

**CITY OF
SCOTTSDALE**



Direct all invoices to:
City of Scottsdale
Attn: Accounts Payable
7447 E. Indian School Road, Ste
210
Scottsdale, AZ 85251
Phone 480-312-2432

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

**City of Scottsdale Extendable Contract/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 [IRS.gov](https://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

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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. If the Contractor is a sole proprietor, has no employees, and has elected not to purchase workers compensation insurance; a completed and signed Workers Compensation Waiver form will substitute for the insurance requirement. The Workers Compensation Waiver form cannot be used by corporations, LLC's, partnerships or sole proprietors with employees.

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4. **Indemnification and Insurance – Cont'd**

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.

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Consultant must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. **Certificates must specifically cite the following provisions endorsed to the contractor's policy:**

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Consultant's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

4.A **Claims Made** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made"

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policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

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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 Purchasing Website](#) on the Vendor Resources page at the bottom right under Forms.

6. **Legal Arizona Worker's Act** Only Sellers providing services to the City are subject to the provisions of this Act. Under the provisions of A.R.S. §41-4401, the Seller warrants to City that the Seller and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Seller and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Seller or any of its subcontractors will be considered a material breach of this Contract and may subject the Seller or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Seller will take appropriate steps to assure that all subcontractors comply with the requirements of the

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E-Verify Program. The Seller's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City. City retains the legal right to inspect the papers of any employee of the Seller or any subcontractor who works on this Contract to ensure that the Seller or any subcontractor is complying with the warranty given above.

City may conduct random verification of the employment records of the Seller and any of its subcontractors to ensure compliance with this warranty. The Seller agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

7. **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.
8. **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.
9. **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.
10. **Israel Boycott Prohibition** By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

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11. **Forced Labor of Ethnic Uyghurs** Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

- 1) The forced labor of ethnic Uyghurs in the People's Republic of China.
- 2) Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 3) Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

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12. **Background Check** The CONTRACTOR acknowledges that the City may require a background and/or criminal records check of CONTRACTOR (if the Contractor performs work individually) and their employees and all independent subcontractors that work for the Contractor, which may include fingerprinting. If, in the City's sole discretion, the City determines that the CONTRACTOR or their employees or independent subcontractors refused to participate in a background and/or criminal records check or the City no longer wishes to contract with the CONTRACTOR due to the results of a background and/or criminal records check, the CITY may terminate this agreement effective immediately upon the CITY'S notice to the CONTRACTOR.

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