

CITY OF SCOTTSDALE

Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Rd., Ste 220
Scottsdale, AZ 85251
Phone (480) 312-2432



PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258
Phone (480) 312-5700
Fax (480) 312-5701

City of Scottsdale Scope of Work Statement Standard Terms & Conditions

- 1. Entire Agreement** This Scope of Work Statement constitutes the entire understanding between the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Scope of Work Statement may not be modified or amended except by a written document, signed by authorized representatives of each party.
- 2. Request for Taxpayer I.D. Number & Certification I.R.S. W-9 Form** Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section, prior to any contract payment being made.
- 3. 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 offeror on the solicitation for which they prepared the specification.
- 4. Indemnification and Insurance** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, 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, 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 Consultant relating to work or services 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 Consultant's and Subcontractor's employees.

Insurance provisions set forth in this agreement 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.

Contractor shall carry types of insurance with minimum limits of liability and with an A.M. Best rating of B++6 or higher, as follows:

Commercial General Liability Insurance: \$1,000,000 each occurrence, \$2,000,000 Products-Completed Operations Aggregate, \$2,000,000 General Aggregate.

Vehicle Liability Insurance: \$1,000,000 each occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

Workers Compensation and Employers' Liability Insurance: Statutory Workers Compensation Coverage and Employers' Liability coverage of \$100,000 each accident, \$100,000 Disease each employee, \$500,000 Disease policy limit.

City of Scottsdale shall be cited as an Additional Insured under Commercial General Liability and Vehicle Liability insurance. All aforementioned insurance policies shall waive rights of recovery against City of Scottsdale and its agents. Contractor shall submit insurance certificate to appropriate City of Scottsdale staff reflecting above insurance coverages and provisions.

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5. **Lawful Presence in the United States for PERSONS** Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

6. **Contractor On Site Safety Reporting Requirements** For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

7. **Authority Clause** Each party 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.

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- 8. Approval and Execution of Scope of Work Statement** This Scope of Work Statement is not fully executed until AFTER it has been reviewed, approved and signed on the signature page by an authorized Purchasing Staff and the Purchase order number has been listed on the signature page.

No additional clauses added below this line are to be considered a part of this Scope of Work Statement.
