

**REQUEST FOR
STATEMENTS OF QUALIFICATIONS**

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **PR 22-037**

Solicitation Title: **Amusement Activities for City Events**

Release Date: **January 12, 2022**

Advertisement Date: **January 12 & January 19, 2022; SW Valley Republic
January 13, 2022; AZ Business Gazette**

Non-Mandatory
Pre-Submittal Conference: **January 19, 2022, 3:30 p.m. (local time, Avondale, Arizona)
Please see City's Solicitation Page on Vendor Registry**

SOQ Due Date and Time: **City of Avondale will accept and process Contract
Application on an ongoing basis until December 31, 2022.**

Notice of Intend to Award: **The City will determine the qualification of firms with 21
calendar days after the receipt of Contractor Application**

City Representative: **Jill Lin** ilin@avondaleaz.gov
623-333-2047

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

Table of Contents

<u>Section A</u>	<u>Page</u>
I. RFQ Process	3
II. Contractor Application Format; Scoring	6
III. Request for Quotations Process; Award of Agreement	7
IV. Contractor Application	9
 <u>Section B</u>	
Sample Professional Service Agreement	12
Exhibit A Scope of Work	27
Exhibit B Contractor Application	30
Exhibit C Purchase Order(s)	31

SECTION A

PART I. REQUEST FOR STATEMENT OF QUALIFICATION (“RFQ”) PROCESS

1.1 Purpose; Background. City of Avondale is seeking provisions for Amusement Activities and Rentals, including, but not limited to, entertainment, inflatable toys, rock wall, obstacle course, event supply rentals, and carnival games to enhance and engage a variety of audiences at the City’s Signature and Community Event series on an as-needed basis (“Services”). City events may have attendance from 1,000 to 20,000 people. Events are multifaceted and may follow both single and multi-day formats. Currently, the City’s event schedule is listed on the following webpage: <https://www.avondaleaz.gov/government/departments/parks-recreation>.

A. Event Specification. The specifications for each event will be further developed by the City based on the event and audience.

B. Ongoing List. The City will accept Contractor Applications from interested vendors on an ongoing basis. The City will maintain and publish the Prequalified Contractors List on the City’s website under the Parks and Recreation Department: <https://www.avondaleaz.gov/government/departments/parks-recreation/get-involved>

1.2 Preparation/Submission of Contractor Application. Vendors are invited to participate in the competitive selection process for the Prequalified Contractors List as outlined in this RFQ. Responding vendors shall review their Contractor Application submissions to ensure the following requirements are met.

A. Irregular or Non-responsive Contractor Application. The City may consider as “irregular” or “non-responsive” and reject any Contractor Application not prepared and submitted in accordance with this RFQ, or any Contractor Application lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. A Contractor Application may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

(1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the services.

(2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.

(3) Vendor cannot demonstrate financial stability

(4) Contractor’s Application contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Contractor Application.

B. Required Submittal. Interested parties shall submit a completed Contract Application and any applicable typed statement required in the application and submit them via email to ProcurementOffice@avondaleaz.gov

SECTION A

C. Contractor Responsibilities. All interested vendors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting an Contractor Application and (iv) submit the entire Contractor Application .

D. Amendment/Withdrawal of Contractor Application. Any erasures, interlineations, or other modifications in the Contractor Application shall be initialed by the authorized person signing the Contractor Application. The withdrawal of Contractor Application shall be requested in writing by the authorized person who signed the Contractor Application.

1.3 Cost of Contractor Application Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. A Contractor Application submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The vendor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any questions related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing or via e-mail. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff will not be answered. Within two business days following receipt of a written or e-mailed question, an answer will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the City and who legibly provided a mailing address, facsimile number and/or e-mail address to the City.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the Contractor Application submittal. Failure to indicate receipt of the addendum may result in the Contractor Application being rejected as non-responsive.

1.6 Public Record. All Contractor Application shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.7 Confidential Information. If a vendor believes that a Contractor Application or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform

SECTION A

the vendor in writing of such determination.

1.8 Licenses & Permits. Contractor and each subcontractor will be responsible to obtain all required licenses and permits, Contractor will pay any and all license and permit fees

1.9 Certification. By submitting a Contractor Application, the vendor certifies:

A. No Collusion. The submission of the Contractor Application did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Contractor Application. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative on the cover of this RFQ. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted Contractor Application and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of an agreement.

E. Violations of Law. Contractor shall disclose any citation by the United States Department of Labor or the United States Department of Homeland security or from any political subdivision of the United States or any state for violation of the Federal Fair Labor Standards Act, the Occupational Safety and Health Act or the Immigration Reform and Control Act within the prior five (5) years.

F. No Signature/False or Misleading Statement. The signature on the application of the Contractor Application is genuine and the person signing has the authority to bind the Contractor. Failure to sign the Contractor Application, or signing it with a false or misleading statement, shall void the submitted Contractor Application and any resulting agreement.

