring City fire/security alarms in the State of Arizona.
- C. Vendor shall operate its own central station.
- D. Vendor must have a local office and have installers, service technicians and response personnel available 24 hours a day, 7 days a week.

Offers meeting the mandatory requirements above will be short listed and evaluated. The following represents the evaluation criteria and points that will be considered during the evaluation process.

Step Two-All proposals meeting the criteria as presented in Step One will then be subjected to a “points – earned compliance matrix”. The following is a listing of criteria used for evaluation of proposals under this RFP. The selection process will specifically address each of the following:

Qualifications, Related Work Experience and References (250 points)

The evaluation will include firm’s history, qualifications, license and experience.

Cost (250 Points)

The evaluation will include the cost of proposed services. The Firm that offers the lowest cost for specified services will receive the maximum points. The other firms will receive a proportionate score.

Overall Evaluation and Perceived Ability to Provide Services (200 points)

The evaluation will include the Firm’s perceived ability to meet the City needs and to follow instructions provided within the solicitation.

Personnel (150 points)

The evaluation will include qualifications, education, certifications and experience of proposed staff.

Offered Program & Services (150 points)

The evaluation will include the offered program and services.

SECTION 2: COMPLIANCE/AUTHORIZATION

2.1 COMPLIANCE/AUTHORIZATION

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 Request for Proposal issued by the City. Any exception to the terms contained in the 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 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 firm to contract with the City.

_____ Authorized Signature	_____ Company's Legal Name
_____ Printed Name	_____ Address
_____ Title	_____ City, State & Zip Code
_____ Telephone Number	_____ FAX Number
_____ E-mail Address	_____ Date

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

_____ Contact Name	_____ E-mail Address
_____ Telephone Number	_____ FAX Number

SECTION 3: SPECIFICATIONS

3.1 SPECIFICATIONS/SCOPE OF WORK

Please indicate compliance or exception in each area. Fully detail any exceptions on a separate attachment.

1.	<u>General Requirements</u>	Indicate Compliance or Exception. Fully detail any exceptions.
A	Provide central station control monitoring service for each fire and security alarm system. Service schedule is 24 hours per day, 7 days per week, including all Holidays.	
B	Make notifications of alarm systems activation to the appropriate emergency response agency when actual alarms occur.	
C	Make notifications of alarm systems activation to City representatives based on a prioritized list provided by the City for each system location. These notifications should be made whenever an actual or trouble alarm is received.	
D	Notify City personnel if there are excessive signals.	
E	Provide a Daily Report for after hour activities via email and via the firm’s website to check daily hour activities as needed.	
F	Provide online/web based access to manage the accounts, passwords and history.	
G	The City reserves the right to add and/or delete alarms as needed. If alarms are added or deleted, the pricing will be negotiated with the Successful Proposer.	
H	Proposer shall have trained and proficient programmers or remote programming software to program the systems to the City specifications when required.	
I	Proposer shall employ the required programmer to program the systems to meet the City requirements.	
J	Proposer shall stock a supply of the specified control panels and peripheral devices so that emergency replacements will be available, if needed by the City.	
K	The Proposer 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.	
2.	<u>Requirements for Central Station</u>	Indicate Compliance or Exception. Fully detail any exceptions.
A	The Central Station shall be required to monitor digital transmissions and support access control systems from various locations in the City.	
B	The Central Station must be equipped with a direct communication link to the appropriate police and fire departments for transmission of alarm signals and other pertinent information.	

