

**REQUEST FOR STATEMENTS OF QUALIFICATION:
 RSOQ GS-2017-0031
 PROGRAM MANAGER and CONSTRUCTION SERVICES
 FOR
 PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS
 AND
 GLOBE WATER SYSTEM IMPROVEMENTS**

INTRODUCTION

The City of Globe will accept competitive sealed statements of qualifications for Program Manager and Construction Services related to Public Works Capital Improvement Projects at the address or physical location until the date and time detailed below. Offers must be in the actual possession of the City on or prior to the exact date and time indicated below. Late offers will not be considered. *Offers shall be submitted in a sealed package with “Program Manager and Construction Services related to Public Works Capital Improvement Projects and Globe Water System Improvements” and the Offeror’s name and address clearly indicated on the front of the package.* All offers shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for statement of qualifications.

Pre-submittal Meeting:	July 14, 2017 (10:00 AM) Arizona Time
Offer Due Date:	July 21, 2017
Offer Time:	10:00 AM Arizona Time
Number of Qualifications:	1 unbound original and 5 copies (please label original)
Contact:	Shelly Salazar CMC, City Clerk
E-Mail:	ssalazar@globeaz.gov
Mailing Address:	150 North Pine Street, Globe, Arizona 85501
Location:	150 North Pine Street, Globe, Arizona 85501

OFFER

To the City of Globe: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City an offer that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. 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.

Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ Email: _____
Federal Employer Identification Number: _____	Telephone: _____
_____ Company Name	_____ Authorized Signature for Offer
_____ Address	_____ Printed Name
_____ City State Zip Code	_____ Title

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF OFFER:
 - a. Telegraphic (facsimile) or Mailgram offers will not be considered.
 - b. The offer document shall be submitted with an original ink signature by the person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the offer shall be initialed in original ink by the authorized person signing the Offer.
 - d. If price is a consideration and in case of error of prices in the offer, the unit price shall govern. No offer shall be altered, amended, or withdrawn after the specified offer due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors 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 an offer. Negligence in preparing an Offer confers no right of withdrawal after offer 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 the person whose name appears on the front. 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 Offeror 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. OFFER FORMAT: *A total of one (1) unbound original document (label original) and five (5) copies of the offer shall be submitted in the format indicated in the Offer Format and Requirement section of the RSOQ.*
4. DUE DATE AND TIME: Offerors must submit offers to the City Clerk or designee by 10:00 A.M. Arizona time, on July 21, 2017 at the address or physical location listed on the Introduction/Offer Sheet. Late offers will not be accepted.
5. OFFER OPENING: Offers shall be opened immediately following the time and at the place designated on the cover page of this document. The name of each Offeror and the identity of the Request for statements of qualifications for which the offer was submitted shall be publicly read and recorded in the presence of a witness. Offers, 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 offer, the successful offer and the evaluation documentation shall be open for public inspection.

6. WITHDRAWAL OF OFFER: At any time prior to the specified offer due date and time, an Offeror (or designated representative) may withdraw the offer. Telegraphic (facsimile) or Mailgram offer withdrawals will not be considered.
7. AMENDMENT OF OFFER: Receipt of an RSOQ Amendment shall be acknowledged by signing and returning the document prior to the specified offer due date and time.
8. EVALUATION: The City of Globe shall evaluate the qualifications of offerors 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 offer format and required responses
9. Discussions and Interviews: After the receipt of offers, discussions **may** be conducted with Offerors who submit offers determined to be reasonably suitable of being selected for award. The City **may, but shall not be required,** to conduct personal interviews or require presentation of any or all offers prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

SCOPE OF SERVICES

I. INTRODUCTION

The City of Globe is interested in completing a series of water system improvements and other public works capital improvement projects over the next six (6) years. Globe has acquired financing from the Water Infrastructure Finance Authority (WIFA) for these improvements and is seeking a Program Manager to oversee the design, bidding, construction, provide construction and inspection services, compliance, reporting, and project closeout. The Program Management Company 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.

II. BACKGROUND

The City of Globe operates the following drinking water facilities:

1. Sources: 6 drinking water wells
2. Treatment: chlorination at well sites
3. Storage: 8 facilities across service area to manage multiple high to low pressure zones
4. Boosters/Pumps/Valves: 6 major facilities to manage multiple high to low pressure zones
5. Distribution: Approximately 30 miles of transmission and distribution 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.

