CITY CLERK
ORIGINAL

C-10313
10/13/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KUV CONSULTANTS, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 13 day of October, 2015 between the City of Glendale, an Arizona municipal corporation (the "City"), and KUV Consultants, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

A. On May 29, 2013, under the S.A.V.E Cooperative Purchasing Agreement, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the On-Call Training Services for Water Department Contract, Contract No. 13RP015 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 29, 2013, until the date the contract expires on May 21, 2016. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 21, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eleven thousand four hundred fifity-five dollars ($11,455) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

KUV Consultants, LLC.
c/o Kal Raman
PO Box 10790
Glendale, AZ 85318-0790

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Craig Johnson, P.E.
Director, Water Services

"Contractor"

KUV Consultants, LLC,
an Arizona limited liability company

By: _____
Name: Kal Raman, P.E.
Title: President

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KUV CONSULTANTS, LLC

EXHIBIT A

City of Scottsdale - On-Call Training Services for Water Department Contract 13RP015

REQUEST
FOR PROPOSAL

ON-CALL TRAINING SERVICES FOR
WATER DEPARTMENT

RFP # 13RP015

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ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT

RFP # 13RP015

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	ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT **RFP # 13RP015**

The City of Scottsdale invites sealed submittals for on-call training services to include general classes in the operation of a water and waste water utility and specific training to address City of Scottsdale practices, facilities and equipment.

SOLICITATION CRITICAL DATES	
PROPOSAL SUBMITTAL DUE:	**2:00 P.M. LOCAL TIME, APRIL 4, 2013**
QUESTIONS DUE:	**2:00 P.M. LOCAL TIME, MARCH 21, 2013**

1. *SUBMITTAL RECEIPT AND OPENING*

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M. LOCAL TIME, APRIL 4, 2013** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.*** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. ***All submittals must be presented in a sealed envelope or box.*** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. *PRE-BID CONFERENCE*

A Pre-Bid Conference will not be held.

3. *INFORMATION REQUESTS*

Requests for additional information relating to this bid should be directed to:

Jim Swaziek
Bid & Contract Specialist
480-312-5719
jswaziek@scottsdaleaz.gov

lh
1/17/2013 8:36 AM

4. *SOLICITATION QUESTIONS*

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Jim Swaziek, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, jswaziek@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M .LOCAL TIME, MARCH 21, 2013**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5. *APPROVED ALTERNATES*

(Not Applicable)

6. *ENVIRONMENTAL PROCUREMENT POLICY*

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, *Approved Alternate Section of this document., unless the approved alternate clause has been* deemed not applicable.

7. *PURCHASING WEB SITE*

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at http://www.scottsdaleaz.gov/Purchasing. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

8. *DOWNLOADING SOLICITATIONS*

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in *order to be notified of associated addenda.*

9. *EMAIL NOTIFICATION*

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

10. *CITY OF SCOTTSDALE PROCUREMENT CODE*

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

http://www.scottsdaleaz.gov/Purchasing/Procurement_Code

A hard copy of the Code is available for purchase, for a fee of $10.00, at the Purchasing Office.

11. *PROSPECTIVE BIDDER'S CONFERENCE*

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

12. *BIDDER'S PRESENTATION*

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. *INELIGIBLE BIDDER*

The preparer of the bid 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.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

17. 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.

A PERSON 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 or proposal to 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.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

http://www.scottsdaleaz.gov/taxes/

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

http://www.azdor.gov/Business.aspx

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

http://www.scottsdaleaz.gov/licenses/boplicense

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:
The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor-Cont'd

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

http://www.scottsdaleaz.gov/taxes/

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

26. SUBMITTAL PROCEDURE – CONT'D

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. ***LATE SUBMITTALS WILL NOT BE CONSIDERED.***

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

27. AWARD DETERMINATION

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

(1). Waive any immaterial defect or informality; or
(2). Reject any or all Proposals, or portions thereof; or
(3). Reissue a Request for Proposal.
(4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:
State the name and address of the aggrieved person.
Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

29. PROTESTS – CONT'D

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

30. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

31. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making a non contingent offer to contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

32. BID BOND

(Not Applicable)

1. *ADDITIONAL SERVICE REQUESTED*

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. *ADVERTISING*

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. *ARIZONA LAW*

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. *ASSIGNMENT*

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. *ATTORNEY'S 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.

6. *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.

7. *CANCELLATION OF CITY CONTRACTS*

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 of the contract in any capacity or a consultant to any other party of 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 (A.R.S. 38-511).

8. *CAPTIONS/HEADINGS*

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

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

9. *CERTIFICATE OF INSURANCE*

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #29-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: http://www.scottsdaleaz.gov/Purchasing. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. *CHANGES IN THE WORK*

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.

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 are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder 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 Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

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

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor'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.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder 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 Bidder 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".

14. CONFLICT OF INTEREST

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 of 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 parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

16. 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.

17. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement 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 must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

19. 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.

20. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

21. ENTIRE AGREEMENT

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

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

24. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

25. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

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, or power failures.

26. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

27. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the 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 willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under 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 Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, 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.

28. INDEPENDENT CONTRACTOR

The services 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 each year to the Internal Revenue Service (I.R.S.) using Form 1099.

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.

29. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

29. *INSURANCE REQUIREMENTS – CONT'D*

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy
By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term
All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made
In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

Policy Deductibles and or Self Insured Retentions
The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors
If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

29. *INSURANCE REQUIREMENTS – CONT'D*

Insurance Representations and Requirements – Cont'd

Evidence of Insurance

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor'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 Contractor'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:

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. Contractor'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 Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

29. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability
Contractor must maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. 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. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance
Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

34. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract 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 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS 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.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

45. SUCCESSORS AND ASSIGNS – CONT'D

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, 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, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

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.

