



CITY OF COTTONWOOD IT DEPARTMENT

REQUEST FOR QUOTES

The City of Cottonwood is soliciting quotes to develop and design the City website by firms experienced in governmental website design and function. This will be a concept to completion project.

Purpose. The City of Cottonwood has a web presence that is outdated in appearance, structure and presentation of content. An opportunity exists to re-engineer the site to reflect the current goals and objectives of the City and Council, to incorporate updated web technology and content management systems, and to increase functionality. Upon completion of the development and launch of the site, the City of Cottonwood will assume full responsibility of website content management and administration. All content, graphics and related coding will become the sole property of the City of Cottonwood. Developer will provide ongoing training and support to operate content management system and website.

The Contractor shall complete, sign and submit the Acceptance of Terms and Conditions Affidavit, Quote Section, Certificate of Insurability, Contractor Immigration Warranty, and Indemnification Statement with its quote to the City.

Questions regarding this Request for Quotes should be directed to:

Brent Kinney
City of Cottonwood IT Department
821 N. Main St.
Cottonwood, AZ 86326
bkinney@cottonwoodaz.gov

Deadline for return of completed quotes is Friday, January 22nd, 2016 at 10:00 a.m. Quotes may be returned via e-mail. Quotes must be submitted to the Purchasing Agent at:

Email: jcook@cottonwoodaz.gov

SCOPE OF WORK

The primary objective for the website is to build brand identity for the City of Cottonwood as well as all organizations that support the citizens of Cottonwood by creating a unified brand identity and awareness of the services provided by the City.

The creation of a flexible, informative website with easy maintenance interface is vital to City operations. The City is seeking development of a user-friendly site that can deliver large amounts of content that may change frequently to various stakeholder audiences, i.e. the local resident/business, visitor/tourist, economic development/business leader, chamber of commerce stakeholder, etc.

In addition to a flexible, user-friendly site with an intuitive interface, there must be a web-based, database focused administration tool that allows key staff to easily manage updates and content without directly accessing source code or high-level coding functions.

To be effective the web design must be:

- Easy
- Intuitive
- Visually pleasing
- Secure
- Quick to load and operate
- Allow integrated functions from specialty components

Content for the City of Cottonwood website may include:

- General organizational information - mission, vision, staff list
- Departmental pages
- News and Events feeds
- Calendar - by department and aggregate
- Interactive and static maps
- Online response forms
- Alerts
- Pay-your-bill online
- Blog
- Social Media interactivity

We seek to tell our story through compelling visuals, intuitive navigation and concise messaging to reinforce the City's brand and marketing that is focused on increasing citizen engagement, diverse stakeholder engagement and transparency of service.

The current website (www.cottonwoodaz.gov) is hosted by InMotionHosting on a VPS.

PROJECT SCOPE & GUIDELINES

The scope of this project is to redesign and update the City of Cottonwood website. The City's IT Manager, with assistance from Department Heads, will create/provide all site copy and any necessary images or photography. A candidate that can provide all site-planning, interface, design and production is required.

The site must include a web-based solution staff can easily and cost-effectively use to update content and moderately modify site design after the initial launch in a WYSIWYG platform.

Discovery:

Confirm objectives, graphic look and feel, navigation, technology needs and assumptions, required functionality, budget constraints, phasing and site SEO marketing in a creative brief.

Design:

Website information on graphic look, site feel, main and sub-navigation templates for each department, and department specific plug-ins for functionality.

Training:

Explain methods to train users on new website.

Development Guidelines:

The successful website must include the following:

- A content management system that permits non-technical users and staff to instantly update their assigned webpages in a WYSIWYG platform.
- Tiered user and page administration - users will only be able to modify pages assigned to them and modifications need to be approved by an administrator/editor.
- Convert/upload large amounts of existing content to the new website.
- Easy to Navigate - information should be grouped and presented in a logical manner and require no more than 3 levels of "drill down" to access the needed information.
- Common Navigational Theme - 4 distinct organizations will be represented by this website, and each needs to be represented with a common navigational theme and layout, but allowed to customize their pages to reflect business needs. Organizations will be: City of Cottonwood, Cottonwood Economic Development, Cottonwood Visitor Center and Cottonwood Chamber of Commerce.
- Customized layout - 4 distinct organizations will utilize common navigational theme, and each organization will need to customize page via color and menu options to reflect their line of business.
- Consistent design - as stated above all segments of the website should have a common look and feel, with the use of fonts, photographs and layouts consistent across organizational use.
- Redirected Pages - many URLs will be changed so visitors and robots must be redirected to the new URLs either through .htaccess or a redirecting plugin in the CMS.

