

REQUEST FOR QUALIFICATIONS



ON CALL ARCHITECTURAL SERVICES

RFQ # 09RQ001

TABLE OF CONTENTS

REQUEST FOR QUALIFICATIONS #09RQ001	1
SUBMITTAL RECEIPT AND OPENING	1
INSTRUCTIONS TO OFFERORS	2
QUESTIONS.....	2
PURCHASING WEB SITE.....	2
CONTRACT AWARD NOTIFICATION	2
SOLICITATIONS AWARDED BY CITY COUNCIL	3
NON COLLUSION	3
IMMIGRATION LAW COMPLIANCE	3
LATE SUBMITTALS	3
WITHDRAWAL OF SUBMITTAL	3
ADDENDA	4
REGISTRATION.....	4
OBLIGATIONS	4
REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM.....	4
CONFIDENTIAL INFORMATION	4
GENERAL TERMS AND CONDITIONS.....	5
COMPLIANCE WITH FEDERAL AND STATE LAWS	5
COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS.....	5
CONTRACTS WITH SUDAN AND IRAN.....	6
LITIGATION	6
SCOPE OF WORK	7
1.0 INTENT	7
2.0 GENERAL.....	7
3.0 DESCRIPTION OF SERVICES	7
SELECTION PROCESS	12
SUBMITTAL CHECKLIST.....	13
SUBMITTAL REQUIREMENTS	14
EVALUATION CRITERIA.....	17
STATEMENT OF QUALIFICATIONS SIGNATURE PAGE	18
ARCHITECTURAL SERVICES CONTRACT	1-16



REQUEST FOR QUALIFICATIONS #09RQ001

Request for Qualifications to provide architectural consulting and design services on an as needed basis.

SUBMITTAL RECEIPT AND OPENING

SEALED SUBMITTALS WILL BE RECEIVED until **2:00 P.M., LOCAL TIME, MAY 14, 2009** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date.** **LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and the name of each offeror recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the Request for Qualifications' number, On Call Architectural Services title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement_Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THIS REQUEST FOR QUALIFICATIONS SHOULD BE DIRECTED TO:

Karie Ingles, CPPB
Bid & Contract Specialist
480-312-5744
kingles@scottsdaleaz.gov

lh
4/17/2009 4:34 PM

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
INSTRUCTIONS TO OFFERORS**

QUESTIONS

The Offeror shall submit all questions, requests for clarification and inquiries to the Purchasing Division in writing, no less than eight (8) days prior to the original opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff kingles@scottsdaleaz.gov where possible. When submitting any questions the Offeror should indicate the page number, Section Number / Clause Title and if possible paragraph number that is being questioned.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Request for Qualification Questions" and state the Request for Qualification number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Request for Qualification number and words "REQUEST FOR QUALIFICATION QUESTIONS", or it may be mistaken as an actual proposal submittal and not be opened immediately.

All questions **MUST** be received by the Purchasing Division by **3:00 P.M., Local Time, May 6, 2009**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be posted on Purchasing's web site at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=128>

The City Council shall award contracts for construction and professional services exceeding the formal procurement limit. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the bidders responsibility to access this information from the City of Scottsdale Purchasing website link provided above to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
INSTRUCTIONS TO OFFERORS**

NOTIFICATION OF INTENT TO AWARD – CONT'D

In the event you have questions or concerns regarding any of the proposed contracts please contact the Purchasing Department at 480-312-5700 and your call will be directed to the staff person handling the solicitation.

CONTRACT AWARDS

Once a solicitation has been awarded, it will be listed on Purchasing's web site on the Solicitation Awards page:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=10>

SOLICITATIONS AWARDED BY CITY COUNCIL

Council Agendas are available for review on the City Clerk's web page listed below:

http://www.scottsdaleaz.gov/council/meeting_index/City_Council_Agendas_and_Minutes.asp

NON COLLUSION

By signing the Proposal Offer signature pages of the solicitation, or other official contract form, the Offeror certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Offeror is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

IMMIGRATION LAW COMPLIANCE

By the submittal of its Qualifications, the Offeror certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award.. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Offeror's Statement of Qualifications as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Offeror. In addition, this language must be included in any subcontracts that the successful offeror enters into with its subcontractors:

LATE SUBMITTALS

Late submittals will not be considered. An Offeror submitting a late submittal shall be so notified.