47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

47. TESTING OF MATERIALS – CONT'D

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

49. 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 respect 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 defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. 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 City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

1. *ACCEPTANCE / AGREEMENT*

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.

Any Contract/Agreement made pursuant to this solicitation must be accepted in writing by the Offeror. If for any reason the Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/ Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

2. *CITY OBSERVED HOLIDAYS*

City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4th, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.

a.	Independence Day	July 4th (or Friday before or Monday after)
b.	Labor Day	1st Monday in September
c.	Thanksgiving Day	4th Thursday in November
d.	Day after Thanksgiving	4th Friday in November
e.	Christmas Day	December 25th (or Friday before or Monday after)
f.	New Year's Day	January 1st (or Friday before or Monday after)
g.	Martin Luther King Day	3rd Monday in January
h.	President's Day	3rd Monday in February
i.	Memorial Day	Last Monday in May

3. *INVOICING*

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

3. *INVOICING – CONT'D*

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

4. *KEY PERSONNEL*

The Contractor shall provide an adequate staff of experienced personnel capable of and devoted to the successful accomplishment of Contract work. The Contractor shall assign the specific individuals identified in its proposal to key positions. The Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Contractor's offer. Therefore, no substitution of such specified individuals and/or personnel shall be made without prior written approval of the CA. Any substitution of personnel under this Contract shall be equal or better than those identified in the Contract. The City's approval of a personnel substitution shall not be construed as an acceptance of the substitution's performance potential. No approval shall be unreasonably withheld of a proposed substitution of personnel. The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the contract.

5. *MULTIPLE AWARDS*

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

6. *PRICE ESCALATION*

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however; the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

7. *PRICING*

Pricing shall be listed on the Pricing Proposal Form page. Prices quoted by the Offerors shall be applicable during the entire initial term of the contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this contract MUST be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal, shall not be allowed during the contract period and any applicable extensions.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form or other supporting documentation.

The Offeror is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this Solicitation, but are directly related to the items and products requested by the City herein and offered by the Offeror. Additional items, products and services proposed pricing should be noted on the Pricing Proposal Form or a separate attachment to Offeror's submittal document.

8. *PURCHASING PROCEDURE*

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

9. *QUANTITY*

The estimated quantities that will be required during the initial term of this contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

10. *TERM OF AGREEMENT*

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

SPECIFICATIONS

ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT

RFP # 13RP015

1.0 The City of Scottsdale (COS) Water Resources Department (WRD) requests sealed proposals for On-Call Training Services for staff working in the area of water and wastewater.

2.0 The required services shall commence on or about June 1, 2013 in accordance with the specifications and provisions contained herein..

3.0 The Contractor is required to provide the following minimum training support services:

3.1 Standard Service Days and Start Times: Tuesday, Wednesday, and/or Thursday with start times between 6 am and 4:30 pm.

3.2 Non-Standard Service Times: Any time and day of the week (24 hours per day – 7 days per week) per direction of the WRD Contract Administrator

4.0 The COS requires training for Water Resources Department (WRD) that involve both general subject matter that is common to operating a water and wastewater utility and specific subject training that involves practices and equipment common to Scottsdale. General subject matter includes but is not limited to, basic math, hydraulics, chemistry, safety, environmental and technical certification examination review. Specific training may involve maintenance and/or operation on specific equipment used in one of the WRD facilities. In addition, COS may request performance and/or skill evaluations of perspective or current employees. Such specific training or skill evaluations would be dependent on COS needs and requests. :

4.1 For the general subject training, the COS estimates the following services to be provided by the Contractor on a monthly basis. The mix of classes are to be determined by the COS after award. The following represents the minimum number of classes and associated development time:

4.1.1 Two four (4) hour classes per month (instructor lead); maximum twenty (20) students

4.1.2 Two eight (8) hour classes per month (instructor lead); maximum twenty (20) students; snacks shall be provided by the contractor

4.1.3 One sixteen (16) hour class per month (instructor lead); maximum ten to fifteen (10-15) students; snacks shall be provided by the contractor

*4.2 Although not intended to be a regularly scheduled monthly training class, the COS may request the Contractor to provide specific subject training focusing on particular equipment or practices that are unique to Scottsdale. The WRD will provide general guidance to the Contractor as to what the specific training will be. The Contractor will work with COS staff as to specific course content and outcomes expected for conducting this type of training. This particular training or skill evaluation could involve a classroom or field setting within the city or at an off-site location with a maximum student participation of 15 students and is anticipated to be an hands-on environment. Examples of such classes could be WRD's ZENON® **Membranes or** AquaDAF® Dissolved Air Flotation system.*

4.2.1 One four (4) hour class per month

4.2.2 One eight (8) hour class per month

4.2.3 One multi-day class with a maximum of seven days per month

4.2.4 Material development for each specialized class or evaluation (estimated at eight to sixteen hours per class/evaluation)

4.2.5 One four (4) hour skill evaluation (at WRD facility)

5.0 Developed courseware shall include all materials necessary to replicate the training over time.

6.0 Developed courseware materials shall include both a Facilitator Guide and Participant Guide.

7.0 PLEASE NOTE: WRD may require up to four (4) hours of planning time per course with key project personnel. The planning time may be via telephone, teleconference, face to face, or as a group (team). Any time in excess of four (4) hours shall be paid at an hourly rate.

8.0 Contractor's pricing shall include all costs to be charged to the COS. For those classes designated as specific and an outside contractor is used, pricing will include documented expenses plus a markup.

9.0 The Contractor shall at a minimum be able to provide services at the following locations:

9.1 Water Campus - 8787 E Hualapai Drive & 8660 E Union Hills
9.2 Water Operations - 9312 N 94th Street
9.3 Water Engineering - 9379 E San Salvador
9.4 Others may include: Central Groundwater Treatment Facility (CGTF) - 8650 E Thomas Road and Chaparral Water Treatment Plant - 8111 E McDonald and although unlikely, various field locations within Scottsdale based on unique needs (i.e., well sites, collection sites, etc.)