	C	The system shall be programmed to give all possible signals including: opening and closing reports with user identification codes; opening and closing reports from sub-controls or by area; trouble and restoral reports by zone or point; as well as system status of the fire panel. All reports shall be emailed to the City Representative.	
	D	The system must be capable of handling up to 200 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.	
3.		<u>Monitoring Signal</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	The intrusion control communicators will be programmed to give all possible signals, and shall be programmed for opening and closing, reports, alarms per zone, restorals per zone, trouble per zone, and low battery reports. These signals shall be identified at the Central Station in a correct format.	
	B	Successful Proposer shall provide a representative familiar with the systems to accompany a representative from the City when verifying the accuracy of all zone lists and system layout. This verification shall be made prior to any payment for services. The following are types of signals to be received, processed and recorded: <ul style="list-style-type: none"> • Open/Close (Intrusion) Alarm (Fire Alarm) • Alarm Per Zone (Intrusion) Trouble (Fire Alarm) (emailed not dispatched) • Zone Out (Intrusion) to Security & Maintenance) • Restorals Per Zone (Intrusion) • Trouble Per Zone (Intrusion) • Low Battery Report (Intrusion) 	
	C	Upon receiving the fire alarms signals from any City location the Successful Proposer will be required to immediately dispatch the Fire Department unless directed otherwise by City personnel.	
4.		<u>Requirements – Service and Repair on Equipment</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	Furnish all materials and equipment and perform all work necessary to install, test, make operational, and repair intrusion detection systems.	
	B	The intrusion detection systems shall use UL listed components.	
5.		<u>Contractor’s Employees</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	All personnel employed by the Successful Proposer shall be trained to perform all work in accordance with the industry standards and the specifications of this contract.	
	B	All employees of the Successful Proposer shall wear a uniform with company name and an identification badge.	
6.		<u>Repair Costs</u>	Indicate Compliance or Exception. Fully detail

			any exceptions.
	A	Repair costs shall be done on a time-and-material basis. The Successful Proposer shall repair broken/damaged equipment to good working order, consistent with safe and adequate service performance requirements of the Original Equipment Manufacturer.	
	B	All repairs shall be performed by qualified personnel with experience and training in the repair of Alarm Systems.	
	C	All defective or unserviceable worn parts shall be replaced with parts approved by the manufacturer for replacement and carrying the manufacturer's standard warranty. Note: The City reserves the right to request the worn parts for inspection purposes.	
7.		<u>Monitoring Locations</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	The Successful Proposer shall be fully responsible for providing the designated emergency services and/or other personnel required by the City.	
	B	The Successful Proposer shall have the ability to dispatch calls using listed names as directed by the City.	
	C	Response to intrusion signals shall be as directed by the City. Each zone shall be unique, and the instructions shall be capable of being easily modified when directed by the City. If a situation warrants assistance and is requested by the City, the monitoring company must have service in route within 60 minutes. Response to Fire alarms is a direct 911 fire call from the monitoring company.	
	D	An inspection of the Proposer facilities to confirm all of the above items may be required by the City representative prior to bid award. Refusal of this will be deemed as an admission that the monitoring company does not meet the bid specifications.	
	E	Costs for initial programming changes are to be included in the proposal.	
8.		<u>Monitoring Requirements</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	The systems shall be monitored twenty-four (24) hours a day, seven (7) days a week, with a Central Station using digital communication over the company switched network. All alarm circuits and telephone lines to the telephone company switching equipment shall be supervised for the detection of grounds, shorts or open circuit conditions. The Proposer's employees monitoring the system shall be bonded.	
	B	In the event that an upgrade in current monitoring equipment is required, or an additional location is added which requires monitoring, the Successful Proposer will work with the appropriate City staff to insure all new systems are operating properly.	
	C	The Successful Proposer shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the designated locations.	
	D	The Proposer 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.”	
	E	The Successful Proposer shall provide a toll free number for service related issues and alarm installation/disconnection should be provided at no charge to the City.	
9.		<u>Software Requirements</u>	Indicate Compliance or Exception. Fully detail any exceptions.
	A	The Successful Proposer shall maintain and support the hardware and software; providing updates as needed from time to time to the most current and stable version.	
	B	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.	
	C	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.	
	D	All installed equipment shall follow NEC, NFPA and local fire and building codes.	
	E	The Proposer shall pay all costs associated with any system enhancements, upgrades, or other changes that reasonably need to be performed on the Proposer’s computer system to meet the service requirements.	

SECTION 4: FEE SCHEDULE

Firms shall clearly identify any and all costs related to the program offered. Cost issues that are not clearly identified within this Fee Schedule shall not be considered.