Functionality Guidelines:

- Automated job posting feature. Feature should include a template and ability to apply online. Must be able to assign closing date/time and job posting will be removed automatically at that date/time.
- Provide search capabilities using keywords or phrases that will assist navigation throughout site.
- Ability to gather email, area of interests and demographic info (where applicable) from users in a format that allows city to maintain a single database of users and info. Ideally a platform that can allow customers to select information they would like to receive from the four entities represented on the website, and that supports the seamless flow of requested information in mass quantities from the database to appropriate City departments or partner organizations.
- Site must be compatible with IE 5.0 and higher.
- Website must not require plugins as a default.
- Fast-Loading pages - the website must be designed with a balance of text and graphics so that each page loads in 5 seconds or less on the average computer.
- Calendar - 2 tier content system. Departmental calendars that are specified by color, that feeds into top tier master calendar. Easy system to update and maintain listings. If possible, the ability for outside users to submit events that admins approve.
- Simple, web-based content management system (CMS), based on the WYSIWYG platform. The CMS should allow for the upload and management of multiple media formats on one page. CMS should allow for intra-relation with other managed content, such as blogs and social media.
- The website must allow embedding from YouTube, Facebook, Twitter, Pinterest, and Instagram. Users should be able to easily and directly "like," "share," "tweet," and "pin" posts and other content. The ability of users to post or comment on blog posts directly from the users social media account should be considered.
- Press Release & News area- website should have blog functionality for posting articles, press releases, news clippings, video and other content. These content elements should be featured in a condensed feed on the

homepage of the website.

- Website should use Google Analytics for usage tracking
 - Metrics to include:
 - ✓ Web traffic analysis
 - ✓ Path analysis
 - ✓ Visitor trends
 - ✓ Page views
 - ✓ Top pages
 - ✓ Exit pages
 - ✓ Page-length stay
 - ✓ Technical analysis of browsers and platforms
- SEO- Website should use best practices for search engine optimizations.
- Ability to embed GIS maps and interactive functions for maps and overlay districts.
- Ability of site to accommodate users with visual disabilities.
- Website should be optimized for mobile devices automatically. If this is not available from candidate, options for mobile optimization and time of implementation should be included as a separate line item.
- Ability to embed specific modules from various designers to increase effectiveness of site
 - Modules will be utilized from EDSuite, Chamber Builders, Tyler Technologies, 1776 Productions.
 - Other modules may be utilized if needed.

QUOTE SECTION

1. Proposer Information

Firm Name: _____

Contact Name: _____

Principal Address: _____

Phone: _____ Fax: _____

Email: _____

Local Address: _____

Type of Organization: _____

2. Cost.

Hourly Rate	Position/Function	Hrs Needed	Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL PROJECT COST			_____

3. References (Must be provided):

Provide names, addresses and telephone numbers of government agencies/business to which you have provided similar goods or services.

A. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or Services supplied and when provided: _____

B. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or Services supplied and when provided: _____

C. Entity: _____

Address: _____

Contact: _____

Phone: _____

Goods or Services supplied and when provided: _____

4. Intent to be Bound by Proposal: _____

(Signature of Individual Authorized to Sign Proposal)

(Printed Name of Individual Authorized to Sign Proposal)

