



Request for Statement of Qualifications

For

Aerial Imagery and LiDAR Data

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Request for Statement of Qualifications

Aerial Imagery and LiDAR Data

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide a statement of qualification to produce digital, low-level high-resolution orthophotographs and generate a new digital elevation model and one-foot interval contours of its City and surrounding area, for the use within the City of Prescott GIS system, and for engineering design, survey, infrastructure, transportation, planning, drainage, and other City projects. Only the persons or firms capable of providing the requested professional service will receive consideration.

BID OPENING: Thursday, January 25, 2024, at 2:00pm City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301.

In accordance with local and State law, sealed RSOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

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TABLE OF CONTENTS

I.	GENERAL INFORMATION	4
	A. BACKGROUND INFORMATION AND SCOPE OF WORK.....	4
	B. REQUESTS FOR INFORMATION.....	10
II.	STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA	10
	A. GENERAL REQUIREMENTS	10
	B. PROPRIETARY INFORMATION	11
	C. SUBMITTAL REQUIREMENTS.....	11
	D. DELIVERY OF SUBMITTALS	12
	E. MINIMUM TEAM QUALIFICATIONS	12
III.	EVALUATION CRITERIA	12
	A. GENERAL INFORMATION.....	12
	B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL	13
	C. PROPOSED PROJECT APPROACH	13
	D. VALUE ADDED KNOWLEDGE AND EXPERIENCE	13
	E. OVERALL EVALUATION.....	13
IV.	EVALUATION AND SELECTION PROCESS	13
	A. OVERVIEW	14
	B. FINAL RANKING AND CONTRACT NEGOTIATION	14
	C. TERM OF CONTRACT	14
	D. TERMINATION OF CONTRACT	14
	E. COOPERATIVE USE OF CONTRACT	14
	F. PROTEST POLICY	15
V.	ATTACHMENTS.....	17

I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Statement of Qualifications (SOQ) to produce digital, low-level high-resolution orthophotographs and generate a new digital elevation model and one-foot interval contours of its City and surrounding area, for the use within the City of Prescott GIS system, and for engineering design, survey, infrastructure, transportation, planning, drainage, and other City projects.

A digital orthophotograph is defined as a geo-referenced image prepared from perspective photography, or other remotely sensed data in which the displacement within the image due to sensor orientation and terrain relief has been removed. A digital orthophotograph represents the combination of photographic image characteristics with the geometric qualities of a map.

Some examples of what the product should allow users to identify are: hydrants, manholes, road striping and utility poles. It is intended that the products will allow the municipality to provide better and more accurate digital representation of what is actually on the ground. The municipality may use this imagery to refine and improve upon the digital overlay data, develop more accurate storm water infrastructure delineations, map water and sewer system lines and connections, and inform land use planning projects.

Three-dimensional modeling is becoming more important to municipal utility management. Digital Terrain Models (DTMs) developed for photogrammetric corrections in the development of the orthoimage will also be used for a variety of other purposes. For this reason, the City of Prescott seeks to develop the most detailed DTM possible with the limited budget available for this project.

Prescott will consider any proven photogrammetric and data collection methods and technologies, including film and digital techniques. Respondents must state their methods to be used in generating the final product and their resulting horizontal/vertical positional accuracies. Quality Control procedures should also be stated in the respondent’s proposal.

One contract may be awarded to one person or firm. A contract shall be awarded based on demonstrated competence and qualifications pursuant to A.R.S. § 34-604. The contract will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The value of the contract will be based on projected City needs, and available budget.

To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience as described in this RSOQ.

The City will apply a one-step process to select the successful firm under this procurement. The one-step process will involve review and evaluation of the SOQ received to establish a final list. The final list will consist of not less than three (3), depending on submissions, but no more than five (5) of the highest ranked firms.

A. BACKGROUND INFORMATION AND SCOPE OF WORK

The City last acquired imagery in early 2020- the aerial imagery captured produced 3-inch resolution imagery and 1 ft contours based on LiDAR data. Prior to that, imagery from 2016 (4-inch resolution, 2 ft contours), 2008, 2004, 2002, 2000 and 1998 was acquired, and is archived on the GIS. The municipal staff uses primarily the current version of

ArcGIS Pro and for some legacy work ArcMap 10.8.2 as a GIS editing environment with data stored in SQL Server using ArcGIS Server for a variety of purposes. Departments using GIS include Engineering, Water, Wastewater, Planning and Zoning, Police, Fire, Dispatch, Golf Course, Parks and Recreation, Legal, Administrative Services, Finance, City Clerk, Airport, and Economic Development. The high-resolution orthoimage will benefit numerous staff in our ability to provide responsive service to residents.