10.0 The COS will provide the room, projector, speakers and screen at COS locations.

11.0 The contractor's list of any proposed off-site facilities to be used for instruction shall provide:

11.1 An address (including major cross streets and directions)
11.2 Facility ownership information
11.3 A description of the facility and room(s) to be utilized
11.4 A description of the equipment to be provided
11.5 Other applicable information such as parking availability for participants

12.0 The contractor shall provide appropriate equipment (e.g., furniture, audio/visual) as necessary for the requested session, if a workshop, training, or facilitated session is conducted at the Contractor's facility.

13.0 The contractor shall employ adult learning principles and practices of multi-method instruction, using an approach that is skills based and interactive.

14.0 The contractor shall conduct classroom discussions so that clarifications, teambuilding and skills practice are always provided by the contractor as appropriate for the topic.

15.0 The contractor shall be responsible for the accuracy, quality and timeliness of information and product being provided.

16.0 The contractor shall be responsible for acquiring all outside data, literature, software, hardware, etc. required for all services delineated in these specifications.

17.0 The contractor shall provide qualified staff to perform the services on the dates specified by the COS.

18.0 The contractor shall provide name tags or name tents and sign in sheets for training sessions unless otherwise designated by the Contract Administrator.

19.0 The contractor shall provide all materials (such as handouts and videos) required for the sessions.

20.0 The contractor shall ensure training classes have Professional Development Hours (PDH) and/or Continuing Education Units (CEUs) associated with each session.

21.0 The contractor is responsible for working with the Arizona Department of Environmental Quality (ADEQ) to establish PDH and/or CEU equivalency for classes not established with current PDH and/or CEU.

22.0 The contractor shall obtain COS Contractor Administrator's approval for any class without PDH/CEU at least forty-five (45) days prior to the class date.

23.0 The final training schedule shall be provided to the COS Contract Administrator and agreed upon in writing by the contractor and the Contract Administrator a minimum of three (3) weeks prior to class offerings.

24.0 The contractor shall provide the Training Outline for each class to be taught to the Contract Administrator two (2) weeks prior to the class presentation.

25.0 The contractor shall, at a minimum, provide competency/post-testing records for each class and have the ability to pre-test employees on an as needed basis.

26.0 Required pre-testing and competency/post-testing shall be included in the total class cost.

27.0 The contractor shall maintain and provide attendee records and individual certificates of completion and shall be mailed to the Contract Administrator within 10 working days of the class completion date.

28.0 The contractor shall mail attendee records and individual certificates of completion to the Contract Administrator within ten (10) working days of the class completion date.

29.0 The contractor's training shall, at a minimum, utilize the following methods:
- Classroom (instructor lead)
- Hands-on
- Individual performance assessments

30.0 The contractor and the contractor's instructors shall, at a minimum, have three (3) or more years teaching within a State of Arizona government agency and/or an Arizona municipality.

31.0 The contractor's required training services shall include, but not be limited to, the following areas. If specific qualifications are required, they are denoted in parentheses below:

31.1 *Safety – all require degrees in safety, environmental and/or industrial hygiene, nationally recognized certification (i.e., ASP, CSP, etc), or equivalent experience.*
- *OSHA compliance with Hazard Communication*
- *Hazardous Energy Control*
- *Respiratory Protection*
- *Asbestos*
- *Confined Space*
- *Bloodborne Pathogens/Wastewater Biological Hazards*
- *Advanced First Aid/CPR/AED/CCC (must be certified to teach this subject)*
- *Emergency and Spill Response, including, Hazardous Waste Operations and Emergency Response – Initial and Refresher (must be certified trainer for this subject)*
- *Process Safety Management specific to gaseous chlorine systems*
- *Trenching and Shoring (must be qualified trainer for this subject - competent)*
- *Fall Protection and Prevention (must be qualified trainer for this subject – competent)*
- *Traffic Control; Flagging and Barricading*
- *Asbestos*
- *Ozone*
- *Hot Work/Welding (maintain a welding certification to teach subject)*
- *Non-ionizing Radiation Safety (maintain RSO status)*
- Hazardous Building Materials
- *Fire and Evacuation Safety*
- *Cranes and Rigging (must be certified trainer for this subject)*
- *Mobile Work Platforms*
- *Machine Guarding*
- *Shop/Maintenance Safety*
- *Back Safety and Ergonomics*
- *Record Keeping*
- *Industrial Hygiene, including toxicology, hearing conservation, requirements for exposure monitoring, etc.*

31.2 *Environmental:*

- *Compliance required under the Clean Water Act*
- *Clean Air Act*
- *Resource Conservation and Recovery Act (maintain current RCRA certification)*
- *Arizona Pollutant Discharge Elimination System Permits*
- *Hazardous waste management*
- *Transportation of hazardous materials*
- *Storm Water*