REVISED ALARM MONITORING LOCATIONS (Amendment No. 4)

Location	Department	Alarm Type	Make/Model	Monthly Price	Annual Price
6546 Crystal Lane	Airport Administration	Fire	Radionics 8112		
2800 Melville Rd.	Airport Water Reclamation Facility	Fire	Silent Knight 5104		
6460 MacCurdy Drive	Hanger A	Fire	Firelite 5012		
6440 MacCurdy Drive	Hanger B	Fire	Firelite 5012		
6420 MacCurdy Drive	Hanger C	Fire	Firelite 5012		
6551 Janine Drive	Hanger D	Fire	Firelite 5012		
2351 Ruger Road	Hanger F	Fire	Firelite 5024		
2371 Ruger Road	Hanger G	Fire	Firelite 5024		
2381 Ruger Road	Hanger H	Fire	Firelite 5024		
2391 Ruger Road	Hanger I	Fire	Firelite MS5UD		
2401 Ruger Road	Hanger J	Fire	Firelite 5024		
2355 Ruger Road	Hanger K	Fire	VS-1		
2365 Ruger Road	Hanger L	Fire	Firelite 5024		
2375 Ruger Road	Hanger M	Fire	Firelite 5024		
2385 Ruger Road	Hanger N	Fire	Firelite 5024		
2395 Ruger Road	Hanger O	Fire	Firelite 5024		
2405 Ruger Road	Hanger P	Fire	Firelite 5024		

Location	Department	Alarm Type	Make/Model	Monthly Price	Annual Price
432 N. Virginia Street	Fleet Maintenance	Fire	Firelite MS5UD		
440 N. Mount Vernon	Warehouse	Fire	Vista 32FB		
446 N. Mount Vernon	Warehouse	Fire	Firelite 5024		
1989 Clubhouse Drive	Centennial Center	Fire	Firelite 5210		
824 E. Gurley Street	Armory	Fire	Radionics 8112		
215 E. Goodwin Street	Library	Ring Down	Elevator		
215 E. Goodwin Street	Library	Fire	Firelite 9200		
1 Perkins Drive	Antelope Hills	Fire	Firelite 5024		
1280 Rosser	Adult Center	Fire	Firelite 9600		
1505 Sundog Ranch Rd	Wastewater	Fire	Firelite MS5UD		
222 S. Marina Street	Police Administration	Fire	Radionics 2071		
430 N. Virginia Street	PPD SWAT Bldg	Intrusion	DMP XT30		
831 Rodeo Drive, Bldg. F	Police Property/Evidence	Intrusion	Vista 20P		
201 S. Cortez Street	City Hall Counsel	Intrusion	Firelite 5024		
440 N. Mt. Vernon	City Clerk Document Storage	Fire	Vista 32FB		
135 S. Granite Street	Granite Garage	Fire	VS-1		
530 N. 6th Street	Station 51	Fire	Radionics 7212		
333 White Spar Road	Station 71	Fire	Firelite 5024		
215 N. McCormick	Future Fire Admin	Intrusion	Lynx		
315 Lee Blvd	Station 75	Fire	Firelite MS5UD		
2900 Sundog Ranch Rd.	Fire Training	Intrusion			
840 Rodeo Drive	Barn A	Fire	Vista 10P		
840 Rodeo Drive	Grounds Mackin Blvd	Fire	Vista 15P		
5930 Wilkinson Drive	Golf Maintenance	Fire	Firelite MS5UD		
1320 Commerce Drive	Pioneer Park Maint Bldg	Fire	Firelite 5024		
824 E. Gurley Street	Recreation Srvs - Armory	Panic	Vista 10P		
1485 Sundog Ranch Road	Water Warehouse	Fire	Firelite MS5UD		
201 S. Street	IT	Fire	Vista 128 BP		
2800 Sundog Ranch Road	Transfer Station	Intrusion	DSC 9047		
2800 Sundog Ranch Road	Transfer Station	Fire	5110 XM		
215 E. Goodwin Street	Library	Intrusion	Gemini 9600		
125 N. Arizona Avenue	Recreation Admin	Intrusion	Vista 20P		
221 S. Cortez	Legal	Fire	Firelite MS 5024		
433 N. Virginia Street	Public Works	Intrusion	Vista 20P		
433 N. Virginia Street	Public Works	Fire	VS-1		
430 N. Virginia Street	Engineering	Intrusion	Vista 20P		
430 N. Virginia Street	Engineering	Fire	Firelite MS 5024		
1481 Sundog Ranch Rd.	Water Dept.	Intrusion	Vista 20P		
1481 Sundog Ranch Rd.	Water Dept.-back	Intrusion	Vista 20P		
1980 Clubhouse Dr.	Fire Station # 73	Fire	VS-1		