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 a consultant but not currently available to the City in an integrated program management environment. A consultant will assist with effectively and efficiently planning, organizing and managing a program of related public infrastructure projects. This assistance will begin with design and continue through implementation and project close out.

Our objective is to retain, a Program Management Consultant and associated subconsultants with expertise and a broad range of experience in the management of design and construction services, specifically in the area of civil engineering, but not limited to utilities, public works, infrastructure assessments, and utility coordination. The consultant should have substantial depth of direct experience necessary for the services to be completed.

The selected Program Management Consultant will work in an integrated program management team that includes key Public Works staff and staff from associated City departments. It is anticipated that services for design and construction of projects managed by the program management team will be contracted to a number of local and regional engineering and construction companies utilizing a range of project delivery methods.

As priority projects move into implementation, the Program Management Consultant may be asked to provide project specific engineering, administration, operations, and management functions for the planning, design, construction, commissioning, and warranty phases of the projects assigned to the Program Management Consultant.

Program Management Consultant duties include but are not limited to:

A) General Management

- Prepare project budget(s) and determine project feasibility
- Prepare master schedule
- Determine number of and scope of bid packages for projects
- Help identify any fatal flaws with scope, schedules and budgets
- Program development
- Budget development and management
- Cost estimation
- Cash flow projections
- Consultant management
- Contractor management
- Construction services
- Contract administration
- Labor compliance (Davis Bacon)

B) Design and Engineering Management

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

C) Pre-Construction

- Develop bidding competition and interest to generate the most favorable pricing
- Obtain bids/quotes, review same for compliance with specs
- Maintain and review costs related to budget
- Recommend successful bids/quotes
- Ensure appropriate insurance, bonds, etc. are provided
- Organize, chair and take notes/minutes of preconstruction meeting(s) with contractors

D) Construction

- Provide necessary on-site supervision and inspection services
- Coordinate and provide local and state inspections
- Coordinate contractors; administer contracts, and process change orders and payment requests
- Assistance in negotiations with contractors
- Chair periodic project and progress meetings with contractors
- Maintain and review costs related to budget
- Prepare construction and budget updates for client review
- Review payment requests and prepare applications for payment in a timely manner
- Prepare punch list for sub-standard work and establish schedule for corrections
- Ensure appropriate inspections are completed
- Accept delivery and arrange storage for materials, supplies and equipment
- Take the lead in resolving disputes arising from the performance of the consultants and contractors
- Overview of all trade contractor's safety programs

E) Post-Construction

- Prepare punch list
- Provide inspections
- Coordinate final accounting of each construction contract
- Request final liens and necessary close-out documentation
- Give final budget report to client as requested

II) Task Order Process

The project will consist of multiple task orders. Each task order will be assigned as necessary and may include program management duties and other project management services. When assigned, each task order will essentially be processed as a contract amendment.

A majority of the task orders to be issued are related to specific capital improvements and construction projects. It is the intent of the City to leave options open in terms of project delivery methods.

A general scope of work is included below.

- A) Based upon a mutually agreed-upon program, schedule, and budget, the Program Manager shall work with the designer or City staff to complete a design (through the exploration of alternative design solutions) which illustrates the scale and relationships of the proposed facilities with City development standards and design guidelines.
- B) Through the use of drawings and other documentation methods appropriate to the investigation and understanding of the design, the selected Program Manager shall investigate and address the following issues relative to the proposed facility.
 - Basic siting concepts and alternatives
 - Structure locations
 - Access and circulation
 - Utility coordination