31.3 *Technical:*

- *Facility specific operations and equipment across Water Resources systems (Relevant Operator Certifications equivalent to ADEQ Grade 3 or 4).*
- *Troubleshooting*
- *Preventive maintenance*
- *Instrumentation and control systems (qualifications may be specific to equipment type)*
- *Process control systems (Relevant Operator Certifications equivalent to ADEQ Grade 3 or 4).*
- *Chemistry (B.S. Chemistry, Chemist, or equivalent experience)*
- *Biology (B.S. Biology, Biologist or equivalent experience)*
- *Math*
- *Electrical (Electrical Engineering, Electrician, or equivalent experience)*
- *Equipment such as blowers, pumps, turbines, air compressors, valves, mechanical seals, gear boxes, and drives*
- *Hydraulics*
- *Mechanical*
- *Blueprint Reading*
- *Technical and Report Writing*
- *Laboratory sampling (Relevant Operator Certifications equivalent to ADEQ Grade 3 or 4).*
- *Well field and lift station operation and maintenance (Relevant Operator Certifications equivalent to ADEQ Grade 3 or 4).*
- *General information regarding Water Treatment systems, Wastewater treatment systems – including Reuse, Water distribution systems, and Wastewater collection systems (Relevant Operator Certifications equivalent to ADEQ Grade 3 or 4).*
- *Welding (must maintain welding certification)*
- ADEQ Operator Certification preparation for water production, water distribution, wastewater treatment, and wastewater collection (Must hold current ADEQ Operator Certifications and demonstrate proficiency with the Arizona ABC processes (ABC membership, etc))
- Individual performance assessments (Must be qualified and certified in the area being assessed – i.e. electrical, mechanical, etc.).

SUBMITTAL REQUIREMENTS CHECKLIST	
	ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT **RFP # 13RP015**

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Bidders are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

The Bidder's submittal should be a **MAXIMUM of number of ten (10)** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below. **NOTE**: Total page count excluded cover letter, section dividers, table of contents, pre-printed material (City's Signature Page, Firm and Staff Qualification Summary Letter, and Disclosure Forms.), and all required submittal attachments included in the Bidder's proposal.

To constitute a valid responsive proposal by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

☐ **Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.

☐ **General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.

☐ **Litigation Disclosure Form** – Fully completed Litigation Disclosure Form, signed in ink.

☐ **Pricing Proposal Form** – Fully completed Pricing Proposal Form(s).

☐ **Firm and Staff Qualification Summary Letter** - The Bidder shall submit a Firm and Staff Qualification summary document that is a **MAXIMUM** of ten (10) pages in length (single sided – 8½" X 11"). Firm and Staff Qualification summary documents that are larger than ten (10) pages may be considered non-responsive. The summary letter shall illustrate the Bidder's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Bidder and employee's abilities to successfully complete the scope of work represented in this Solicitation. The Firm and Staff Qualifications document shall include, at a **MINIMUM,** of the following items:

- Bidder's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Bidder has been doing business in the Phoenix Metropolitan area and Company Name, Main office business address, local office business address (if different), Office phone, fax and email address and Company web page address (if available).

Firm and Staff Qualification Summary Letter - Cont'd

- Bidder's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein.
- Bidder's document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals.
- Bidder's document shall identify the key issues and potential obstacles with respect to the scope of work identified herein. Offer's documents should provide a basic methodology to address and overcome all identified issues and obstacles.
- Bidder's document shall contain a comprehensive description of all services that shall be provided.
- Bidder's proposal shall identify the office location from which projects will
- Bidder's document shall contain an organizational chart that identifies key project personnel by name, title and contact information.
- Resumes of all key project personnel shall be submitted separately at the end of the Bidder's proposal. All resumes shall be limited to one page and include a brief summary of past accomplishment, academic credentials, Professional Certifications, Professional Engineering Registration, Professional Association Memberships, etc.).
- Bidder's document shall contain availability and capacity of workload and the number of audits at a given time.
- Bidder's document shall contain an organizational chart that identifies key project personnel by name and title.

Bidder's document shall list all sub-consultants (if any) that will be used in the completion of projects identified herein, and the sub-consultants envisioned role in each project.

☐ **Key Personnel Resume and Qualifications** – Bidder's proposal shall include the qualifications of the key personnel that will be involved in projects covered by the scope of this solicitation. The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, etc.

- Bidder's document shall contain an organizational chart that identifies key project personnel by name and title.
- Include relevant experience and expertise for the last two years.

☐ **Subcontractor List** – Bidder shall provide a complete list of all the anticipated subcontractors the Bidder intends to use to complete the work covered under the scope of this contract. Bidder shall identify the role envisioned by the subcontractor in the project. The Bidder shall supply a **MINIMUM** of the following information for each subcontractor:

- Subcontractor Name
- Subcontractor Address
- Subcontractor Phone Number
- Subcontractor Contact Name
- Subcontractor License Numbers (If applicable)
- Extent of Work Subcontractor will do for the Bidder

Note: if the Bidder does not plan to use any subcontractors, then the Bidder must indicate that in this section.

SUBMITTAL REQUIREMENTS CHECKLIST	
	ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT **RFP # 13RP015**

☐ **Project Approach** – Bidder's document shall demonstrate an understanding of the goals identified herein for this project, and provide a basic overview for the accomplishment of these goals. Bidder's proposal shall address a MINIMUM of the following key project areas:

- Standard Course Curriculum
- Course Development Methodology
- Scheduling Methods
- Facilities

☐ **Industry Knowledge/Additional Information** - Bidder's proposal shall identify the Bidder's familiarity with the issues pertinent to this project which enhances your qualifications to successfully facilitate these audits. At a minimum the following is hereby requested:

- Identify your company's familiarity with the project elements and the project areas.
- Identify your company's familiarity with
- Provide any sample documentation or reports

☐ **Proposed Price Schedule** – Bidder shall provide a firm, fixed (all inclusive) cost for both basic and specific training classes based on the length of class time per session. If a subcontractor is used to conduct specific training, the Bidder shall provide documented incurred costs and the amount of markup as the total price for conducting such classes.

☐ **Offeror Project Team Information** – Furnish information on the Offeror team organization, including roles and home office locations of the key personnel that will be providing service to the City of Scottsdale. Clearly indicate the Project Manager who will have day-to-day responsibilities for the duration of the contract. State also the action plan for replacement of key personnel assigned to the City of Scottsdale project.

- Offerors must clearly detail how subcontractors will be used for this project, if any.