G. Agreements. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Service Agreement including any Exhibits and agrees to be bound by its terms.

SECTION A

1.10 Offer. A Contractor Application submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Contractor’s responsive Contractor Application, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment.

1.11 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Contractor Application submitted or portions thereof and (iii) reissue an RFQ.

1.12 Protests. Any vendor may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

PART II. CONTRACTOR APPLICATION FORMAT; SCORING

2.1 Prequalified Contractors List

A. Term of Prequalified Contractors List. The Prequalified Contractors List will be used to invite Contractors to submit quotations to provide amusement activities, rental, and services on specific event assignments. Contractors selected for inclusion on the Prequalified Contractors List are required to execute the City’s standard Professional Services Agreement and will be eligible to submit quotations on events throughout the term of agreement; provided, however, that City staff will verify Contractors’ qualifications when reviewing quotations submitted in response to a Request for Quotations as set forth in Part IV herein.

B. Review Period. Interested Vendors must submit an application using the form provided in Part IV. The City will review, determine, and categorize the qualification of applicant approximately 21 calendar days after receipt of submittal. Contractor selected for the Prequalified Contractors List will be notified, and the Prequalified Contractors List will be available on the City’s Parks and Recreation Department (“PR”) website under Get Involved! <https://www.avondaleaz.gov/government/departments/parks-recreation/get-involved>.

2.2 Proposal Format and Scoring. Upon receipt of a Contractor Application, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee composed of representatives from the City. The Contractor Application shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Contractor Application is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Contractor Application based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

- | | | |
|----|---------------------------------|--------|
| A. | Respondent qualifications | 20 pts |
| B. | Past experience, and references | 20 pts |

SECTION A

- C. Proposed method and approach to fulfill the City’s needs 25 pts
- D. A list of amusement activities and/or services vendor can provide 35 pts

Total Possible Points for Contractor Application Submittal is 100 and Applicants must score a minimum of 75 points in total for inclusion on the Prequalified Contractors List.

PART III. REQUEST FOR QUOTATIONS PROCESS: AWARD OF AGREEMENT

3.1 Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services.

3.2 Form of Agreement. The selected Vendor will be required to execute the City’s standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. The City reserves the right to terminate the selection process at any time.

3.3 Request for Quotations. Request for Quotations contain the following information: (i) Event description, schedule, and location (ii) specifications developed by the City based on the event and audience, and (iii) Quotation submission methods and deadline.

A. Based on the event, audience and developed specification, the City will send Request for Quotation to the Pre-Qualified Contractors within the suitable categories.

B. The Contractors may submit quotations for select Events. The submission must be on time and in accordance with the specification provided.

C. Award shall be made to the responsible bidder submitting the quotation which is most advantageous to the City and conforms to all material aspects to the Request for Quotation. The City will issue a purchase order to the awarded Contractor prior to the event.

D. The City will issue Purchase Orders to the awarded Contractor, and all changes to the specification and price shall be processed through a Purchase Order Change Order. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this RFQ. Purchases will only be made when the City chooses to move forward with a pending event and proper authorization and documentation have been approved.

E. The City reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the City agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The City will not reimburse the Contractor for any costs incurred after receipt of City notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order or for anything not expressly permitted pursuant to this Agreement.

3.4 Excluded Contractors. The City reserves the right to exclude from consideration any Contractor who has had any contract terminated for non-compliance, has any pending, unresolved

SECTION A

litigations, or is listed as a debarred contractor at the Federal System for Award Management.

3.5 Satisfactory Performance. The awarded Contractor will perform the work in accordance with the contract documents and event specifications. If the work performed by the Contractor is found to be unsatisfactory by the City, the City may remove the Contractor's name from the Prequalified Contractors List.

PART IV. CONTRACTOR APPLICATION

1. Contact Person for PR 22-037 Contractor Application:

Name:	Phone Number:	Email:
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2. Company Information:

Company Name:		
Arizona Corporation Commission Entity #:	Arizona Sales Tax Number:	
Company Address:		
City:	State:	Zip Code:
Years in business:	Number of Employees	

3. Principal of Company:

Name:	Title:	
Phone Number:	Email:	
Company Address:		
City:	State:	Zip Code:

4. Respondent Qualifications:

Key Member 1.	Job Title:	Years of Experience:
Duties:		
<input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Optional)		

Key Member 2.	Job Title:	Years of Experience:
Duties:		
<input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Optional)		

Key Member 3.	Job Title:	Years of Experience:
Duties:		
<input type="checkbox"/> Yes, copies of licenses/certifications/resume have been attached. (Optional)		

PART IV. CONTRACTOR APPLICATION

5. Experience and References:

Event 1. Description of Event and the Activities Provided:		Start Date:
		End Date:
Key personnel for this event:		
Client Name:	Client Email:	Client Phone Number:
Client Address:		

Event 2. Description of Event and the Activities Provided:		Start Date:
		End Date:
Key personnel for this event:		
Client Name:	Client Email:	Client Phone Number:
Client Address:		

Event 3. Description of Event and the Activities Provided:		Start Date:
		End Date:
Key personnel for this event:		
Client Name:	Client Email:	Client Phone Number:
Client Address:		

6. Proposed Method and Approach: Please provide a typed statement, no more than three pages to describe your method and approach on (1) Scheduling Process, (2) Mobilization, Setup, Teardown and Demobilization and (3) Customer Services and Event Support Services.