Location	Department	Alarm Type	Make/Model	Monthly Price	Annual Price
840 Rodeo Dr.-Bldg. B	Mackin Bldg.	Water Bug	Vista 15P		
434 N. Virginia	Document Storage	Fire	Firelite MS5UD		
222 S. Marina	Police Dept.	Panic	DSC 5010		
1700 Iron Springs	Fire Admin	Fire	Firelite MS5UD		
221 S. Cortez	Legal	Panic	Firelite MS5024		
216 S. Cortez	911 Call Station	Fire	Firelite MS5UD		
1700 Iron Springs	Fire Station 51	Panic	Lynx Plus		

Annual Total _____

Fire Suppression Inspection*

Description	Per unit/assembly	Bi-Annual	Annual
Fire extinguisher inspection			
Wet sprinkler system inspection			
Dry sprinkler system inspection			
Backflow assembly testing inspection			
Fire alarm inspection			
Control panel inspection			
Kitchen hood system inspection			

***Please detail how each service and/or inspection will be performed and certified.**

Hourly cost for repair or maintenance services, normal work day (8:00 a.m. to 5:00 p.m. excluding weekends & holidays). \$ _____

Hourly cost for emergency repair or maintenance services, off hours (nights and holidays). \$ _____

Equipment Repair Parts - Percentage discount offered from current manufacturer's list price _____%

List Any Other Associated Fees

SECTION 5: BID COMPLIANCE

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

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

Addendum	Issue Date
_____	_____
_____	_____

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 Bidder’s bid consists of the following:
 1. Compliance/Authorization-Section 2
 2. Specifications Sheet-Section 3
 3. Fee Schedule-Section 4
 4. Bid Compliance/Addendum-Section 5
 5. References-Section 6
4. That the bid is valid for 120 days.

Dated this _____ day of _____ 2016.

Signature

Title

SECTION 6: REFERENCES

Proposer's Name _____

References – The City will enter into an agreement only with a Proposer(s) having a reputation of satisfactory performance. The Proposer's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; and invoicing consistent with contract pricing, etc., are important to the City. Proposer must provide information for three clients, other than the City of Prescott, that presently contract with Proposer for similar goods or services as follows:

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

Reference #1

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Cost/Description of Services: _____

Reference #2

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Cost/Description of Services: _____

Reference #3

Firm Name: _____
Address: _____
Contact Person: _____
Phone Number: _____
Cost/Description of Services: _____

Note: Bid evaluators may contact the customer references, as well as any other customers or customer employees including the City of Prescott. A Proposer with unsatisfactory references may have its bid rejected.

SECTION 7: TERMS AND CONDITIONS

5.1 **Entire Agreement:**

This Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Supplier. The City's Specifications, all addenda to the Specifications and the Service Provider's response to the Specifications are explicitly included in this Contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's Specifications; the Service Provider's response to the Specifications.

5.2 **Term:**

The initial term of the contract shall be for a period of three (3) years. The contract may be extended for two additional years for a total of five (5) years, with the mutual consent of the City of Prescott and Service Provider.

The City may administratively extend the Contract pursuant to this paragraph without additional City Council approval. Price changes for succeeding years shall be adjusted in accordance with the Consumer Price Index (CPI) for All Urban Consumers, not to exceed upwards or downwards of three (3) percent.

5.3 **Freight:**

Prices include freight prepaid and allowed. The Service Provider assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

5.4 **Title:**

Prices are F.O.B. destination. Title to items and risk of loss remain with Service Provider until City receives items at the delivery point.

5.5 **Overages:**

Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Service Provider's expense.

5.6 **Schedule:**

Unless a change in schedule is requested, the Service Provider shall deliver the items or render the services as stated in the Contract. At the City's option, the Service Provider's failure to timely deliver or perform may require expedited shipping at the Service Provider's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Service Provider's expense. If the Service Provider anticipates difficulty in meeting the schedule, the Service Provider shall promptly notify of such difficulty and the length of the anticipated delay.