The following scope of work has been developed by the City of Prescott staff. Although the scope presents a sound approach, the City of Prescott is willing to consider revisions based on the experience and expertise of the Contractor. The first task for the selected contractor will be to review the scope of work and recommend changes. Contractors are encouraged to suggest any innovative approaches that are not addressed in this scope. However, both the technical and cost sections of the proposal must include each of the tasks listed below. Changes to the scope of work will only be considered after the Contractor has been selected.

The imagery area covers approximately 113 square miles for the primary area and 17 square miles for an optional added area. A map of the proposed areas is included as Attachment C of this RFP.

Image Acquisition

The contractor shall acquire imagery to support high resolution digital orthophotographs. Acquisition Timing and Conditions Photo acquisition for this project anticipated in the spring of 2024 (once snow melt has occurred and prior to leaf-on conditions), pursuant to agreement between the City and the contractor. Images will be captured in leaf-off conditions of vegetation with minimal shadowing from sun angle, when the area is free of clouds, haze, fog, dust, smoke, floodwaters, and the ground is free of snow (particularly important for the south side of town). Photo acquisition shall not begin without authorization from the City of Prescott Project Manager.

Photographic Mission

The contractor shall be responsible for applying for, and obtaining, any required permit for access, overflight, or intrusion into restricted or otherwise limited ground access and/or airspace, which may be included within the requirement of this scope of services.

Every effort shall be made to avoid breaks within individual flight lines. Where breaks within a flight line are necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these Specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie. All photos within a single flight line shall be acquired with the same aerial camera and with the camera oriented in the same direction.

Overlap/Side lap

All photography shall be acquired to provide adequate stereo coverage. Minimum overlap shall be 60% forward and 30% side. However, additional exposure shall be captured over urban core areas and mountain areas to ensure that no more than 25% of roadways/transportation features are obscured in urban areas and valley bottoms are visible in the mountains. The imagery should not contain any objectionable shadows caused by terrain relief or low solar altitude.

Image Quality

All images should be clear and sharp in detail with no light streaks, static marks, scratches, dust marks, or other noticeable blemishes. The imagery should be free from defects, such as out-of-focus imagery, and should not contain inconsistencies in tone and/or density between individual orthos and/or adjacent sheets. To ensure consistency, the imagery should be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.

In overall terms, the imagery must be free of the following types of errors:

- Misalignments in linear features (roads/curbs/building edges etc.) resulting from poorly stitched mosaics.
- Obvious seams between images
- Blurred, out-of-focus, stretched, or poorly scanned imagery.
- Scratches, lint, blemishes, or other artifacts introduced in the processing of the film or imagery.
- Stark changes in color balance and contrast.
- Stark shadows or bright spots in the imagery.
- Excessive shadowing in Ponderosa Pine areas resulting in imagery with more emphasis on the shadows than the tree itself.
- Buildings that obscure more than 25 percent of adjacent important features. Obscured valley bottoms in the mountains.
- Warped bridges/overpasses/viaducts.

Imagery Scanning

In the case of imagery acquired through traditional film-based methods, the imagery shall be scanned directly from negative film, at a resolution of 14 microns. The device used for scanning shall be a precision instrument designed for photogrammetric applications having an aperture capable of producing a scanning resolution of at least 10 microns, a geometric accuracy of 5 microns Root Mean-Square Error, and a capability of resolving sufficient levels of red, green, and blue to produce natural color imagery.

Ground Control

All horizontal and vertical control used to anchor the mapping product, and horizontal and vertical features contained within the final deliverable of the mapping product, must meet the APSRS Positional Accuracy Standards dated November 2015 along with the Map Modernization Guidelines and Specifications as published by the Federal Emergency Management Agency dated April 2003. In the event of a conflict between the two standards, the more stringent parameters will apply.

The aerial control panel positions will be reviewed by the City of Prescott prior to the placement of panel points. The City of Prescott reserves the right to place blind panels in order to verify the published accuracy. The control will utilize the Arizona State Plane Coordinate System, North American Datum of 1983 (1992), Central Zone (0202) horizontal datum and the North American Vertical Datum of 1988 (NAVD88) vertical datum using GEOID99.