City of Cottonwood Purchase Order Standard Terms & Conditions

- 1. Acceptance-Agreement** Seller's commencement of work on the goods/services subject to this purchase order or shipment/performance of those goods/services, whichever occurs first, is considered an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms contained on the face of this purchase order. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/services, but are considered a material alteration, and this offer will be considered accepted by Seller without additional or different terms. If this purchase order is considered an acceptance of a previous offer by Seller, the acceptance is limited to the express terms contained on the face of this purchase order.
- 2. Termination for Convenience** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Seller must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Seller will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Seller will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller must not unreasonably anticipate the requirements of this order.
- 3. Cancellation for Cause** City may also cancel this order or any part of this order with seven (7) days written notice for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Seller for any amount, and Seller is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- 4. Proprietary Information-Confidentiality-Advertising** Seller must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this contract, unless Seller obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Seller for City in connection with this order. Seller must not advertise or publish the fact that City has contracted to purchase goods from Seller, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Seller to City is to be considered secret or confidential, unless otherwise agreed in writing, and Seller has no rights against City with respect to this information except any rights as may exist under patent laws. Seller recognizes that City's employees have no authority to accept any information in confidence.
- 5. Warranty** Seller expressly warrants that all goods or services furnished under this agreement must conform to all specifications and appropriate standards, must be new, and free from defects in material or workmanship. Seller warrants that all goods or services will conform to any statements made on the containers or labels or advertisements for the goods or services, and that any goods must be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished must be merchantable, and safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which City intends to

use the goods or services, Seller warrants that the goods or services are fit for that particular purpose. Seller warrants that goods or services furnished conform in all respects to the samples. Inspection, test, acceptance or use of the goods or services furnished do not affect the Seller's obligation under this warranty, and the warranties survive inspection, test, acceptance and use. Seller's warranty runs to City, its successors, and assigns. Seller agrees to replace or correct defects of any goods or services not conforming to the this warranty promptly, without expense to City, when notified of any nonconformity by City, provided City elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Seller, may make any corrections or replace any goods and services and charge Seller for the cost incurred by City in doing so. Seller recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Seller. In this event, Seller must reimburse City for the costs, delays, or other damages which City has incurred.

6. **Price Warranty** Seller warrants that the prices for the goods or services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Seller reduces its price for the goods or services during the term of this order, Seller agrees to reduce the prices correspondingly. Seller warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.
7. **Force Majeure** City may delay delivery or acceptance occasioned by causes beyond its control. Seller must hold the goods at the direction of the City and deliver them when the cause affecting the delay has been removed. City is responsible only for Seller's direct additional costs in holding the goods or delaying performance of this agreement at City's request. Seller is also excused if delivery is delayed by the occurrence of unforeseen and unforeseeable events, provided Seller notifies City of those events as soon as they occur, and gives City its best estimate of revised delivery dates. If any delay exceeds 30 days from the original delivery date, City may cancel this order without any liability. If Seller's production is only partially restricted or delayed, it must use its best efforts to accommodate the requirements of City, including giving this order preference and priority over those of other customers which were placed after this order.
8. **Patents** Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against City or its agents, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished, and Seller further agrees to indemnify City and its agents against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any suit or proceeding, including any settlement or decree of judgment. City may be represented by and actively participate through its own counsel in any suit or proceeding if it so desires, and the costs of representation must be paid by Seller.
9. **Indemnification** Seller must defend, indemnify and hold harmless City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification is in addition to the warranty obligations of Seller.
10. **Insurance** In the event that Seller's obligations require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on City's property, or property of City's customers, the Seller agrees that all work will be done as an independent contractor and that the persons doing the work are not considered employees of the City. Seller must maintain all necessary insurance coverages, including public liability and Workers' Compensation insurance. Seller must

defend, indemnify and hold harmless City from any and all claims or liabilities arising out of the work covered by this paragraph.

