



## **CITY OF GLOBE**

### **REQUEST FOR STATEMENTS OF QUALIFICATION**

RSOQ NUMBER: 2019-0014

MATERIAL OR SERVICE: PROFESSIONAL OPERATIONAL CONSULTING  
and SUPPORT SERVICES FOR CITY OF  
GLOBE WATER and WASTEWATER SYSTEMS

SOQ DUE DATE & TIME: Tuesday April 2, 2019, 2:00 P.M. LOCAL AZ  
SOQ SUBMITTAL LOCATION: TIME  
City Hall, 150 N Pine St, Globe, AZ 85501

WRITTEN INQUIRY DELIVERY: MAIL or EMAIL or In-Person  
INQUIRIES DEADLINE DATE & TIME: Tuesday, March 19, 2019, 5:00 P.M. LOCAL AZ  
LOCATION: TIME  
EMAIL: City Hall, 150 N Pine St, Globe, AZ 85501  
[bids@globeaz.gov](mailto:bids@globeaz.gov)

FINALIST INTERVIEWS & SELECTION: TBD

AWARD DATE: April 10, 2019

CONTACT: CARL DUDDING  
EMAIL ADDRESS: [cdudding@globeaz.gov](mailto:cdudding@globeaz.gov)

## **INTRODUCTION**

The City of Globe will accept competitive sealed statements of qualifications for Professional Operational Consulting and Support Services for City of Globe Water and Wastewater System at 2005 N. Pinal Creek Road, Globe, AZ 85501 until the date and time detailed above. All submittals shall be completed in ink or typewritten. Submitters are strongly encouraged to carefully read the *entire* Request for Statement of Qualifications.

SOQ's must be in the actual possession of the City Clerk at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered. The prevailing clock shall be the City Clerk clock.

RSOQ's must be submitted in a sealed envelope. The Request for Statements of Qualifications number and the firm's name and address should be clearly indicated **on the outside** of the envelope. All submittals must be completed in ink or typewritten. All questions must be submitted in writing and submitted to [bids@globeaz.gov](mailto:bids@globeaz.gov).

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.globeaz.gov/business/bid-on-new-contracts>

The City does not mail out Notices of available solicitations via the U.S. Postal Service.

**Publish Dates: Wednesday, March 6, 2019 & Wednesday, March 13, 2019**

## SUBMITTAL

To the City of Globe: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below submits on its behalf to the City an RSOQ that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications (No: 2019-0014) issued by the City, referred to hereafter as the "Request for Statement of Qualifications" or RSOQ." Any exception to the terms contained in the Notice of Request for Statement of Qualifications must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Statement of Qualifications package issued by the City.

### Submitter Information

Company Name:	
Address:	
City, State, ZIP:	
License Number:	
Federal EIN:	
Contact Name:	
Email Address:	
Phone Number:	

### Addendum Acknowledgment

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## INSTRUCTIONS TO SUBMITTERS

