



REQUEST FOR PROPOSAL NO. GS-2019-0023

City of Globe IT Modernization Project

BID DUE DATE: MONDAY, JUNE 18, 2019
BID DUE TIME: 2:00 P.M. MST

CITY OF GLOBE
150 N. Pine Street
Globe, AZ 85501
(928) 425-7146

LEGAL

**NOTICE OF INVITATION FOR REQUEST FOR PROPOSAL
NO. GS-2019-0023
City IT Modernization Project
GLOBE, AZ**

Sealed proposals will be received by the City of Globe, in the **City Hall Conference Room, 150 N. Pine St., Globe, AZ 85501**, until **2:00 P.M. (AZ Time), June 18, 2019** for the **City IT Modernization Project**. **No proposals will be accepted after 2:00 P.M. on June 18, 2019. The Proposal will be publicly opened and read aloud at 2:00 P.M., Arizona time, at the location and date listed above.**

All Proposals shall be made on the Request for Proposal forms included in the Contract Documents and shall include all applicable taxes.

Specifications and Contract documents are available and may be obtained from the City of Globe City Hall, at 150 N. Pine St., Globe, AZ, 928-425-7146. Please call ahead to order a copy of the documents. Documents may also be downloaded at the City of Globe website by going to the following link: <http://www.globeaz.gov/business/bid-on-new-contracts>

Each Proposal submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**City IT Modernization Project, GLOBE, ARIZONA RFP NO. GS-2019-0023**". All sealed Proposals shall be mailed or delivered to the **City of Globe Clerk, Shelly Salazar, 150 N. Pine St., Globe, AZ 85501**. The City of Globe will not be responsible for proposals submitted that are not marked appropriately or sent to the wrong address.

Contractors are invited to be present at the opening of proposals, but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The City of Globe reserves the right to reject any or all proposals, or to accept any proposals, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of the City of Globe.

Publish Dates: Wednesday, May 15, 2019 & Wednesday, May 22, 2019

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SCOPE OF WORK AND SPECIFICATIONS

The City of Globe is implementing a plan to modernize its existing server and network infrastructure. We are seeking a single entity to install, configure, and maintain a new server architecture, migrate existing servers to the new host. In addition, various City sites will have new network hardware installed and configured. Sites will be connected to new datacenter (located at the Globe Police Department) by SDWAN, VPN tunnel, or similar architecture. The same entity will support the new hardware and architecture and provide technical support to the City IT Manager.

Discovery	<ul style="list-style-type: none"> • Verify existing hardware • Review existing server and network device functions • Review applications for migration • Review shared resources between sites • Review findings with staff
Server Implementation	<ul style="list-style-type: none"> • Server Hardware (Dell) <ul style="list-style-type: none"> • Install and verify server hardware • Update firmware as applicable • Hardware installation <ul style="list-style-type: none"> • Install new rack / cabinet • Install hardware in rack • Virtual Server Configuration (Microsoft Hyper-V) <ul style="list-style-type: none"> • Create and configure Domain Controllers for Police Department (PD) and City Hall (CH) - Windows Server 2019 virtual servers (will downgrade installation to 2016) • Create and configure File / Application / Print servers for PD and City Hall (Windows Server 2019 virtual servers (will downgrade installation to 2016)) • Create and configure Caselle financial server for CH (Windows Server 2019 virtual servers (will downgrade installation to 2016)with SQL Server 2016) • Server Decommission <ul style="list-style-type: none"> • Demote existing Domain Controllers • After validation of new DCs, remove old DCs from domain • After validation of new Caselle server, old server to be stored on-prem for disaster recovery
Network Implementation	<ul style="list-style-type: none"> • Firewall implementation, at each location: <ul style="list-style-type: none"> • Update firmware as applicable • Review configuration of existing firewall • Install and configure firewall / router • Configure any advanced features <ul style="list-style-type: none"> ▪ Gateway antivirus ▪ Content filtering ▪ Spyware protection ▪ Intrusion prevention • Verify functionality of features • Configure site-to-site VPN / SDWAN from site to PD • Switch implementation, at each location <ul style="list-style-type: none"> • Update firmware as applicable