NGS survey control stations/benchmarks shall be utilized in the control network for this project in addition to logging data at the City of Prescott Mingo Base Station. Information

regarding the City base station can be found on the City website at: <https://www.prescott-az.gov/business-development/public-works-engineering/survey-information/base-station>. A sufficient number of control stations/benchmarks shall be included in the survey to meet the accuracy requirements of this project. The following NGS stations/benchmarks may be utilized:

Designation	Horizontal	Vertical
Gates	X	X
Pioneer Park	X	X
Prescott CORS ARP	X	X
Senator	X	X
Prescott	X	
Prescott South Base	X	
Watson	X	
E288		X
F28		X
L27 Reset		X
RV 201		X
RV 207		X
RV 211		X

Camera Station Control

Camera position (AZ State Plane coordinate system (units of international feet), NAD 83(1992), Central Zone (0202), Northing, Easting, and orthometric elevation (NAVD88)) shall be recorded at the instant of exposure with airborne GPS. Airborne GPS data shall be differentially corrected and organized as individual data sets grouped by corresponding film roll (or digital image groups if using non-film methods). The horizontal root-mean-square error (RMSE) of the airborne GPS control data shall not exceed 20cm (0.66 feet). The vertical RMSE of the airborne GPS control shall not exceed 30cm (0.98 feet). Final post-processed airborne GPS data shall be submitted to the City in a format mutually agreeable to the City and the Contractor.

Image Rectification

Digital orthophotograph production shall be produced consistent with the following requirements.

- Digital Orthorectified Images shall be 24-bit true color. Other available formats may be considered (e.g. color-infrared).
- Digital Orthorectified Image ground resolution shall be appropriate to the scale of imagery acquired (3-inch resolution). Control from the aero triangulation and ground survey will be used to tie the digital images to actual ground coordinates.
- The rectification process shall involve the solution of the appropriate photogrammetric equations for each pixel in the output image. It will not be

permissible to solve photogrammetric equations at anchor points only and then warp the content of the original image between the anchor points.

- Digital Orthorectified Images shall be rectified to the Arizona State Plane Coordinate System, NAD 83(1992), Central Zone (0202), horizontal datum, with international feet as the unit of measure.
- Digital Terrain Model Vertical Accuracy - Vertical positional accuracy of the resultant DTM shall meet the vertical accuracy standards for elevation data as specified in the “ASPRS Positional Accuracy Standards for Digital Geospatial Data” (Edition 1, Version 1.0, - November, 2014). Testing of the data and a vertical accuracy statement shall be supplied as specified therein. The contractor must ensure that the data be capable of producing a one (1) foot interval contour map.
- Digital Orthorectified images shall be rectified to a composite Digital Terrain Model (DTM) developed by the vendor at appropriate resolutions and accuracy to develop the acquired imagery.
- Digital Orthorectified Image Horizontal Accuracy – Horizontal positional accuracy of the resultant imagery shall meet American Society of Photogrammetry and Remote Sensing (ASPRS) Class 1 Accuracy Standards for 1”=100’ scale mapping and meet National Standards for Spatial Data Accuracy (NSSDA) for a 1 ft contour interval (RMSEz of 0.6 ft). The contractor will detail the methods used to ensure this level of accuracy in the Technical Proposal.
- Digital Orthorectified Image Tile Size – Orthorectified GeoTIFF files shall represent quarter section tiles cut at even quarter section lines with no overedge. The City will provide the contractor with a tile index indicating the tile layout and tile names. The index will be supplied as a GIS Feature Class suitable for loading into ArcGIS or Computer Aided Design Drafting (CADD) software.
- Orthorectified Image Chips shall be tonally balanced prior to generation of an image mosaic. Building tilt shall be corrected to the extent that other important features are not obscured. Relative join (misalignment) of transportation features between adjacent image chips/tiles shall be within the tolerance defined by the horizontal positional accuracy requirement set out above. Any methods of mosaic orthoimage to reduce relief displacement of buildings and terrain should be detailed in the technical proposal.
- File Naming Convention – The ortho tile filenames shall be derived from the tile index supplied to the contractor by the City.
- Coverage Area – The quoted price shall include all costs to provide complete coverage of the area shown in the coverage diagram of approximately 113 square miles for base area and 17 square miles for Chino area included in Attachment C. The coverage area may be adjusted in the final contract depending on the cost proposals and funds available.