1. PREPARATION OF Submittal:
  - a. Telegraphic (facsimile), electronic mail or Mailgram submittals will not be considered.
  - b. The RSOQ shall be submitted with an original ink signature by a person authorized to sign the RSOQ.
  - c. Erasures, interlineations, or other modifications in the RSOQ shall be initialed in original ink by the authorized person signing the RSOQ.
  - d. Periods of time, stated as number of days, shall be calendar days.
  - e. It is the responsibility of all Submitters to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting the RSOQ. Negligence in preparing the RSOQ confers no right of withdrawal after RSOQ due date and time.
2. INQUIRIES: Any question related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail to [bids@globeaz.gov](mailto:bids@globeaz.gov). Any correspondence related to a *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications* ID, page, and paragraph number. However, the Submitter shall not place the *Request for Statement of Qualifications* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed offer and may not be opened until after the official *Request for Statement of Qualifications* due date and time.
3. SUBMITTAL FORMAT: *A total of one (1) unbound original document (labeled original) and three (3) copies of the submittal shall be submitted in the format indicated in the RSOQ Format and Requirement section of the RSOQ.*
4. DUE DATE AND TIME: Submitters must submit RSOQ's to the City Clerk by the date & time, at the address or physical location listed on the Introduction/Submittal Sheet. Late submittals will not be accepted.
5. SUBMITTAL OPENING: RSOQ's shall be opened following the time and at the place designated on the cover page of this document. The name of each Submitter and the identity of the Request for Statements of Qualifications for which the RSOQ was submitted shall be publicly read and recorded in the presence of a witness. Submittals, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. After award of the RSOQ, all submittals, excluding proprietary information, and the evaluation documentation shall be open for public inspection.
6. WITHDRAWAL OF SUBMITTAL: At any time prior to the specified RSOQ due date and time, a Submitter (or designated representative) may withdraw the RSOQ. Telegraphic (facsimile), electronic mail or Mailgram submittal withdrawals will not be considered.
7. ADDENDUM OF RSOQ: Receipt of an RSOQ Addendum shall be acknowledged on Page 2 of this RSOQ and by signing and returning the addendum with the submission of the RSOQ.

8. EVALUATION: The City of Globe shall evaluate the qualifications of submitters based upon the following criteria listed below in relative order of importance.
  - a. Firm's demonstrated experience in major water improvement projects and studies that provide guidance for major infrastructure construction projects.
  - b. References. References and current work history will be confirmed. Negative responses may be a basis for disqualification.
  - c. Overall conformance to Request for Statement of Qualifications (RSOQ) including submittal format and required responses.
9. Discussions and Interviews: After the receipt of submittals, discussions may be conducted with Submitters who submit RSOQ's determined to be reasonably susceptible of being selected for award. The City may, but shall not be required, to conduct personal interviews or require presentation of any or all RSOQ's prior to selection. The City will not be liable for any costs incurred by the Submitter in connection with such interview/presentations or for any other costs associated with responding to this RSOQ.

## **FORMAT AND REQUIRED RESPONSES**

The information set forth in paragraphs below must be included with all submittals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a submittal.

In order for the City to conduct a uniform review process, all RSOQ's must be submitted in the format set forth below. Failure to follow this format may be cause for rejection. RSOQ's will be evaluated based upon scoring criteria listed below:

1. **Submittal Sheet**: The attached Introduction/Submittal Sheet (Page 1 & 2 of this RSOQ) must be completed and returned with the Submitter's RSOQ. Failure to return the Submittal Sheet and to sign it, is grounds for the City to reject a submittal.
2. **Letter of Transmittal: (Limit to two pages)**: A letter of transmittal must be submitted with a Submitter's RSOQ. The letter must include: **(40 points)**
  - a. A statement of the Submitter's understanding and approach to providing the services required by the RSOQ listed in the scope of work.
  - b. The names of the persons who are authorized to make representations on behalf of the Submitter (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the Firm to contract with the City.
3. **Firm Overview: (Excluding attachments, limit to one page): (60 points)**
  - a. Your firm is in what primary line of business?
  - b. Does your firm have at least one office located in the State of Arizona?
  - c. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the principles of the firm have been in business related to this type of work.

4. Disclosures: (Limit to one page): Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City.
5. Confidential Information: If a person believes that a submittal, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified.

The information identified by the person as confidential shall not be disclosed if the City makes a written determination that the information is confidential. The City will advise the Firm submitting such information of the City's determination before making such information public.