	<ul style="list-style-type: none"> • Install switches in rack / wall mount • Configure management IP address(es) • Migrate existing connections to new switch • Decommission old hardware
Documentation	<ul style="list-style-type: none"> • Project overview checklist • Server functionality • Network diagram • Licensing information • Update (create) Runbook
Managed Services provided (ongoing contract)	<ul style="list-style-type: none"> • Server support • NAS • Switch maintenance • Routers / firewalls • Access Points • Sysadmin support • Server and data backup • Enterprise antivirus • Vendor management (ISP, Microsoft licensing, Caselle, hardware licensing) • Office365 (Assume Management and Licensing)
Service Level Requirements	<ul style="list-style-type: none"> • 99.9% uptime for network and server • Response times <ul style="list-style-type: none"> ○ Outage incident <ul style="list-style-type: none"> ▪ Response: 1 hour ▪ Start of work: 4 hours ▪ Resolution: 1 week ○ Non-outage incident <ul style="list-style-type: none"> ▪ Emergency: 1 hour Multiple users unable to work ▪ Urgent: 4 hours 1 user unable to work, or all users greatly inconvenienced ▪ High: 24 hours 1 user unable to perform a single function or experiencing inconvenience ▪ Normal: 72 hours general questions, inquiry, or problem

HARDWARE SPECIFICATIONS

- Server
 - Must be capable of running (at minimum) five Server 2019 virtual servers, one of which will be running SQL Server 2016
 - Microsoft Hyper-V licensing
 - Licensing for 5 minimum Server 2019 virtual servers (will downgrade installation to 2016)
 - SQL Server 2017 installation w/ 10 user CALs
 - NAS or other storage architecture
 - Backup software strategy (cloud capable daily backup software)
 - UPS, rack mountable

- Police Dept
 - Router / firewall / security gateway device
 - 48 port POE switch
 - 16 port POE switch
 - 3 x Wireless Access Point

- City Hall
 - Router / firewall / security gateway device (City Hall may be connected to datacenter by wireless P2P or fiber connection (listed below). This may negate the need for this device at this site.)
 - 48 port POE switch
 - 3 x Wireless Access Point

- Police Substation
 - Router / firewall / security gateway device
 - 8 port POE switch
 - 1 x Wireless Access Point

- Public Works
 - Router / firewall / security gateway device
 - 24 port POE switch
 - 1 x Wireless Access Point

- City Museum
 - Router / firewall / security gateway device
 - 8 port POE switch
 - 1 x Wireless Access Point

- Evidence Building
 - Router / firewall / security gateway device
 - 8 port POE switch
 - 1 x Wireless Access Point

- Wastewater Treatment
 - Router / firewall / security gateway device
 - 8 port POE switch
 - 1 x Wireless Access Point

- City Hall to PD bridge
 - Wireless bridge to connect City Hall to Police Dept network
 - Recommendation for other technology to connect these sites will be considered

Hardware totals:

Router / Firewall	6
Wireless AP	11
48 port POE switch	2
24 port POE switch	1
16 port POE switch	1
8 port POE switch	4
Wireless P2P bridge	1

INSTRUCTIONS TO SUBMITTERS

1. PREPARATION OF Submittal:
 - a. Telegraphic (facsimile), electronic mail or Mailgram submittals will not be considered.
 - b. The RFP shall be submitted hard copy with an original ink signature by a person authorized to sign the submittal.
 - c. Erasures, interlineations, or other modifications in the RFP shall be initialed in original ink by the authorized person signing the RFP.
 - d. Periods of time, stated as number of days, shall be calendar days.
 - e. It is the responsibility of all Submitters to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting the RFP. Negligence in preparing the RFP confers no right of withdrawal after RFP due date and time.

2. INQUIRIES: All question related to the *Request for Proposal* shall be directed via e-mail to bids@globeaz.gov by May 29, 2019, 4:00 P.M. (AZ Time). Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. However, the Submitter shall not place the *Request for Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed submittal and may not be opened until after the official *Request for Proposal* due date and time. All questions will be answered on June 5, 2019 through an Addendum.

3. PRE-BID MEETING: None

4. SUBMITTAL FORMAT: *A total of one (1) unbound original document (labeled original) and three (3) copies of the submittal shall be submitted in the format indicated in the RFP Format and Requirement section of the RFP.*