Quality Assurance

The contractor shall perform quality assurance tasks on the orthorectified imagery to ensure the product meets all of the requirements for horizontal and vertical accuracy, image resolution, and image characteristics in this scope of work. Specific tasks to complete quality assurance will be detailed in the finalized scope of work.

Project Deliverables

The resultant imagery will be delivered on a timetable defined at the time of contracting. The deliverable products of this project will consist of the following items:

- Flight Diagrams--A Flight Diagram plot and associated digital plot file shall be delivered that illustrates project area outline, photo identification (roll/exposure if film), and approximate location of photo centers.
- Aerial Control Panel positions—Provide locations of the proposed aerial panels for City review prior to establishing the aerial panels on the ground.
- Aerial Control Panel Survey data and Ground Control Report—Provide final aerial panel point survey data in Point, Northing, Easting, Elevation, Description (P,N,E,Z,D) comma separated values format to the City, along with a PDF of ground control location specifics with images, sketches and notes from the locations in a report format that is sealed by an Arizona Registered Land Surveyor.
- AGPS Track Plots--An Airborne GPS Ground Track Plot and associated digital plot file shall be delivered. Ground track plot shall be created from airborne GPS coordinates recorded during flight.
- Digital Orthorectified Images – Contractor shall deliver master copies of the orthophotographs for the project area in uncompressed, ArcGIS readable, GeoTIFF computer file format on a mutually acceptable storage medium. The Contractor shall furnish geo-referenced world files for all ortho images.
- Composite Elevation data developed for the DTM in the orthorectification process shall be submitted as a deliverable in non-proprietary format suitable for use in ESRI GIS software and industry standard CAD software, such as a point DXF file. The contractor should list alternative file formats if available.
- 1-foot contour interval file compatible with ESRI GIS software.
- Federal Geographic Data Committee-compliant metadata for each tile.

Acceptance Criteria

Imagery delivery must pass through a comprehensive evaluation and review process. This process will verify the positional accuracy of the data and ensure its aesthetic and functional quality. The City of Prescott will oversee this quality control process using in-house resources. The City may reject any or all tiles that fail to meet the project's positional accuracy or aesthetic and functional quality requirements.

Prior to delivery of the product, horizontal positional accuracy testing will be performed following the methods proposed by the contractor in the technical proposal.

The City of Prescott will review and test the orthoimage as it is delivered to ensure it meets the required accuracy standards and imagery qualities.

Aesthetic and functional quality will be tested through a variety of qualitative and quantitative methods to ensure the imagery generally matches the aesthetic and functional quality of previous years of imagery.

B. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, January 16, 2024. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, January 22, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

The RSOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter.
- Location of the firm
- Statement of the firm's understanding of the purpose and scope of this request.
- Description of specific technical capabilities, qualifications, and years of prior experience.
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project. Include milestones and timelines / timetables for each project.
- Description of how the firm would approach, manage, and complete related projects.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by firms or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The RSOQ shall be limited to no more than fifteen (15) pages for each applied area of interest within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes. Front and back covers and table of contents will not be counted if they do not contain submittal information.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the RSOQ. The cover letter shall clearly identify the category or categories of service for which the firm wishes to be considered. The letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the firm with contracting authority.

Within the submittal package (preferably in the cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, name(s) of the SOQ contact, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

Do not include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed RSOQs will be received **before 2:00pm on Thursday, January 25, 2024**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Statement of Qualifications:
Aerial Imagery and LiDAR Data
Due before 2:00pm on January 25, 2024**

E. MINIMUM TEAM QUALIFICATIONS

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service categories for which they apply. Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The RSOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION

5 points possible

- Brief overview of the firm and legal organization of the company
- Applicable licenses held.
- Submission requirements met.

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

20 points possible

- Demonstrated understanding of the purpose and scope of the applied service category.
- Demonstrated years of experience, specific technical capabilities, and qualifications for the applied service category.
- List of comparable projects for the applied service category with work performed and reference information.
- Names and locations of the key personnel proposed for working on this service.
- Brief resume for each key team member describing their experience, background, and notable projects.