☐ **Reference List** – Bidder's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Bidder shall provide a **MINIMUM** of three (3) recent and/or current, business references for which the Bidder has participated in projects with a similar scope and size to the project referenced herein. References supplied shall not be City of Scottsdale employees. The reference list provided should include a **MINIMUM** of:

- Organization Name
- Contact Name
- Contact Phone Number
- Contact Fax Number
- Contact Email Address (if available)
- Project Date
- Project Description and Size
- Ultimate Project Outcome and Results

SUBMITTAL REQUIREMENTS CHECKLIST	
	ON-CALL TRAINING SERVICES FOR WATER DEPARTMENT **RFP # 13RP015**

☐ **Sample Documents** – Bidder shall provide samples of the documentation that will be utilized by the Bidder to complete the scope of work as listed herein. The Bidder shall supply a **MINIMUM** of the following sample documents with their proposal:

- Forms used by the Bidder to track accounts
- Letters sent to delinquent accounts
- Telephone scripts used when contacting delinquent accounts
- Reports that will be supplied to the City in order to satisfy the reporting requirements herein.

☐ **Price Sheets** – Bidder shall provide copies of **ALL** price sheets covering the scope of goods and services referenced herein.

☐ **Bidder's Certifications / Licenses** – Bidder shall submit copies of all applicable Contractor Certifications and Licenses, to include certification / license numbers, classifications, and expiration dates.

☐ **Exceptions** – Bidder shall include all exceptions taken in regards to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Bidder shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Bidder shall be used in the evaluation process. If the Bidder does not indicate exceptions in their submittal document this will signify to the City that the Bidder is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.

☐ **Proposal Copies** – Identify and submit one (1) **unbound original** and five (5) copies of the Bidder's proposal (Proposal copies can be bound if the Bidder so desires). In addition, Bidder will provide an electronic copy of the Bidder's complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Bidder's complete proposal document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Bidder's company name.

OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	13RP015	SOLICITATION TITLE:	On-Call Training Services for Water Department

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:
KUV CONSULTANTS, LLC.		KAL RAMAN
Company Name		Printed Name
P.O. BOX 83328		PRESIDENT
Address		Title
PHOENIX AZ 85071		602-944-5882
City State Zip		Phone
Kal Raman	4/4/2013	602-944-5883; KRAMAN@KUVC.COM
Signature for Offeror	Date	Fax E Mail
KAL RAMAN		
Printed Name and Title of Authorized Signatory		Address (if different from Company info)
[redacted]		
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation , including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 13RP015**

The contract consists of the following documents: 1) Solicitation # 13RP015 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment NA, dated NA.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : ☐ Payment Bond ☐ Performance Bond, ☒ Insurance Certificate(s), ☐ I.R.S. Form W-9/Taxpayer ID No. & Certification, ☐ other documentation as identified.
If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 29th day of MAY, 2013

Risk Management issues reviewed and approved as to form MARCH 6, 2013 by City of Scottsdale Risk Management Director

Recommended award approved MAY 8, 2013 by City of Scottsdale Contract Administrator

James V. Jaworek
J. E. Flanagan
Or Designee James V. Jaworek
As City of Scottsdale Purchasing Director

Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

March 5, 2015

KUV Consultants, LLC
Attn: Kal Raman, P.E.
2432 W. Peoria Ave.,Suite #1306
P.O. Box 83328
Phoenix, AZ 85071

Re: Contract: 13RP015 - Renewal No. 2
On-Call Training Services for Water Department

Dear Mr. Raman:

Pursuant to your email dated March 4, 2015 submitted via email, the City of Scottsdale hereby accepts your offer to renew Contract No. **13RP015** for **On-Call Training Services for Water Department,** for a period of one (1) year. All terms, conditions and pricing shall remain the same.

The renewal period shall be effective May 22, 2015, through May 21, 2016. All provisions of the contract shall remain in effect during the new contract period.

Please refer to Page 3, for a Re-Cap of the contract pricing.

The contract terms and conditions require current certificates of insurance for Commercial General Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	$1,000,000 each occurrence $2,000,000 Products-Completed Operations Aggregate $2,000,000 General Aggregate Current certificate on file **VALID through 7/1/2015**
Vehicle Liability Insurance:	$1,000,000 each accident Current certificate on file **VALID through 7/1/2015**
Workers Compensation and Employer's Liability Insurance:	$100,000 each accident $100,000 Disease each employee $500.000 Disease policy limit Current certificate on file **WAIVER ON FILE – MAY 2013**

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

Please ensure the certificate(s) supplied **reference Contract Number (13RP015)**, AND state the following: "**City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale".**

Failure to supply and keep current the required insurance certificates may render this extension void.

If you have any questions regarding this renewal, please feel free to contact me. All other questions, issues or concerns shall be directed to Richard Sacks, Contract Administrator (480) 312-5673.

Sincerely,

Cheryl Champine, Bid & Contract Specialist
City of Scottsdale – Purchasing Division
Phone: (480) 312-5719
Fax: (480) 312-9019
Email: cchampine@scottsdaleaz.gov

cc: Richard Sacks, Contract Administrator

Contract No. 13RP015 / KUV Consultants,

LLC Renewal No. 2 Pricing

Effective: 5/22/2015 to 5/21/2016

1.0 **BASIC CLASSES IN WATER AND WASTEWATER TREATMENT**
THE PRICE PER CLASS INCLUDES HANDOUTS, SNACKS, AND OTHER MATERIALS NECESSARY FOR CONDUCTING THE CLASS ALONG WITH PREPARATION TIME.