5.7 **Payment:**

Invoices will be paid within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

5.8 **Unlawful Overcharges:**

The Service Provider assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

5.9 **Price Warranty:**

The Service Provider warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Service Provider warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

5.10 **Date Warranty:**

Service Provider warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by City that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Service Provider by the City and such problem remains unresolved after three (3) calendar days, at City's discretion, Service Provider shall send, at Service Provider's sole expense, at least one (1) qualified and knowledgeable representative to the City's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on City's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Service Provider shall indemnify and hold harmless the City from and against any and all harm, injury, damages, costs, and expenses incurred by Service Provider arising out of said breach.

5.11 **Equal Employment Opportunity:**

During the term of this Contract, the Service Provider agrees as follows: The Service Provider will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.12 **Diversity:**

The City encourages the Service Provider to employ a workforce reflective of the region's diversity.

5.13 **Discrimination in Contracting:**

The Service Provider shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Service Provider shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

5.14 **Record-Keeping:**

The Service Provider shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Service Provider's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Service Provider shall also maintain all written quotes, bids, estimates, or proposals submitted to the Service Provider by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Service Provider shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

- 5.15 **Publicity:**
The Service Provider shall not advertise or publish the fact that the City has contracted to purchase items from the Service Provider without the City's prior written approval.
- 5.16 **Proprietary and Confidential Information:**
The Service Provider acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Service Provider, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Service Provider in the event that the City must disclose these materials as required by law.
- 5.17 **Indemnification:**
Required pursuant to Service Provider Agreement Language.
- 5.18 **Insurance:**
Required pursuant to Service Provider Agreement Language.
- 5.19 **Compliance with Law:**
The Service Provider, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 5.20 **Licenses and Similar Authorizations:**
The Service Provider, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 5.21 **Taxes:**
The Service Provider shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Service Provider's interest in this Contract.
- 5.22 **Americans with Disabilities Act:**
The Service Provider shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Service Provider is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Service Provider shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 5.23 **Adjustments:**
The City, at any time may make reasonable changes in the place of delivery, replacement or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Service Provider may accommodate without substantial additional expense to the City.
- 5.24 **Amendments:**
Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Service Provider is otherwise notified, the City's Facilities Manager shall be the City's authorized agent.
- 5.25 **Assignment:**

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Service Provider may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

5.26 **Binding Effect:**

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

5.27 **Waiver:**

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

5.28 **Applicable Law:**

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

5.29 **Remedies Cumulative:**

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

5.30 **Severability:**

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

5.31 **Gratuities:**

The City may, by written notice to the Service Provider, terminate Service Provider's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Service Provider or any agent thereof to any City official, officer or employee.

5.32 **Termination:**

5.32.1 **For Cause:**

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

Notice of Cancellation: This Agreement may be terminated upon ten (10) days written notice, with or without cause or upon completion of services. If terminated, the Service Provider shall be paid for authorized services satisfactorily performed to the date of the Service Provider's receipt of such termination notice.

5.32.2 **For Reasons Beyond Reasonable Control of a Party:**

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

5.32.3 **For Public Convenience:**

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Service Provider shall be paid for all items accepted by the City.

5.32.4 **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

5.32.5 **Major Emergencies or Disasters:**

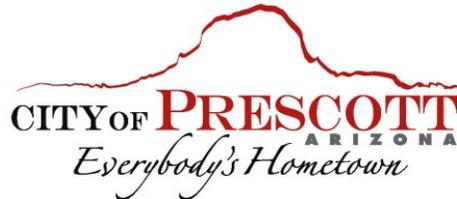
The City is committed to preparing thoroughly for any major emergency or disaster situation. The following provision shall be in effect during major emergencies or disasters:

The Service Provider, in support of public services, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. Service Provider shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Service Provider is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Service Provider, the Service Provider shall make such delivery as soon as practicable. If the Service Provider is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Service Provider shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Service Provider is unable to provide such goods and/or services as requested by the City, the Service Provider may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Service Provider has obtained prior approval from the City for such substitution. The Service Provider shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Service Provider incurring unavoidable additional costs and causes the Service Provider to increase prices in order to obtain a fair rate of return, the Service Provider shall provide the City with appropriate documentation of the additional costs. The Service Provider acknowledges that the City is procuring such goods and/or services for the benefit of the public. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

5.32.6 **Award:**

The City shall consider awarding agreements only to responsible Proposers. Responsible Proposers are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Proposer in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Proposer. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Proposer with the City or with other agencies, references provided by the Proposer to the City, information provided by the Proposer as part of the solicitation responses, and information not specifically provided by the Proposer but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Proposer if any owner of such Proposer has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Proposer has unsatisfied tax, disbarment or judgment liens. The City has the right to a probation period for the contractor if it deems necessary.