5. **DUE DATE AND TIME:** Submitters must submit sealed RFP's to the City Clerk by the date & time, at the address or physical location listed on the Introduction/Submittal Sheet. Late submittals will not be accepted.
6. **SUBMITTAL OPENING:** RFP's shall be opened following the time and at the place designated on the cover page of this document. The name of each Submitter and the identity of the Request for Proposal for which the RFP was submitted shall be publicly read and recorded in the presence of a witness. Submittals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. After award of the RFP, all submittals, excluding proprietary information, and the evaluation documentation shall be open for public inspection. If a Submitter believes any submitted information is proprietary, the Submitter shall notify the City. To the extent allowed by law, the City will attempt to protect the disclosure of such information and the expense of the Submitter of such information.
7. **WITHDRAWAL OF SUBMITTAL:** At any time prior to the specified RFP due date and time, a Submitter (or designated representative) may withdraw the RFP. Telegraphic (facsimile), electronic mail or Mailgram submittal withdrawals will not be considered.
8. **ADDENDUM OF RFP:** Receipt of an RFP Addendum shall be acknowledged on Exhibit "A" ("Proposal Form") of this RFP and by signing and returning the addendum with the submission of the RFP.
9. **DISCUSSIONS AND INTERVIEWS:** After the receipt of submittals, discussions may be conducted with Submitters who submit RFP's determined to be reasonably susceptible of being selected for award. The City may, but shall not be required, to conduct personal interviews or require presentation of any RFP's. The City will not be liable for any costs incurred by the Submitter in connection with such interview/presentations or for any other costs associated with responding to this RFP.

REJECTION OF PROPOSALS

The City of Globe reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. The City of Globe may or may not waive an immaterial deviation or defect in a proposal. The City of Globe's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

SUBMISSION REQUIREMENTS

To be considered responsive, proposals meeting the minimum mandatory requirements above must contain the following:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in Arizona.
3. The organization name, contact name, physical street address, email address and telephone number of three project references where you have completed implementation of a similar system design for clients, one of which is a public sector, in the past three (3) years.
4. One paragraph stating the qualifications, background and experience of the project director and other key staff proposed to work on the project.
5. A general description of the technique approaches and methods to be used in completing the project.
6. A description of the chronology for completing the work, including a time line and deadlines for each task.
7. A detailed cost proposal, including any travel costs, taxes, and other expenses. NOTE: Bidders must submit an Itemized Cost Proposal by the due date specified on page one. As the City of Globe may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The City of Globe reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
8. A written acknowledgement of the acceptance of the Contracting Requirements set forth in this RFP. Specific terms may be reserved for future negotiation but must be clearly identified and reasons given for the reservation.
9. Each Bidder by making his bid represents that he has carefully examined and understands the RFP documents; that he has familiarized himself with the local conditions and limitations under which the work is to be performed and that he has included a sum in his bid to cover the cost of all items included in the RFP documents.
10. If during the course of his bid preparation the bidder finds discrepancies between the actual conditions and plans/contract documents the bidder shall request to the City of Globe additional

information and clarification before submitting his proposal.

11. Should a bidder find discrepancies, inconsistencies, obscurities or omissions from the Proposal Documents he shall at once notify the Finance Director, Jeannie Sgroi, bids@globeaz.gov, who may issue a written addendum clarifying the intent of the Documents. Owner will not be responsible for oral instruction or information.

12. Prior to the receipt of proposals, Addenda will be emailed, faxed or delivered to each person or firm recorded by the City of Globe as having received the RFP documents. Addenda will also be available for inspection on the City website by clicking on <http://www.globeaz.gov/business/bid-on-new-contracts> .

13. All Addenda issued during the time of submission of a proposal are to be included in the proposal and acknowledge receipt of on Exhibit "A".

14. It is required that one original (1) and two copies (3 total) with original signatures on all required RFP documents be submitted.

EXHIBIT "A" PROPOSAL

To the City of Globe: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below submits on its behalf to the City an RFP that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City, referred to hereafter as the "Request for Proposal" or "RFP." Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

Submitter Information	
Company Name:	
Address:	
City, State, ZIP:	
License Number:	
Federal EIN:	
Contact Name:	
Email Address:	
Phone Number:	

Addendum Acknowledgment	
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
<input type="checkbox"/> NONE	

Authorized Signature

Date

Printed Name

Title

Exhibit "B"

PROPOSAL PRICE SHEET

Initial Hardware, Installation, and Configuration					
Item Number	Description	Unit	Quantity	Unit Price	Extended Price
1	Hardware (Server)	LS	1		
2	Software (Server)	LS	1		
3	Labor Cost (Server)	LS	1		
4	Monthly Management Service Fee (Server per month)	Month	36		
5	Exchange Online (Plan 1) (Client Accounts)	User	50		
6	Office 365 Business Premium (Client Accounts)	User	40		
7	Exchange Online Archiving (Client Accounts)	User	90		
Sales Tax					\$
Total Proposal (Including Sales Tax)					\$

 Authorized Signature

 Date

 Printed Name

 Title

EXHIBIT "C"

QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide all information requested as part of the Submission Requirements. Note at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Bid Schedule, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - e. List the specific qualifications the Contractor has in supplying the specified services.
- City of Globe reserves the right to request additional information.

EXHIBIT "D" REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of three (3) references for projects of similar size and scope as this Request for Proposals during the past three (3) years, in Arizona.