<input type="checkbox"/> Yes, a copy of the Statement of Method and Approach has been attached.

7. Claims: Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

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PART IV. CONTRACTOR APPLICATION

8. Amusement Activities and Event Equipment Rental Catalog:

Yes, a copy of the latest catalog has been attached.

9. Signed W-9 Form:

Yes, a copy of the signed W-9 form has been attached.

10. Proof of Liability Insurance:

Acknowledged. Vendor understands that upon award of contract, Vendor will provide proof of Certificate of Insurance and page of endorsement. Insurance coverage must be in compliance with City of Avondale insurance requirements listed in the most recent Standard Terms and Conditions on City's website <https://www.avondaleaz.gov/government/departments/finance-budget/standard-terms>

11. Compliance with laws:

- Acknowledged. Vendor understands and will comply with:
1. Immigration Reform and Control Act of 1996 as amended
 2. Occupational Safety and Health Act as amended
 3. Fair Labor Standards Act, as amended
 4. Arizona Minimum Wage Act, as amended

Interested parties shall complete and submit the Contract Application and required supporting document and typed statement to ProcurementOffice@avondaleaz.gov

Company Name: _____

Authorized Signature: _____ Date: _____

SECTION B

**SAMPLE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[VENDOR]**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of the day signed below, between the City of Avondale, an Arizona municipal corporation (the “City”), and [VENDOR], a(n) _____ (the “Contractor”).

RECITALS

A. The City issued a Request for Statement of Qualifications, PR 22-037” (the “RFQ”), a copy of which is on file in the City Procurement Department and incorporated herein by reference, seeking contractor application from vendors to provide amusements activities and rentals including but not limited to entertainment, inflatable toys, rock wall, obstacle course, event supply rentals and carnival games to enhance and engage a variety of audiences at Avondale’s Signature and Community Event series on an as-needed basis (the “Services”).

B. The Contractor responded to the RFQ by submitting a Contractor Application (the “Application”), which is on file in the City Procurement Department and which is incorporated herein by reference.

C. The City determined that the Contractor was eligible to be placed on the Prequalified Contractor List and the City desires to enter into an Agreement with the Contractor for the services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 20__ (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (the “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for subsequent year(s), unless the Contractor notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Contractor notifies the City in writing of any rate increase and the City approves

SECTION B

the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the Purchase Order attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

SECTION B

PR 22-037

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from,

SECTION B

nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

SECTION B

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the

SECTION B

phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall 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 Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally

SECTION B

liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement

SECTION B

is in effect, an employee of any other party to this Agreement in any capacity or a Contractor to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

SECTION B

PR 22-037

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

SECTION B

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement 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 enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Cherlene Penilla , Acting City Manager

With copies to: City of Avondale
 11465 West Civic Center Drive
 Avondale, Arizona 85323
 Attn: Procurement Division

SECTION B

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Attorney

If to Contractor: _____

Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of 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, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration

SECTION B

of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Work Order, the RFQ and the Contractor Application, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

SECTION B

PR 22-037

14.22 Compliance with the Federal Fair Labor Standards Act; Occupational Health and Safety Act, Immigration Reform and Control Act and Arizona state statutes pertaining to minimum wages and employee leave requirements.

14.22.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

14.22.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

14.22.3 Withholding for unpaid wages and liquidated damages. The City of Avondale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

14.22.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 14.22.1 through 14.22.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

14.23 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

[SIGNATURES ON FOLLOWING PAGES]

SECTION B

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Cherlene Penilla , Acting City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

“Contractor”

[VENDOR]
a(n) _____

By: _____

Name: _____

Title: _____

SECTION B

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[VENDOR]

[Scope of Work]

See following pages.

SECTION B

SCOPE OF WORK

City of Avondale is seeking provisions for Amusement Activities and Rentals, including, but not limited to, entertainment, inflatable toys, rock wall, obstacle course, event supply rentals, and carnival games to enhance and engage a variety of audiences at the City's Signature and Community Event series on an as-needed basis. City events may have attendance from 1,000 to 20,000 people. Events are multifaceted and may follow both single and multi-day formats. Currently, the City's event schedule is listed on the following webpage: <https://www.avondaleaz.gov/government/departments/parks-recreation>.