C. PROPOSED PROJECT APPROACH

25 points possible

A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Description of how the firm would approach, manage, and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches.
- Identify the location of the firm's principal office and local office (if applicable)
- List Past experiences and timelines of projects.

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

25 points possible

The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your firm is highly qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the applied service categories.
- List of projects currently under contract with other government agencies
- Specific experience of the firm within Arizona
- Specific experience of the firm with the City of Prescott

E. OVERALL EVALUATION

25 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to experience with the City, may be used in the evaluation and scoring process for this item.

- Overall, the quality of the SOQ evidencing interest in providing services.
- Overall evaluation of the firm and its perceived ability to provide the required services.
- Past experience with the City or other companies.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the SOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked firms will be determined for each service area. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the firms to generate a final list of at least three (3) but no more than five (5) firms. The City will then notify each of the candidate firms of the final rankings.

On Contract can or will be awarded to the successful firm. The contract will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The City will determine the value of each contract based on projected City needs, available budget and the selected professional service categories.

Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, Exhibit A, in a form acceptable to the City Attorney. Approval of the City Council may also be required for the award of a contract.

As project needs arise, contracted firms may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and the firm. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar day written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such

usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

G. This Agreement shall be construed under the laws of the State of Arizona.

H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

J. 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 this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

L. Contractor Immigration Warranty (if applicable)

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

M. Israel: Vendor 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.

N. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

O. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

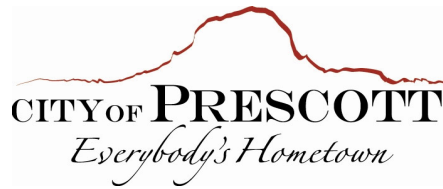
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

V. ATTACHMENTS

A. INSURANCE REQUIREMENTS

B. SAMPLE PROFESSIONAL SERVICES AGREEMENT

C. PROJECT AREA



Professional Services Insurance Requirements Exhibit B

The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement, a policy, or policies of liability insurance with the following coverage:

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)
Personal and Advertising Injury	\$ 1,000,000	(if applicable)
Each Occurrence	\$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000	(if applicable)

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

2. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time work under this contract is completed.

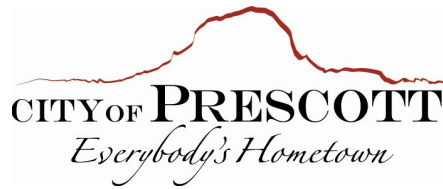
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

3. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 1,000,000
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Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:



Professional Services Insurance Requirements Exhibit B

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

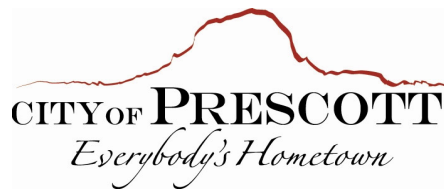
City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.



Professional Services Agreement for Aerial Imagery and LiDAR Data

Contract No. **

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain services; and

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS ** (hereinafter referred to as “Professional”), has expertise in providing Aerial Imagery and LiDAR Data services.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That Professional shall provide the services to the City in relation to the Aerial Imagery and LiDAR Data Project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of **), and as requested by the City ** Director (hereinafter referred to as “Director”).
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide the sufficient amount of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule.
5. The initial term of the contract shall be for a period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and the firm. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her

agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
(B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
(C) In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
(D) Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Director, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
(F) If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments over \$50,000.00 must be approved by City Council.

23. Insurance Requirements: The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	\$ 2,000,000	
Products – Completed Operations Aggregate	\$ 2,000,000	(if applicable)
Personal and Advertising Injury	\$ 1,000,000	(if applicable)
Each Occurrence	\$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	\$ 100,000	(if applicable)

The policy shall be endorsed to include the following additional insured language:

“The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional.”

Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Professional warrants that any retroactive date under the policy shall precede the effective date of this Contract and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years at the time services/work under this contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 1,000,000

Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

24. The Professional, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professionals agree to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Professional and any of subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

Neither the Professional nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Professional or Sub-contractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract the Professional enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a professional or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

26. A professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
28. Israel: Company 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 A.R.S. § 35-393, of Israel.
29. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Contractor/Vendor/Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 1. The forced labor of ethnic Uyghurs in the People's Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

30. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

31. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

32. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 20____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

PROFESSIONAL

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