WITHDRAWAL OF SUBMITTAL

At any time prior to the specified Due Date and Time an Offeror (or designated representative) may withdraw their submittal. Faxed withdrawals will not be considered.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
INSTRUCTIONS TO OFFERORS**

ADDENDA

Any addendum issued as a result of any change in this Request for Qualifications must be acknowledged by all Proposers by:

1. Send signed copy(ies) of all addenda(s) with Offeror's submittal.

AWARD OF CONTRACT

A contract will be formed when the City of Scottsdale City Council awards the Architectural Services contract executed by the selected Offeror.

REGISTRATION

To be eligible for consideration, offerors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

OBLIGATIONS

The issuance of this Request for Qualifications does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the **successful** Contractor to provide a **REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM**, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Purchasing's website on the Vendor Resources page, listed under Forms:** <http://www.scottsdaleaz.gov/vendors.asp>.

CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the submitted proposal.

Vendors are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of submitted proposal documents in the event a public inspection request is made.

However, in accordance with Section R2-188.22(C), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential proposers, and this provision should be taken into consideration prior to submitting a proposal.

After contract award, and unless otherwise instructed by the proposer, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
GENERAL TERMS AND CONDITIONS**

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City intends to contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The 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".

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

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. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
GENERAL TERMS AND CONDITIONS**

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

**REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SCOPE OF WORK**

1.0 INTENT

- 1.1 The City of Scottsdale's Community Services Department is accepting proposals from qualified firms to provide architectural consulting and design services on an as needed basis. The resulting contract term shall be one (1) year, with option to extend for two additional one (1) year periods. All services under this contract will be administered by the City of Scottsdale's Facilities Management Division.
- 1.2 Awards will be made to the highest ranked consultants as determined by the City's Proposal Evaluation Committee and as most advantageous to the City of Scottsdale. The City intends to award no more than three (3) contracts as a result of this Request for Qualifications.

2.0 GENERAL

- 2.1 Facilities Management, a division of the Community Services Department, is responsible for maintaining, repairing, replacing and upgrading all building components and infrastructure under the authority of the City. In order to rehabilitate its' facilities effectively, the City proposes to retain professional services consultants on an as needed basis. The specific design services to be contracted resulting from this proposal shall include architectural design for tenant improvements, remodeling, roof evaluations, landscaping, land surveying and structural design.
- 2.2 The City provides no guarantee of the amount of work to be assigned to the selected firms and reserves the right to retain the services of any other professional design consultant, outside of this solicitation and for similar services under the City's informal limit, as needed. The City estimates five (5) to ten (10) projects a year, with an approximate cost for each project between \$10K to \$25K. Samples of these projects are similar to those services listed in Paragraph 3.2 identified herein.

3.0 DESCRIPTION OF SERVICES

- 3.1 The execution of design services shall conform to the City of Scottsdale's Design Standards and Policies Manual (DS&PM) and in accordance with all Local, State and Federal codes and guidelines that are applicable to each project's design. The most current DS&PM for the City of Scottsdale can be found on the City's web page at www.scottsdaleaz.gov, or connected directly by the following shortcut link at <http://www.scottsdaleaz.gov/design/dspm.asp>, or by calling (480) 312-2500. Any deviation from the design criteria set forth in the DS & PM shall be approved by the City of Scottsdale's Contract Administrator managing each individual contract and in accordance with the City's Planning & Development and Design Review Departments when applicable.
- 3.2 The types of desired services under the contract shall include interior and exterior evaluation, repair, replacement and rehabilitation of equipment, structures and systems.

Representative of the types of services that may be required:

REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SCOPE OF WORK

3.0 DESCRIPTION OF SERVICES – CONT'D

- Roofing systems
- Interior remodeling
- Millwork
- Glazing
- Masonry
- Asbestos identification and assessment reports
- Aviation facility and site re-design
- Traffic engineering, street design and infrastructure, including sidewalks, curb and gutter, drainage and pedestrian bridges
- Re-model/design of fire stations
- Evaluation and re-design of water and wastewater facilities including pumping and booster pump stations, water storage tanks, and the design of water and wastewater treatment facilities.
- Re-design of recreational facilities such as playgrounds, splash parks, ball fields (soccer, softball, baseball, etc.), tennis courts, racquetball courts, basketball courts, exercise facilities, major sports venues including stadiums and professional training facilities
- Any other re-design need for public facilities not specifically mentioned in this solicitation.