## **SCOPE OF SERVICE**

### **I. INTRODUCTION**

The City of Globe is interested in retaining a firm to provide Professional Operational Consulting and Support Services for City of Globe Water and Wastewater Systems. For these services the selected entity may be asked to provide but is not limited to:

- Provide qualified staff to serve as the "Operator of Record".
- Assist City staff in understanding proper facility operations and routine preventative maintenance, this would include in-house testing procedures, process control, record keeping and reporting, housekeeping, observation, and oversight of routine preventative maintenance of the water and wastewater facilities per industry standards.
- Evaluate and work with CITY staff to make necessary operational changes within the water and wastewater facilities needed to maintain proper operation per industry standards.
- Evaluate and make recommendations for necessary operational procedure changes within the water and wastewater facilities.
- Assess CITY staff performance of preventative maintenance per industry standards.
- Train and assist CITY staff with preparation of reports for the regulatory agencies.
- Advise CITY relating to regulatory agency issues.
- Consult weekly with the designated City representative to ensure adequate communication.
- Representation of the City, as assigned, related to the Water and Wastewater System Issues.
- Working at the direction of the City to secure financing and contracts for infrastructure improvements.
- Assisting City Staff in Program and Project Management for Non-WIFA Funded Utility Projects.
- Aid in the Review and Selection of Equipment and Systems that Support the Utility.
- Upon Request, provide Periodic Reports and Presentations to City Council.
- Perform Site Visits and Operational Observations.
- Assist in the Commissioning and Start-Up Services as Requested.
- May also provide other water and wastewater infrastructure support services to the City, which are determined to be in the best interests of the City. These services will be provided under an approved Task Order, as a Supplemental Service per the pre-agreed to negotiated rates.
- Be available to respond to supplemental service requests and emergency conditions at the request of CITY. This includes phone consultation. Should Operational Consultant be requested by the CITY to respond on site to emergency conditions, such services are authorized as a Supplemental Service, and will be followed by a written report upon request and priced out per the pre-agreed to negotiated rates
- Attend Confidential Meetings with the City and City's Legal Counsel.

## **II. BACKGROUND**

The City of Globe operates the following drinking water facilities:

- Sources: 6 drinking water wells
- Treatment: chlorination at well sites
- Storage: 8 facilities across service area to manage multiple high to low pressure zones
- Boosters/Pumps/Valves: 6 major facilities to manage multiple high to low pressure zones
- Distribution and transmission lines

The City's water storage and distribution facilities were constructed and installed by private individuals, mining companies, the City, and other parties over the past 100 years within, primarily, five major phases in 1907, 1934, 1940, 1953, and 1972. The distribution lines include a wide variety of non-conforming and obsolete materials including asbestos, steel with lead joints, AP, PVC, and wood/tar paper. Additionally, many of the transmission and distribution lines terminate at "dead ends" with stagnant water susceptible to increasing concentrations of organic and inorganic contaminants.

The City has received prior WIFA loans and made significant improvements to the public water system and other public works infrastructure, but there are still numerous water system improvements that are scheduled.

The City of Globe operates the following wastewater facilities:

- 1- 1,200,000 gallon per day Oxidation Ditch Treatment Plant, (1983)
- 1.- Wastewater Lift Station
- Wastewater Collection System

## **III. GENERAL SCOPE OF WORK**

### **I) Scope Introduction**

The City of Globe's goal is to complement and supplement its existing staff with resources available to provide Professional Operational Consulting and Support Services for City of Globe Water and Wastewater Systems. A consultant will assist with effectively and efficiently providing operational consulting and support services.

Our objective is to retain, an entity to provide Professional Operational Consulting and Support Services for City of Globe Water and Wastewater Systems as well as the necessary associated subconsultants with expertise and a broad range of experience in utility operation, maintenance and management specifically in the area of water and wastewater infrastructure. The consultant should have substantial depth of direct experience with remote multiple well sites, SCADA process controls, large and small booster stations, multiple remote storage tanks, wastewater lift stations, oxidation ditch treatment, activated sludge aeration, biosolids management and dewatering, utility asset maintenance, regulatory reporting and permitting and utility facilities capital improvements as well as alternative delivery and funding for capital utility projects.

The selected Consultant will work as an integrated member of the City Public Works and Management team that includes key Public Works staff and staff from associated City departments. It is anticipated that services for planning, design, and construction of projects will be required during the term of the agreement issued pursuant to this RSOQ. These services may be provided as a Supplemental Service.