REQUIREMENTS

The specifications for each event will be developed by the City based on the event and audience. The City will send Request for Quotation to the Pre-Qualified Contractors within the suitable categories. for quotations.

1. **General Requirements:** For all events, the Contractor shall be responsible for the following requirements:
 - 1.1. Provide equipment and staff to run the equipment requested at each event.
 - 1.2. Deliver and set up prior to event start time and tear down and remove immediately after event end time.
 - 1.3. Each event will have a designated onsite supervisor who will coordinate with city staff.
 - 1.4. All equipment is run by company staff and held down by filled water barrels (provided by contractor) when applicable.
 - 1.5. Water will be provided by the city. Contractor will provide all necessary generators.
 - 1.6. The contractor will provide all labor, tools, equipment, and materials to perform the services. The contractor will coordinate with other City contractors as necessary.
 - 1.7. The contractor shall leave the work area in a clean, "broom swept" state upon completion of the work at the end of each workday. The contractor must dispose of all debris generated in an appropriate manner. The contractor shall be responsible for all safety training, procedures and requirements.
 - 1.8. Contractor shall ensure that all personnel engage in conduct appropriate for youth and family events.
 - 1.9. Equipment and concession set up for any events must be in compliance with all local and state health and fire codes and are subject to inspection by the Fire Marshal, City staff, and/or Maricopa County Health Department. All applicable permits and inspection reports must be obtained and sent to City Staff prior to the events.
 - 1.10. Operate and maintain all equipment in such a manner as to avoid the creation of a nuisance, protect the health, safety and general welfare of its employees, persons in attendance or who use the equipment at the event, and those who work or reside in the area where the event will be held.

SECTION B

- 1.11. Any amusement equipment to be provided shall be clean and well maintained. Any seating surfaces must be free of excessive wear, tears etc. The City reserves the right to refuse equipment which does not meet these standards.
 - 1.12. Prior to contract award, the selected vendor shall be registered with Arizona Corporation Commission, and the entity status must be active
2. Carnival Services Requirements: In addition to the General Requirements, Carnival Vendors shall comply requirements including but not limited to:
- 2.1. Contractor shall include insurance coverage for carnival midway
 - 2.2. Contractor shall furnish a copy of valid insurance certificate to the City before carnival opens.
 - 2.3. Contractor shall include City of Avondale as Additional Insured upon award of contract.
 - 2.4. Arizona Revised Statutes Title 44, Section 44-1799.63:
 - A. An amusement ride owner or operator shall:
 1. Have the amusement ride inspected at least once a year by an insurer, a person with whom the insurer has contracted or an amusement ride inspector provided by a municipality or county who is experienced and educated in amusement ride inspections in compliance with the amusement rides and devices standards of the American society of testing and materials. If an inspection reveals that the amusement ride does not meet the amusement rides and devices standards of the American society of testing and materials or requires repair or replacement of equipment, the inspector shall notify the owner or operator and shall not issue the written certificate of inspection until the owner or operator meets the standards and makes the repairs or installs the replacement equipment.
 2. Maintain at all times a written certificate of the annual inspection.
 3. Procure insurance for the amusement ride from an insurer authorized to do business in this state pursuant to section 20-217 or by an insurer on the list of qualified unauthorized insurers pursuant to section 20-413, insuring the owner or operator against liability for injury to persons arising from the use of the amusement ride, in an amount of not less than one million dollars for bodily injury and five hundred thousand dollars for property damage per occurrence or in an amount of two million dollars per occurrence for a combined single limit.
 4. Maintain at all times the written permit for operation of the amusement ride issued by the municipality or county.
 5. Provide to each sponsor, lessor or property owner of the property where the amusement ride is operated documentation of compliance with the insurance, inspection and permit requirements of this article.

SECTION B

6. Maintain for a period of at least two years accurate records of any governmental action taken in any state relating to the amusement ride, including any operation permits, insurance certificates, inspection reports, incident reports, maintenance and operational records and records documenting the repair or replacement of equipment used in the operation of the amusement ride. A copy of these records shall be provided to the municipality or county at the time of application for a permit under section 44-1799.62.
 7. Maintain for a period of at least two years accurate records of serious injuries actually caused by the amusement ride that are consistent with the recording standards of the American society of testing and materials. The injury records are not subject to public inspection except upon demand of a municipal or county peace officer or enforcement official. A copy of these records shall be provided to the municipality or county at the time of application for a permit under section 44-1799.62.
- B. An amusement ride operator may deny entry to the amusement ride of any person if, in the opinion of the operator, the entry may jeopardize the safety of the person or any other amusement ride patron.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[VENDOR]

[Contractor Application]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
[VENDOR]

[Purchase Orders]