- 1. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

- 2. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

- 3. **Company:** _____
 Contact: _____
 Phone: _____
 Address: _____

Name of Business

Signature of Authorized Representative

EXHIBIT "E"
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

_____)
(Name of Individual)

being first duly sworn, deposes and says:

That he/she is _____)
(Title)

of _____) and
(Name of Business)

That he/she is bidding on the **City IT Modernization Project**, and,

That neither he/she nor anyone associated with the said _____)

_____)
(Name of Business)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

(Name of Business)

(By)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2019.

My Commission expires: _____

Notary Public _____



CONTRACT NO. GS-2019-0023
IT Modernization Project
CITY OF GLOBE
GOODS AND SERVICES AGREEMENT

This GOODS AND SERVICES CONTRACT ("**Contract**"), is made and entered into as of _____, 2019, by and between the City of Globe, a municipal corporation of the State of Arizona ("**City**"), and _____ ("**Contractor**").

RECITALS

WHEREAS, the City desires to contract for **City of Globe IT Modernization Project** as specified in ("**Scope of Work and Specifications**"); and

WHEREAS, Contractor is duly qualified to perform the requested services; and

WHEREAS, Contractor has agreed to provide the services and/or products as set forth in Attachment "A" to Contract No. 2019-0023, and per attached hereto and incorporated herein;

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

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor shall act under the authority and approval of the Contract Administrator for the City, further named herein, to provide the services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services and/or products as set forth in Exhibit "A" and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the City under the direction of the City Manager or his designee.

All work performed by the Contractor shall be completed to local codes and regulation per the City of Globe, Gila County and the State of Arizona.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the City Manager or his designee to determine acceptable completion.

1.2.2. The City shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be, and remain, the property of the City, and are to be delivered to the City Manager before final payment is made to the Contractor.

1.2.4 To the extent that the terms and conditions of this Contract conflict with the Terms and Conditions of Exhibit "A", the terms and conditions of this Contract will prevail and govern the contractual relationship between the parties.

2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice, as approved by the City Manager or his designee, for a total contract amount not to exceed a contract price of \$_____ for the production of the deliverables as spelled out in Attachment "A" to Contract No. 2019-0023.

2.2 Payment Approval. Amount set forth in Section 2.1 represents the entire amount payable under this Contract and shall be paid upon the submission of monthly invoices to, and upon approval by, the City.

2.3 Term. The contract commences on the date it is signed by the Mayor, or his designee, and remains in effect for a period of three (3) years from that date, with an option to renew for two additional three (3) year terms, upon agreement of both parties.

3.0 TERMINATION

3.1 Termination

3.1.1 Termination for Cause: The City reserves the right to terminate the Contract, in whole or in part, at any time for cause, as determined by the City, without penalty or recourse. Upon written notice, the Contractor shall stop all work as directed in the notice. If the Contract is terminated, the City shall be liable only for the services rendered under this Contract and accepted material received by the City before the effective date of termination.

City may terminate this Contract with seven (7) days' prior written notice for cause, in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices, or terms and conditions of this Contract. Unsatisfactory performance as judged by industry standards and customary practices, and failure to provide City, upon request, with adequate assurances of future performance, shall all be causes allowing City to terminate this Contract for cause. In the event of termination for cause, Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

3.1.2 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

3.1.3 Termination without Cause. The City or Contractor without penalty or recourse may cancel this Contract with sixty (60) days written notice. Upon written notice, the Contractor shall stop all work as directed in the notice. If the Contract is terminated, the City shall be liable only for the services rendered under this Contract and accepted material received by the City before the effective date of termination.

3.2 Non-Appropriations Clause. Contractor acknowledges that the City is a governmental entity, and the Contract validity is based upon the availability of public funding under the City's authority. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Contract, then this Contract shall automatically expire, without penalty to the City after written notice to Contractor of the unavailability and non-appropriation of public funds; provided, however that the City shall remain liable for the services rendered by Contractor under this Contract and accepted material received by the City before the effective date of termination.

It is expressly agreed that the City shall only activate this non-appropriations provision as an emergency fiscal measure. The City shall not activate this non-appropriations provision for its convenience, to circumvent the requirements of this Contract, or to enable the City to contract with another Contractor for the same supplies or services covered under this Contract.

4.0 GENERAL TERMS

4.1 Entire Contract. This Contract, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services and goods or products specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal dispute arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this referenced as though they were specifically listed herein.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required to perform work and deliver materials required under this Contract.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services and goods or products covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Purchasing Director and Contract Administrator.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the City shall be the City Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as electronic copy), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this article by insertion of the requirements hereof in a written contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the monthly billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of City's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The services and goods or products Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services and goods or products each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.10.3 Contractor warrants that he has obtained, or will obtain, Worker's Compensation Insurance for his employees working on this Contract and that any subcontractors (if permitted) shall likewise obtain Worker's Compensation Insurance for their employees working on this contract. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the City.