As priority projects move into implementation, the Consultant may be asked to provide Supplemental Services, pre-agreed to pricing during contract negotiations, for project specific engineering, administration, operations, and management functions for the planning, design, construction, commissioning, and warranty phases of the projects assigned to the Consultant.

Professional Operational Consulting and Support Services for City of Globe Water and Wastewater Systems Consultant duties may also include but are not limited to assisting the City Staff:

**A) General Management**

- Prepare budget(s) and advise on feasibility and cost effectiveness
- Prepare schedules
- Help identify opportunities for improvements
- Program development
- Budget development and utility management
- Cost estimation
- Third party consultant management
- Contract administration

**B) Design and Engineering Management**

- Assist in selecting design teams, including Architects and Engineers, if necessary
- Review design and construction schedules
- Identify long-lead items of material and equipment
- Coordinate plans & specifications
- Coordinate the application of necessary permits

**C) Pre-Construction**

- Advise on bidding competition and assess interest to generate the most favorable pricing
- Review bids/quotes
- Review costs related to budget
- Participate in preconstruction meetings

**D) Construction**

- Provide periodic on-site supervision and observation services
- Coordinate local and state inspections
- Assistance in negotiations with Consultants
- Participate in periodic project and progress meetings
- Review costs related to budget
- Review periodic reports and budget updates
- Review payment requests
- Review punch list and advise on a schedule for corrections
- Assist in resolving disputes arising from the performance of the consultants and contractors

**E) Post-Construction**

- Review punch list
- Assist in final accounting of each construction contract

Note: Anything outside of the above General Scope of Work may be provided as a Supplemental Service under an agreed upon Lump Sum or Hourly Rate plus expense, in an approved Task Order.

**II) Task Order Process**

Operational Consulting and Support Services may also consist of multiple Task Orders issued from time to time. Each Task Order will be assigned as necessary. When assigned and approved, each Task Order will be processed as a contract amendment.



## STANDARD TERMS AND CONDITIONS

1. Certification: By signature in the Submittal section of the Submittal Award Page, the Submitter certifies that:
  - a. The submission of the RSOQ did not involve collusion or other anti-competitive practices.
  - b. The Firm shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Submitter has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted. Failure to sign the submittal, or signing it with a false statement, shall void the submitted RSOQ or any resulting contracts, and the Submitter may be debarred.
2. Gratuities: The City may, by written notice to the Submitter, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Submitter or any agent or representative of the Submitter, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. Applicable Law: In the performance of the resultant contract, Consultants shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Globe including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.
  - a. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.
  - b. The contract is subject to the provisions of ARS § 38-511.
4. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Globe Procurement Code.
5. Contract: The resultant contract between the City of Globe and the Consultant shall include the:
  - (1) RSOQ, including instructions, terms and conditions, scope of work, attachments, and any amendments thereto,
  - (2) the contract terms of the cooperative contract(s) listed on Page 11 of this RSOQ, and
  - (3) the RSOQ submitted by the Firm in response to the RSOQ.

In the event of a conflict in language between the solicitation, the contract or the submittal, the provisions and requirements of the contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms. In addition, the contract shall be amended in the case of a conflict in the manner stated in the contract. The RSOQ shall govern in all other matters not affected by the written contract.

6. Contract Applicability: The Submitter shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Submitter and the City, are not applicable to this RSOQ or any resultant contract.
7. Relationship to Parties: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, 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 Submitter is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Submitter should make arrangements to directly pay such expenses, if any.
8. Subcontracts: The Consultant shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Consultant is responsible for contract performance whether or not Subcontractors are used.
9. Indemnification: To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), to the extent and relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Consultant's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, to the extent caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Consultant or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Consultant may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the Consultant, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings), to the extent and relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or of the City, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. City's duty to defend, hold harmless, and indemnify the Consultant, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, to the extent caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the City or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the City may be legally liable. The amount and type of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

The obligations of this Section 9 shall survive termination of the contract awarded pursuant to this RSOQ.