11. **Changes** City has the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment will be made and this agreement will be modified in writing accordingly. Seller agrees to accept any changes subject to this paragraph.
12. **Inspection/Testing** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Seller at its expense and in addition to City's other rights. City may charge Seller all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Seller from the obligation of testing, inspection and quality control.
13. **Entire Agreement** This purchase order and any documents referred to on the face of this purchase order, constitute the entire agreement between the parties.
14. **Assignments and Subcontracting** No part of this order may be assigned or subcontracted without first obtaining the written approval of City.
15. **Risk of Loss** Seller bears all risk of loss on items covered by this order until final acceptance at City's location.
16. **Shipment** If in order to comply with City's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs that result must be paid for by Seller unless the necessity for this rerouting or expedited handling has been caused by City. Seller bears all risk of loss of all merchandise covered by this order until the merchandise has been delivered to the designated destination.
17. **Waiver** City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.
18. **Delivery** Time is of the essence of this contract. If delivery of items or rendering of services is not completed by the time promised, City reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered. City may purchase substitute items or services elsewhere and charge Seller with any loss incurred. Delivery terms are F.O.B. destination.
19. **Limitation on City's Liability-Statute of Limitations** In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach of this agreement will in no case exceed the unit price allocable to the goods or services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach on the part of City as to the goods or services delivered must be commenced within 1 year after the cause of action has accrued.

20. **Legal Arizona Worker's Act** Only Sellers providing services to the City are subject to the provisions of this Act. Under the provisions of A.R.S. §41-4401, the Seller warrants to City that the Seller and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Seller and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A). A breach of this warranty by the Seller or any of its subcontractors will be considered a material breach of this Contract and may subject the Seller or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Seller will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Seller's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City. City retains the legal right to inspect the papers of any employee of the Seller or any subcontractor who works on this Contract to ensure that the Seller or any subcontractor is complying with the warranty given above. City may conduct random verification of the employment records of the Seller and any of its subcontractors to ensure compliance with this warranty. The Seller agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.
21. **Independent Contractor** Any services provided under this Purchase Order are those of an Independent Contractor, not an employee. The City will report the value paid for any such services each year to the Internal Revenue Service (I.R.S.) using Form 1099. Withholding of income tax is not deducted from contractual payments. As a result of this, you may be subject to I.R.S. provisions for payment of estimated income tax. Consult the local I.R.S. office for current information on estimated tax requirements. Failure to comply may subject you to a penalty.
22. **Arizona Law** This Order/Contract shall be governed and interpreted according to the laws of the State of Arizona.
23. **Attorney's Fees** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Order/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.
24. **Conflict of Interest** The City may cancel any order, contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the order/contract on behalf of the City's departments or agencies is, at any time while the order/contract or any extension of the order/contract is in effect, an employee of any other party to the order/contract in any capacity or a Supplier/Contractor to any other party to the order/contract with respect to the subject matter of the order/contract. The cancellation shall be effective when written notice from the City is received by all other parties to the order/contract, unless the notice specifies a later time (A.R.S. §38-511).
25. **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.
26. **Payment Terms** The City'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:

27. **Chemicals** Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City 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 property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City 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 Cont'd 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 for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.
28. **Compliance with Federal and State Laws** The City has entered into this Contract with the Bidder/Seller/Contractor relying on his knowledge and expertise to provide the goods and/or services contracted for. As a part of that reliance, the Bidder/Seller/Contractor 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/Seller/Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. 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".
29. **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.

ACCEPTANCE OF TERMS AND CONDITIONS AFFIDAVIT

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

PHONE #: _____ **FAX #:** _____

EMAIL ADDRESS: _____

DATE: _____

CERTIFICATE OF INSURABILITY

I hereby certify that as a Respondent to the City of Cottonwood (City) for Request for Quotes for **Website Design Services**, I am fully aware of the insurance requirements contained in the Request for Quotes and by the submission of this quote. I hereby assure the City that I am able to produce the insurance coverage required should I be selected to be awarded the quote.

Should I be awarded the quote by the City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this quote and shall be subject to penalties up to and including termination of the quote at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by the City.

Signature of Bidder

Company

Date

CONTRACTOR IMMIGRATION WARRANTY

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Printed Name: _____

Title: _____

Date (month/day/year): _____

INDEMNIFICATION STATEMENT

The Contractor assumes and agrees to hold harmless, indemnify and defend the City, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by the Contractor where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of the Contractor, its employees, subcontractors, or agents. The City assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this contract except for payment of price or consideration as stated or referred to herein or allowed by law. The Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the City or its employees.

ACCEPTANCE OF TERMS AND CONDITIONS:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____