4.11 Conflict of Interest. Pursuant to A.R.S. §38-511-The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time.

4.12 Compliance with Federal and State Laws.

4.12.1 The 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.

4.12.2 Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its 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**").

4.12.3 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.

4.12.4 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.

4.12.5 The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

4.12.6 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 the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

4.12.7 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 or goods or products 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.

4.12.8 The provisions of this Section 4.12 must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services or goods or products under this Contract or any subcontract.

4.13 Israel Boycott Certification. Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by City up to and including termination of this Contract.

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

In the case of Contractor:

In the case of City: City of Globe
 150 N. Pine St.
 Globe, AZ 85501
 Attn: City Manager

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

4.15 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.16 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.17 Advertising. No advertising or publicity concerning the City using the Contractor's services or goods or products shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services or goods or products provided herein is complete, whichever occurs later.

4.18 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.19 Captions. The captions used in this Contract are solely for the convenience of the parties, and do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.20 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.21 Indemnification.

4.21.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, save, and hold harmless City of Globe, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services or goods or products provided in the performance of this Contract, including but not limited to, any

Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

4.21.2 In the event the subject action alleges negligence on the part of the Contractor and/or the City, or any third parties not under contract with the Contractor, Contractor's obligations regarding the City's defense under this paragraph include only the reimbursement of the City's reasonable defense costs incurred to the extent of the Contractor's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-consultants, that impact project completion and/or success.

4.21.3 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.22 Changes in the Work.

4.22.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.22.2 The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders shall be submitted to City for approval within ten (10) days of occurrence and are subject to prior written approval by the City.

4.22.3 Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

3.23 Time of Completion. The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

4.24 Co-op Use of Contract. In addition to the City of Globe, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities may be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.25 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.25.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.25.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the “**neutral**”), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.25.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure (“**ADR**”) by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.25.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.26 City-Provided Information and Services. The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services or goods or products; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services or provision of goods or products hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services or provision of goods or products under this Agreement.

4.27 Access. The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services or provide goods or products hereunder.

4.28 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

5.0 INSURANCE. The Contractor shall procure and maintain, at Contractor's sole expense the following:

5.1 Commercial General Liability Insurance Policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate against claims for bodily injury, death and property damage and names the City of Globe, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the consulting services as provided herein.

5.2 Workers' Compensation coverage. Coverage includes Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

5.3. Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident (if Contractor performance hereunder requires driving for the City of Globe other than the commute to and from City facilities).

5.4 The Contractor shall keep said policies in force for the duration of the Contract and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Contract and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage.

5.5 All carriers shall be approved to write insurance in the State of Arizona and possess a rating of not less than B= VI or better A.M. Best rating.

5.6 Within ten (10) days of the execution of this Contract, Contractor shall furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Contract.

5.7 Contractor shall furnish to the City of Globe any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Contract).

5.8 The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the City of Globe that insurance requirements have been met.

5.9 The failure of Contractor to obtain Certificates or other insurance evidence from other contractors shall not be deemed a waiver by the City of Globe of any obligation hereunder.

5.10 The Contractor's liability under this Contract is not in any way limited by the insurance required by this Contract.

5.11 The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Globe. Contractor shall be solely responsible for any such deductible or self-insured retention amount. City of Globe, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

6.0 WARRANTY

6.1 Warranty. Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct, or seek replacement as part of any manufactures warrantee, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the City and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the City and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

6.2 Corrective Actions. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the City in doing so. Contractor recognizes that City’s requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for those costs, delays, or other damages which City has incurred.

7.0 SEVERABILITY AND AUTHORITY

7.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

In return for the performance of the contract by the contractor, Contractor shall be paid an amount not to exceed \$ _____ for completion of projects as outlined in the Scope of Services – Attachment “A” to Contract No. 2019-0023.

The contract shall henceforth be referenced to as Contract No. GS-2019-0023. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from the City of Globe.

IN WITNESS WHEREOF, Contract No. GS-2019-0023, has been duly executed by the parties hereinabove named, on this _____ day of _____, 2019.

CITY OF GLOBE:

CONTRACTOR:

By: _____
Al Gameros, Mayor

By: _____

Its: _____

ATTEST:

Shelly Salazar, City Clerk

REVIEWED AS TO FORM:

William J. Sims III, City Attorney