



Request for Statement of Qualifications

For

Economic Development Strategic Plan

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah M. Siep

CITY MANAGER:

Katie Gregory

Request for Statement of Qualifications Economic Development Strategic Plan

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide an Economic Development Strategic Plan. Only persons or firms capable of providing the requested discipline of the professional services will receive consideration. See the City Website for more information.

BID OPENING: Thursday, February 22, 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 on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: December 17th 2023 and January 7th 2024

Request for Statement of Qualifications

Economic Development Strategic Plan

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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 (RSOQ) for an Economic Development Strategic Plan. The strategic plan will consist of two main components: the City’s strategic vision and the implementation action plan and performance metrics for economic development. The strategic vision document will establish an economic baseline, market context, and a clear vision including overarching economic goals and objectives. The resulting strategy and metrics will guide the City’s activities over the next five years and generate positive economic outcomes.

The City of Prescott serves its residents, businesses, and visitors by promoting a vibrant and prosperous community. To that end, the City of Prescott is committing the resources necessary to create a resilient and responsive economy that nurtures entrepreneurial spirit, a business-friendly climate, a competitive workforce and generates a thriving business ecosystem. Gathering information from key stakeholders inside and outside of City government will help develop a data-driven strategy, along with providing the tools and actions necessary for the City to measure success and deliver on the strategic plan goals that are set.

While the strategic vision must be designed to increase the City's tax base and expand the economic opportunities of its businesses and residents in an equitable manner, it is also meant to improve the economic vibrancy within the City. The goals and objectives should identify actions that will increase and improve human, social, fiscal, commercial, light industrial or manufacturing, and natural capital. While all tasks, programs, and projects should be aimed at elevating the City's overall brand, attracting new businesses, and retaining existing businesses, a prosperous community is safe, accessible, efficient, resilient, sustainable, and engaging to all people. The City is seeking a thoughtful plan that will also attract the type of industries that will support existing businesses while attracting new businesses.

Only one contract will be awarded. A contract shall be awarded on the basis of 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 two (2) one-year extensions based on successful completion of work and mutual agreement.

To be eligible for consideration, firms must submit a single Statement of Qualification (SOQ) demonstrating appropriate competence, qualifications, and relevant experience. Follow the requirements under the evaluation criteria as the reviewers will score based on the information provided for this section in chronological order.

The City will apply a one-step process to select the successful firms under this procurement. The one-step process will involve review and evaluation of the SOQ 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. DESCRIPTION OF WORK

Create an economic development strategic plan that will guide the Economic Development Office in seeking broader economic growth.

- Analysis/Discovery – review the current City strategic plan, meet with City and business stakeholders to assess current factors, and determine the competitiveness

of the region for business and workforce attraction and retention. Analyze Prescott's comparability with cities of similar size, potential and its unique strengths, weaknesses, opportunities, and other factors that influence the City's ability to attract and retain businesses.

- Engage local businesses, civic leaders, subject matter experts, and other stakeholders to learn about the current business climate.
- Current Resource Assessment.
- Review and recommend the ideal internal staffing and structure for economic development within the City organization.

Provide an overview and recommended use of the following:

- Available State and Federal rebates, programs and incentives for business attraction and retention.
- Potential City incentives, including waiving impact fees, expedited plan and permit reviews, Government Property Lease Excise Tax, etc.
- Local organization and association resources – Northern Arizona Council of Governments (NACOG), Small Business Development Center (SBDC), Chamber of Commerce, Northern Arizona SCORE, etc.
- Perform an Industry Sector Analysis to identify favorable growth industries that meet the needs of Prescott's existing businesses and residents as well as industries that would complement the existing business environment. Recommend methods to stimulate growth in these industries (business recruitment strategies, etc.).
- Identify existing economic conditions, policies and/or plans that may currently characterize the City's existing economic profile, as well as identify challenges and/or opportunities from such policies and/or plans.
- Informed by the discovery process, work with key City leadership to identify a vision and economic development goals to be implemented over the next five years.
- Develop an action plan and priorities for economic development initiatives over the next five years.
- Assist with the development of tools, metrics, and models for successful economic development efforts.

Desired Outcome

- The result of this process will be an Economic Development Strategic Plan that will establish a community vision, build stakeholder support, and establish clear and

timely goals, strategies, and an implementation action plan with associated performance metrics.

- The strategic plan document will include an executive summary and a presentation to the City Council.

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
City of Prescott
Latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, February 6, 2024. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, February 19, 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 SOQ 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 work.
- 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.
- Description of how the firm would approach, manage, and complete the project.

- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by the firm 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 SOQ shall be limited to no more than fifteen (15) pages. 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 pages 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 SOQ. 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 SOQ cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, the contact person for this request 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 SOQs will be received **before 2:00pm on Thursday, February 22, 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:
Economic Development Strategic Plan
Due before 2:00pm on February 22, 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 the award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The SOQ 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

10 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

30 points possible

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

C. PROPOSED PROJECT APPROACH

20 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.

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

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

- Explain why your firm is 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 Economic Development.
- 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

10 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 quality of the SOQ evidencing interest in providing services
- Overall evaluation of the firm and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ 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.

One contract can or will be awarded to the successful firm. All contracts will be for the term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. The City will determine the value of the contract based on projected City needs, available budget.

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 contract will be for the term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. Notice of intent to renew shall be provided by the vendor at least one (1) month prior to normal contract expiration. 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

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. 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. 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.

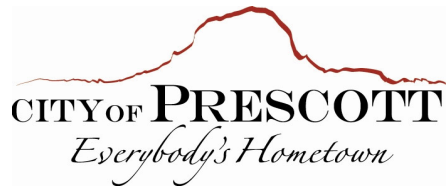
If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written 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



Professional Services Insurance Requirements

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.

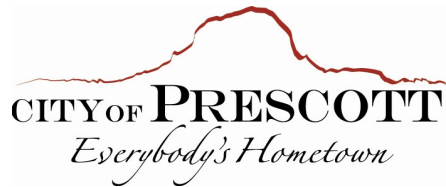
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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 A

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.

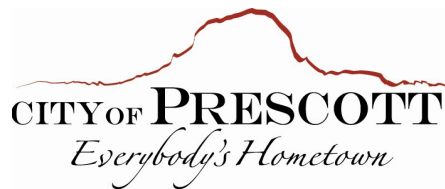
City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

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
Economic Development Strategic Plan**

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 ** 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 Economic Development Strategic Plan as indicated in the Request for Statements of Qualifications, Statement as accepted by the Mayor and Council per the Council Minutes of ** .
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 sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and 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 identified in the attached Exhibit “A”.
5. The initial term of the Agreement shall be for a term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. commencing on a fully executed contract.
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.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or

creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	**
201 N Montezuma Street	**
Prescott, AZ 86301	**
contracts@prescott-az.gov	**

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of ** dollars and ** cents (\$**) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".
- (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".
- (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. 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