LENGTH OF CLASS TIME PER SESSION	PRICE PER CLASS AWARD	PRICE PER CLASS RENEWAL 1
4 hours	$ 1,500.00	$ 1,500.00
8 hours	$ 3,800.00	$ 3,800.00
16 (2-8 hour sessions)	$ 8,000.00	$ 8,000.00

2.0 **SPECIFIC TRAINING BASED ON SCOTTSDALE FACILITIES**
ASSUME FOR THIS EVALUATION THE SPECIALIZED TRAINING WILL BE AT THE WATER CAMPUS WITH THE SUBJECT MATTER TO INCLUDE *ZENON® MEMBRANE OPERATION AND MAINTENANCE. THE CLASS WILL BE CONDUCTED BY THE CONTRACTOR WITH NO SUBCONTRACTORS.*

LENGTH OF CLASS TIME PER SESSION	PRICE PER CLASS AWARD	PRICE PER CLASS RENEWAL 1
4 hours	$ 700.00	$ 700.00
Material Development FOR 4 HOUR CLASS per class (customized to a particular class)	$ 800.00	$ 800.00
8 hours	$ 1,600.00	$ 1,600.00
Material Development FOR 8 HOUR CLASS per class (customized to a particular class)	$ 2,500.00	$ 2,500.00
Multi day	$ 3,250.00	$ 3,250.00
Material Development FOR MULTI DAY CLASS per class (customized to a particular class)	$ 5,000.00	$ 5,000.00

For specific training that requires a subcontractor to conduct the class, indicate the amount of markup to be applied to the incurred expense for the total cost.

MARK UP PERCENTAGE 10%

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KUV CONSULTANTS, LLC

EXHIBIT B
Award and Rate Sheet

KUV Consultants, LLC.
P.O. Box 10790
Glendale, AZ 85318-0790

Project Title: Computer-Based Training Course for CMMS, Glendale Utilities Department

Project Manager: Kal Raman, P.E.

Task No	Task	Labor (Hours)				Expense	Notes
		Principal	Analyst	Admin	TOTAL		
1	Planning/Kickoff Meeting	2		4	6	50	Client Meeting
2	Development of Storyboard	16			16		
3	Articulate Programming - Content		75		75		450 pages @ 10 min/page
4	Articulate Programming - Quiz		6				25 questions @15 min/question
5	Release of Beta Version		16	2	18		
6	Revisions	4	8	4	16	50	Client meeting
7	Final Release	2	4	2	8		
	Sub-Total:	24	109	12	139	100	
	Hourly rate ($/hr):	120	75	25			
	Labor Cost ($):	2,880	8,175	300			
	TOTAL FEE ($)	**11,455**					

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KUV CONSULTANTS, LLC

EXHIBIT C
Scope of Work

PROJECT

Development of a computer-based training for using the Hansen computerized maintenanceand management system (CMMS).

KUV
CONSULTANTS, LLC

T: 623-521-5265

PO Box 10790
Glendale, AZ 85318-0790
www.kuvc.com

Water Services Department, City of Glendale
Proposal for Computer-Based Training
Hansen Computerized Maintenance & Management System for Treatment Facilities

KUV will develop a computer-based training for using the Hansen computerized maintenance and management system (CMMS). The training content will be based on flowcharts and screen-shots used in the Hansen Plant Training Guide, developed in-house by the Water Services Department (WSD).

APPROACH

The topics included in this training will be taken from WSD's Hansen Plant Training Guide, and is listed in Attachment A.

The structure of the courseware is shown in Attachment B, and will include interactive training, knowledge checks and a final quiz.

Example screenshots from a demo courseware developed for WSD is shown in Attachment C.

SCOPE OF WORK

Task 1: Planning/Kickoff Meeting

- KUV will meet with WES's Project manager and key stakeholders to discuss scope, schedule, deliverables and other planning details. This 2-hour meeting will take place at WSD facility.

Task 2: Development of Storyboard

- KUV will develop a detailed outline of the training course, including proposed content, interactivity and graphics. The course will typically follow the layout of the Hansen Plant Training Guide.
- WSD will review and approve the storyboard.

Task 3: Articulate Programming - Content

- KUV will use Articulate Storyline software to develop the course.

Task 4: Articulate Programming – Final Assessment

- KUV will design a Final Assessment test that staff will have to take if they desire to get professional training hours (PDH) for the course.

Task 5: Release of Beta Version

- KUV will publish a beta version of the course ware on a CD for review by WSD staff.

Task 6: Revisions

- KUV will conduct a review meeting with WSD to review comments.

Task 7: Final Release

- KUV will address WSD's comments and release the final version in LMS compatible format. KUV will work with City IT staff to ensure that the course is successfully uploaded onto the LMS software.

FEE & SCHEDULE

KUV will develop the courseware for a fixed fee of $11,455. A breakdown of the fee estimate is shown in Attachment D.

The City will own the courseware (and the programming codes) and will be at liberty to revise, share and modify the course as it pleases.

The project will be completed approximately 16 weeks from notice-to-proceed.

ATTACHMENT A - Index for the Hansen Plant Training Guide

Topic	Screen Title	No of Pages
1A – COGFARM Login		
	Work flow diagram	1
	Screen shots	8
1B – Hansen Login		
	Work flow diagram	1
	Screen shots	5
2A - Find an Asset - Look up Option		
	Work flow diagram	1
	Screen shots	12
2B - Find an Asset - Asset Network Cost Browser		
	Work flow diagram	1
	Screen shots	11
3A - Open an Existing Work Order - Work Order Lookup		
	Work flow diagram	1
	Screen shots	12
3B - Open an Existing Work Order - Employee Work Viewer		
	Work flow diagram	1
	Screen shots	11
4A - Create a CM Work Order for an Existing Asset (P1 or P2)		
	Work flow diagram	2
	Screen shots*	
4B - Create a CM Work Order for an Existing Asset (P3 or P4 or P5 or SD)		
	Work flow diagram	2
	Screen shots	22
5A - Create a CM Work Order for a New Asset		
	Work flow diagram	2
	Screen shots	30
6A - Close a Work Order		
	Work flow diagram	1
	Screen shots	16
7A - Add Comments to a Work Order		
	Work flow diagram	1
	Screen shots	8
7B - Add Hours and Labor Comments to the Work Order		
	Work flow diagram	1
	Screen shots	10
7C - Add Hours to the Work Order - Employee Time Sheet		
	Work flow diagram	1
	Screen shots	14
8A - Requestion Operational Recurring Task		
	Work flow diagram	2