10. Overcharges by Antitrust Violations: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

11. Force Majeure: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:
  - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- a. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.
12. Right to Assurance: Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform, may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. Right to Audit Records: The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.
14. Right to Inspect Place of Business: The City may, at reasonable times inspect the place of business of a Consultant or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. Inspection: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Consultant's risk and may be returned to the Consultant. If returned, all costs are the responsibility of the Consultant. The Consultant may elect to do any or all:
  - a. Waive the non-conformance
  - b. Stop the work immediately
  - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

16. Liens: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. Licenses: Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to the contract.
18. Patents and Copyrights: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
19. Cost of Submittal: The City shall not reimburse the cost of developing or providing any response to this RSOQ. RSOQ's submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. Public Record: All RSOQ's submitted in response to this RSOQ shall become a matter of public record available for review, excluding proprietary information, subsequent to the award notification, in accordance with the City's Procurement Code.
21. Termination for Non-Appropriation: Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30<sup>th</sup> of each year.
22. Warranties: Vendor warrants that all goods delivered under this contract will conform to the requirements of the contract awarded pursuant to this RSOQ (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by the City shall not alter or affect the obligation of vendor or the right of the City under the foregoing warranties.
23. Cooperative Use of Contract: In addition to the City of Globe and with the approval of the contracted vendor, the contract awarded pursuant to this RSOQ may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. Federal Immigration and Nationality Act (FINA): By entering into the Contract, the Consultant warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Consultant shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Finance Director upon request. These warranties shall remain in effect through the term of the Contract. The CONSULTANT and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.USCIS.GOV](http://www.USCIS.GOV).

- 26 The City may request verification of compliance for any Consultant or subcontractor performing work under the Contract. Should the City suspect or find that the Consultant or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Consultant. All costs necessary to verify compliance are the responsibility of the Consultant.

## **SPECIAL TERMS AND CONDITIONS**

PURPOSE: The City of Globe, intends to establish professional service contract(s). The products and services required are detailed in this RSOQ. Based on an evaluation of the submittal and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm.

1. AUTHORITY: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
2. TERM OF CONTRACT: The term of any resultant contract shall commence on upon the issuance of a valid purchase order following the date of award and shall continue for a one (1) year term, with up to three (3) one-year (1) renewals upon mutual agreement of the parties.
3. PAYMENT: The City will make every effort to process payment for the services within thirty (30) calendar days after receipt of a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
4. TAXES: The City of Globe is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
5. KEY PERSONNEL: It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Consultant must agree to assign specific individuals to the key positions.
  - a. The Consultant agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
6. CONFIDENTIALITY OF RECORDS: The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
7. AWARD OF CONTRACT: Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:

- a. Waive any immaterial defect or informality: or
  - b. Reject any or all submittals, or portions thereof, or
  - c. Reissue a Request for Statement of Qualifications
8. RESULTANT CONTRACT: A contract shall be issued between the City and the successful Submitter(s) following award by the City Council.
9. COMPENSATION EVALUATION: Pursuant to A.R.S. 34-103, *et. seq.*, the most qualified firm or person(s) shall be asked for priced proposals. In the event an agreement cannot be established with the top ranked firm or person(s), the negotiations shall be terminated and the next highest ranked firm or person(s) shall be asked for a priced proposal. This process shall continue in turn with the highest ranked and qualified firm or person(s) until an agreement is reached.
10. INSURANCE: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful Consultant(s) of the intent to issue a contract award. The successful Consultant(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated in the contract. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other Consultant obligations.
11. LICENSES: Consultant shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the Consultant.
12. CONTRACT CANCELLATION: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Consultant to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
  - b. The Consultant fails to complete the work required within the time stipulated in the contract;
  - c. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.
  - d. Upon receipt of the written notice of concern, the Consultant shall have thirty (30) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
    - Cancel the contract;
    - Reserve all rights or claims to damage for breach of any covenants of the contract;
    - Any combination of the above or any other remedies as provided by law.

**\*\*\* END OF RSOQ \*\*\***