- Agency coordination
 - Preliminary selection of systems/technology to be incorporated in the project
 - Value engineering
 - Statement of probable project construction cost
 - Project phasing
- C) Documentation to be provided shall include the following minimum requirements:
- Site plan (Such plans shall address City Planning/Engineering Department requirements including lighting, landscaping, building offsets, elevations, fencing, etc.)
 - Provide full construction documents and specifications (for bidding/construction purposes) for the submittal for permits
 - Provide fully engineered design and drawings stamped by an engineer licensed in the State of Arizona
 - Engineers estimate of project costs
- D) The selected Program Manager shall develop provide all services necessary to ensure project success during the bidding process:
- Attend pre-bid meeting with potential general and sub-contractors
 - Answer questions related to the design documents
 - Facilitate any addenda documents that may be needed
- E) The selected Program Manager shall develop provide all services necessary to ensure project success during the construction process:
- Attend construction meetings with the City and its contractors, subcontractors, and suppliers
 - Respond to contractor requests for information
 - Review contractors' submittals
 - All work must conform to all applicable laws, ordinances, and codes in the design and construction phases, including the latest ADA environmental safety considerations
 - Make periodic site visits to determine compliance with plans and specifications
- F) Other:
- The City of Globe will be utilizing the services of other consultants/professionals to assist them in the development of the project.
- The selected Program Manager is expected to work in full collaboration with the City's other consultants/professionals throughout the design and construction process.
 - All documents prepared by the selected Program Manager as part of the development, review, and acceptance of the design shall become the property of the City of Globe. These materials may be used by the City in any manner deemed appropriate by the City.
 - Ownership of the documents does not imply any commitment by the City to secure the services of the Designer for future work on the project.

STANDARD TERMS AND CONDITIONS

1. Certification: By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror 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 offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. Gratuities: The City may, by written notice to the Offeror, 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 Offeror or any agent or representative of the Offeror, 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 Contractor 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, Contractors 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; the City may cancel the contract 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 the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
 - c. The Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this contract, engage in a boycott of Israel as defined by ARS §35-393.01. Violation of this certification by Contractor may result in action by City up to and including termination of this Contract.

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 Contractor 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 1 of this RSOQ, and
 - (3) the offer submitted by the Offeror in response to the RSOQ.

In the event of a conflict in language between the solicitation, the contract or the offer, the provisions and requirements of the contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the originating cooperative contract agency. 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 Offeror 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 Offeror 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 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 Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. Subcontracts: The Contractor 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 Contractor is responsible for contract performance whether or not Subcontractors are used.
9. Indemnification: To the fullest extent permitted by law, the Contractor 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 attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of the resultant Contract. Contractor'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, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor 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.

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 Contractor 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.

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 he 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) day, 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 contractor 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 contractor 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 Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They 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: 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 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 Contractor or any other person except with the prior written permission of the City.
19. Cost of Offer: The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. Public Record: All offers submitted in response to this RSOQ shall become a matter of public record available for review, 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 30th of each year.
22. Warranties: Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (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 Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.

23. Cooperative Use of Contract: In addition to the City of Globe and with the approval of the contracted vendor, this contract 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 contractor 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 Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR 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.
- 25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR 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 CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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 Offers and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm until project is completed.

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 contractor.
2. **TERM OF CONTRACT:** The term of any resultant contract shall commence on the date contract is signed by an authorized representative of the City of Globe, and shall remain in effect for a period of one year from that date, with an option to renew for two additional one year terms, upon agreement of both parties, unless terminated, cancelled or extended as otherwise provided herein.
3. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and 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 Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor 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 Contractor 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 contractor 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 offers, or portions thereof, or
 - c. Reissue a Request for Statement of Qualifications
 - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.
8. RESULTANT CONTRACT: A contract shall be issued between the City and the successful Offeror(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 contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. 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 contractor obligations.
11. LICENSES: 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.
12. CONTRACT CANCELLATION: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice of concern to the contractor for acting or failing to act as in any of the following:
 - a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
 - e. Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
 - a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;

- c. Perform any test or analysis on materials for compliance with the specifications of the contract.
- d. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- e. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
- f. Deduction from an unpaid balance;
- g. Collection against the bid and/or performance bond, or;
- h. Any combination of the above or any other remedies as provided by law.

BID FORMAT AND REQUIRED RESPONSES

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

In order for the City to conduct a uniform review process, all bids must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. Offer Sheet: The attached Introduction/Offer Sheet (Page 1 of IFB) must be completed and returned with the Offeror's bid. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a bid.
2. Letter of Transmittal: (Limit to two pages): A letter of transmittal must be submitted with an Offeror's bid. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Invitation for Bids listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (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 Offeror to contract with the City.
3. Firm Overview: (Excluding attachments, limit to two pages):
 - 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 firm has been in business under the current business name as well as any previous business names.
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 bid, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director 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 until the Finance Director makes a written determination.