ATTACHMENT A - Index for the Hansen Plant Training Guide

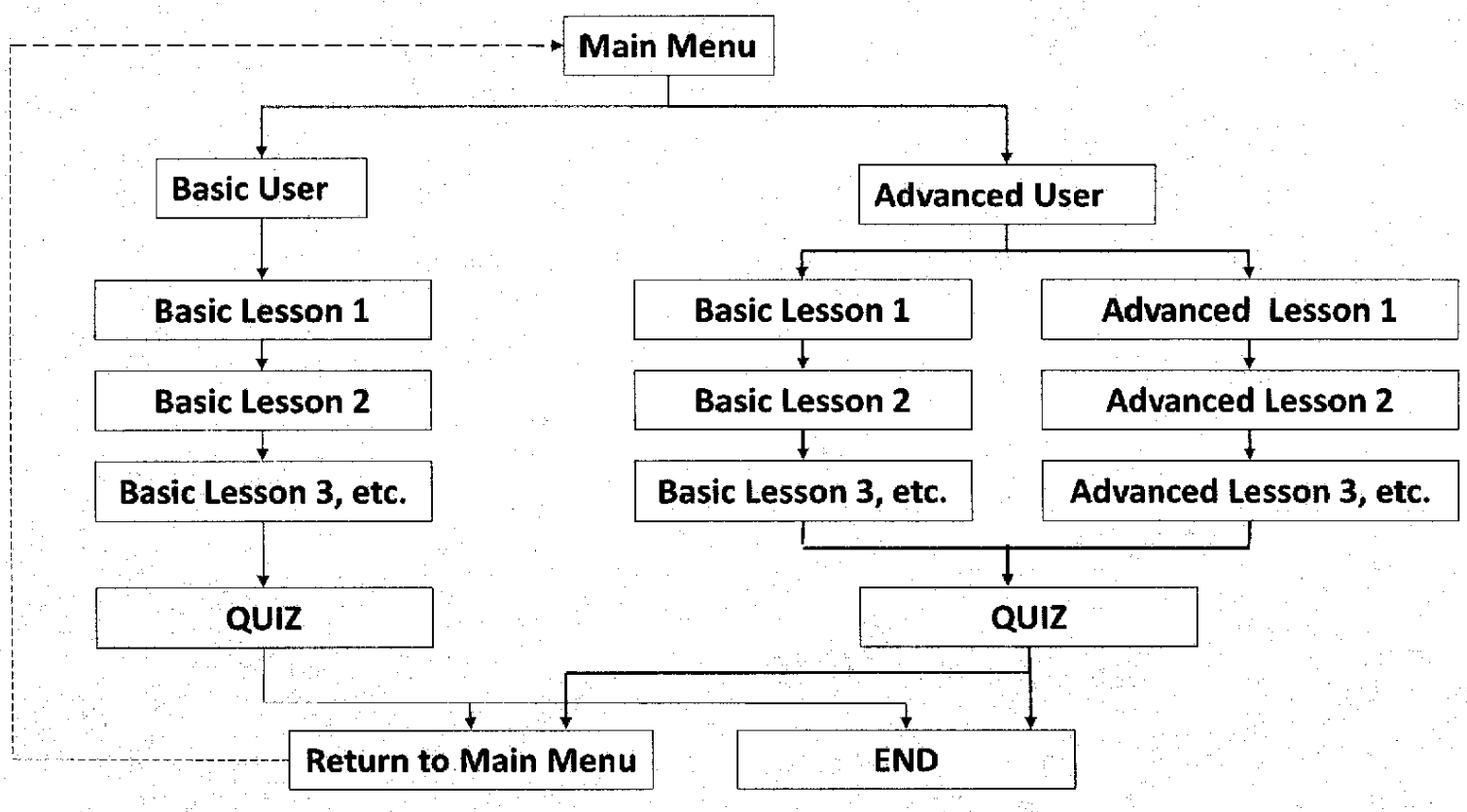
	Screen shots	44
9A - Reassign a Work Order		
	Work flow diagram	1
	Screen shots	13
10A - Add an Asset		
	Work flow diagram	2
	Screen shots	37
10B - Update an Asset		
	Work flow diagram	2
	Screen shots	39
10C - Expire an Asset		
	Work flow diagram	2
	Screen shots	37
11A - Work Orders for Specific Assets - Lookup Option		
	Work flow diagram	1
	Screen shots (est)	12
11B - Find a Work Order - Lookup Option		
	Work flow diagram	1
	Screen shots (est)	13
11C - Find a Facility - Lookup Option		
	Work flow diagram	1
	Screen shots (est)	9
11D - Find a Facility - Asset Network Cost Browser		
	Work flow diagram	1
	Screen shots (est)	10
11E - Close Work Orders - Group Project		
	Work flow diagram	1
	Screen shots (est)	41
Total Work Flow Diagrams		**30**
Total Screen shots (est)		**414**

NOTES:

* - This work flow is to convey the process - there are no screen shots

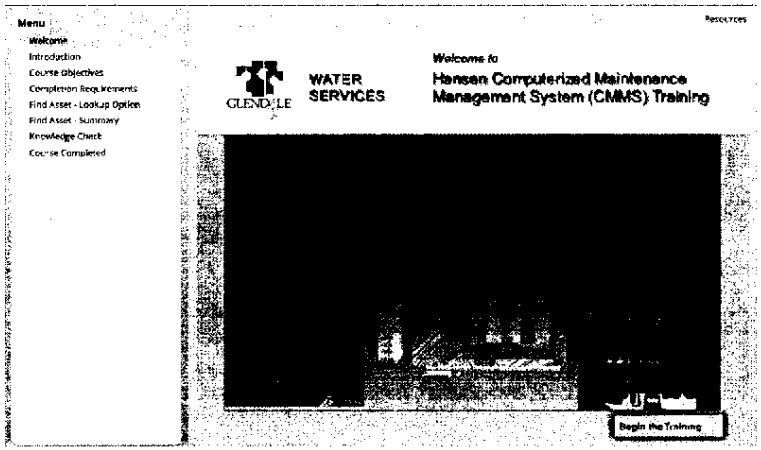
(est) - This is contained in the advanced section; screen shots were not created

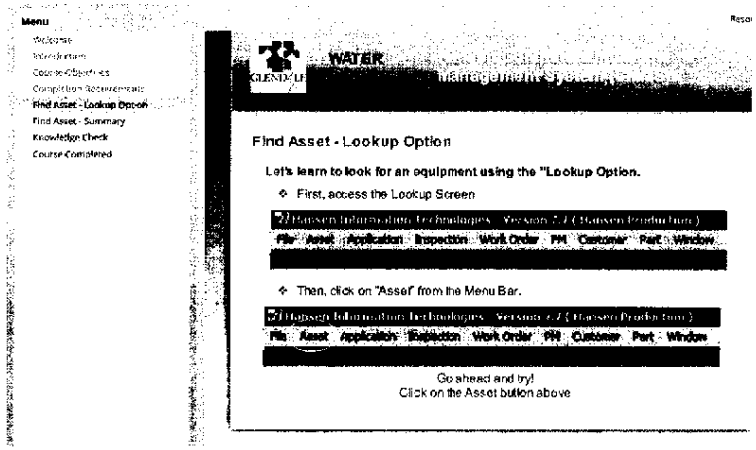
ATTACHMENT B - COMPUTER BASED TRAINING FOR CMMS

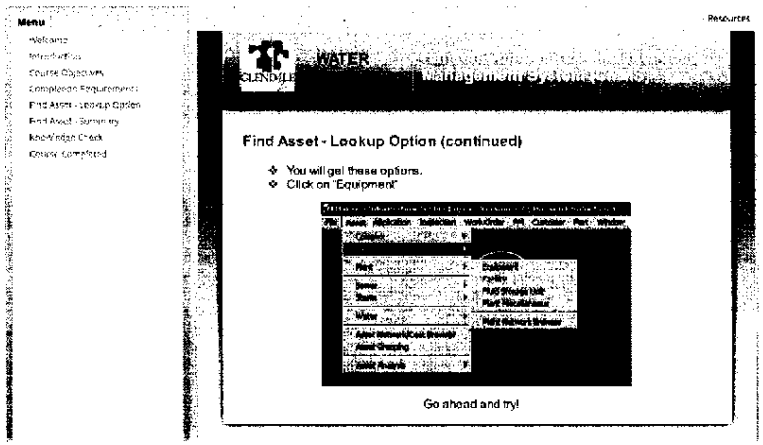


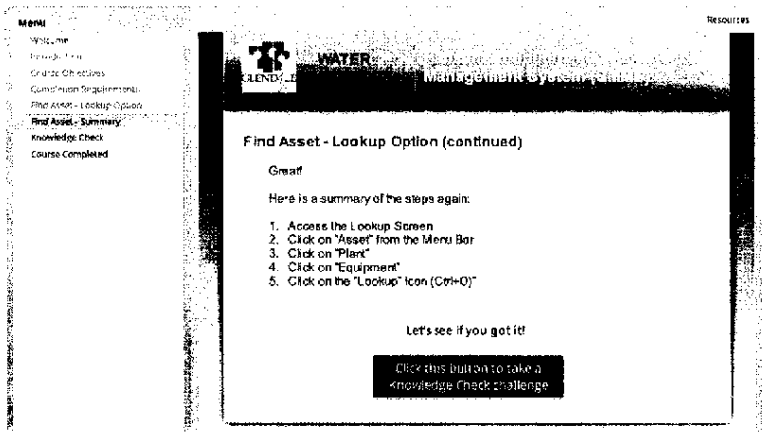
KUV

ATTACHMENT C - Screen-shots of Proposed Computer-Based Training Course









ATTACHMENT D - FEE ESTIMATE

Project Title: Computer-Based Training Course for CMMS, Glendale Utilities Department

Project Manager: Kal Raman, P.E.

Task No	Task	Labor (Hours)				Expense	Notes
		Principal	Analyst	Admin	TOTAL		
1	Planning/Kickoff Meeting	2		4	6	50	Client Meeting
2	Development of Storyboard	16			16		
3	Articulate Programming - Content		75		75		450 pages @ 10 min/page
4	Articulate Programming - Quiz		6				25 questions @15 min/question
5	Release of Beta Version		16	2	18		
6	Revisions	4	8	4	16	50	Client meeting
7	Final Release	2	4	2	8		
	Sub-Total:	24	109	12	139	100	
	Hourly rate ($/hr):	120	75	25			
	Labor Cost ($):	2,880	8,175	300			
	TOTAL FEE ($)	**11,455**					

LINKING AGREEMENT
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THE CITY OF GLENDALE, ARIZONA
AND
KUV CONSULTANTS, LLC

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in Exhibit B Rate Sheet.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $11,455 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See Attached Rate Sheet in Exhibit B.