APPENDIX A – SAMPLE SERVICE AGREEMENT



Service Provider 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 Proposals (hereinafter referred to as “RFP”) in accordance with State Law; and

WHEREAS, ** (hereinafter referred to as “Service Provider”), has expertise in Alarm Monitoring and Fire Suppression Services.

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 Service Provider shall provide the services to the City in relation to Alarm Monitoring and Fire Suppression Services as indicated in the Request for Proposal and Scope of Work, and Fee Schedule as requested by the City of Prescott Field and Facilities Services Director.
2. In addition to those services identified in Paragraph 1 above, the Service Provider 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 Service Provider 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 Service Provider’s project schedule (to be determined)
5. The term of this Agreement shall be _____ to _____.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) day written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Service Provider shall be paid for authorized services satisfactorily performed to the date of the Service Provider’s receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the RFP and proposal 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 Service Provider 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:

Field and Facilities Services Director	**
City of Prescott	**
2800 Sundog Ranch Rd.	**
Prescott, AZ 86301	

10. It is expressly agreed and understood by and between the parties that the Service Provider is an independent Contractor, and, as such, Service Provider 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, Service Provider 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, Service Provider 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 Service Provider unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Service Provider a total sum of **dollars and no cents (\$.00) for all services specified in Sections 1 and 2 of this Agreement, and as specified in the RFP.
- (B) The foregoing sum includes payment for any and all services to be rendered Service Provider or sub-contractors, which the Service Provider may employ for this Contract. It is expressly agreed by and between the parties that the Service Provider is solely responsible for any and all payment to such any other Service Provider or sub-contractors retained by the Service Provider.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Service Provider 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 Service Provider shall charge and City shall pay Service Provider in accordance with the RFP.
- (D) Prior to the final payment to the Service Provider, 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 Service Provider, and shall apply to those monies to the appropriate accounts. Service Provider shall provide to the City any information necessary to determine the total amount(s) due.
- (E) The Service Provider shall bill the City monthly for the fee due the Service Provider, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider 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 Service Provider'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 Service Provider 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 Service Provider has or may have against the City, its agents or employees, arising out of or in any way connected with the Service Provider'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 Field and Facilities Services Director. 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 Field and Facilities Services Director 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 Field and Facilities Services Director 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 Field and Facilities Services Director 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 Field and Facilities Services Director, which shall be written so as to indicate acceptance on the part of the Service Provider 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 Service Provider to proceed with the items in question to be reimbursed pursuant to the unit prices in the Service Provider fee proposal.

(F) If the Service Provider claims that any instructions involve extra cost under this Contract, it shall give the Field and Facilities Services Director 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 Service Provider shall do such extra work therefore upon receipt of an accepted Contract Amendment or other written order of the Field and Facilities Services Director and in the absence of such Contract Amendment or other written order of the Field and Facilities Services Director, the Service Provider shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Field and Facilities Services Director to proceed with the work. All Contract Amendments must be approved by the Field and Facilities Services Director. Contract Amendments over \$10,000.00 must be approved by City Council.

23. (A) The Service Provider 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 Service Provider.”

2) 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

(B) City and Service Provider 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 Service Provider 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: Service Provider 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 Service Provider, 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 Service Provider 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

Service Provider 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 Service Provider 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 Service Provider or Sub-contractors employee who works on this Contract to ensure that the Service Provider or Sub-contractor is complying with the Professional Immigration Warranty. Service Provider 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 Service Provider and any of sub-contractors to ensure compliance with Service Provider’s Immigration Warranty. Service Provider agrees to assist the City in regard to any random verification performed.

Neither the Service Provider nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Service Provider 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 Service Provider 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 Service Provider or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- 26. Service Provider 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 Service Provider.
- 28. In the event of a discrepancy this Agreement and the RFP shall preside.
- 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 _____, 2016.

City of Prescott, a municipal corporation

SERVICE PROVIDER

Harry B. Oberg, Mayor

**

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

Dana R. DeLong, City Clerk

Jon M. Paladini, City Attorney