3.3 Architectural Design

The following guidelines are the **MINIMUM** requirements for each executed project:

A) Initial Project Analysis

1. Conduct initial site visits for analysis of the creation of preliminary layouts, design drawings, engineering details, specifications and calculations, verification of existing conditions and recommendations for cost reduction alternatives directly related to every contracted project and as outlined by each project's scope of work.
2. Retrieve recorded information consisting of existing drawings, details and specifications, from the City's Contract Administrator, prior to fee proposal in order to reduce design costs. The City maintains historical drawings and details for many of its facilities, providing an effective tool to the design consultant as well possibly reducing the cost for initial site preparation and design.
3. Provide carefully prepared and realistic cost estimates for total project completion (design and construction) in order to ensure budget feasibility on all contracted projects. Consultants may be asked to design projects for future budget years which must reflect future market conditions as accurately as possible.
4. Consultants shall be required to coordinate with the City of Scottsdale's asbestos testing agency and produce an asbestos testing and remediation report for each contracted project, when necessary. Asbestos awareness verbiage shall be included on all drawings and in all specifications when applicable.
5. Meet and consult with associated City staff as needed.
6. Provide the City with a detailed project schedule for design completion, in Microsoft Project format.
7. Create a fee proposal for services.

REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SCOPE OF WORK

B) Construction Document Design and Development

1. Create detailed conceptual design drawings for presentation and approval from the City of Scottsdale's Design Review Board (DRB), Planning and Development Services and any other City Department associated with each proposed project, when necessary.
2. When required, work closely with the DRB and Planning Departments and will be responsible for submitting drawings to Plan Review for approval and permitting. This responsibility is not always required of the contracted consultants and can be designated as a responsibility to the appropriate City staff.
3. Design is prepared to include conceptual design phases at 30%, 60% and 90% levels of completion, as needed for City staff to review and comment. The amount of conceptual reviews shall be contingent upon the size and complexity of each project under contract and each project shall be evaluated to determine the amount of review required, prior to the execution of all contracts under this solicitation.
4. Plans to be modified after City staff (project stakeholders) review, with the next level of design to have included staff comments and delivered to the Contract Administrator within the established timeframe.
5. Project designs to conform to the most recent, up to date ADA standards and guidelines.
6. All project designs shall conform, at minimum, to the provisions identified herein. Individual projects may be contracted to include additional or specialty design services, not be specifically identified herein.
7. Consultants are to produce final, approved drawings and specifications suitable for bidding and are to be signed and sealed by the architect/engineer licensed in the State of Arizona and employed by the firm retaining the contract for the design services as well as signed and sealed drawings from any properly licensed and pre-approved, sub-consultant hired to complete the design. All design projects shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable, codes, statutes and regulations.
8. All signed and sealed plans, specifications, surveys, engineering studies, reports and any other related construction documentation shall be delivered in three (3) formats; PDF format on zip disk or CD, AutoCAD and full size (Arch D) drawings on 20 lb. Bond paper or heavier. Design drawings shall be supplied to the City in AutoCAD format version 2000 or later.
9. Provide one (1) final, approved set of vellum drawings to the City of Scottsdale Plan Review Department, when requested.
10. Specifications to be in CSI format, or equal and delivered in three (3) formats; PDF format on zip disk or CD, Microsoft Word and 8 ½" x 11" hard copy.

**REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SCOPE OF WORK**

3.3 Architectural Design – Cont'd

11. All signed and sealed drawings shall contain the approved, City of Scottsdale cover sheet format <http://www.scottsdaleaz.gov/design/detaildrawings/caddfilespsc.asp> and all drawings and other project submissions shall be titled consistent with the project documents.
12. Preparation of “as-built” drawings upon project completion, when requested.
13. When requested by the City, the consultant shall assure that new constructed buildings and facilities undergoing major re-construction, are designed to meet a Leadership in Energy and Environmental Design (LEED) certified level. The level of certification is to be determined prior to project development.
14. Produce final, approved and complete construction documents under the mutual, negotiated terms of each project’s identified deadline. At particular times consultants are expected to meet critical deadlines for fast track projects and shall have full capability and qualified staff to meet expedited deadlines when required to do so.

3.4 Construction/Contract Administration

The City’s Contract Administrator will approve all assigned persons used by the consultant for construction administration. At times, it will be necessary for the Principal Consultant to provide construction administration while at other times, qualified staff of the consultant may also provide this service. The following guidelines are a **MINIMUM** requirement of this contract:

A) Document Management

1. Consultants shall have the capability to provide written addenda and answer technical questions during the bidding process.
2. Review and approval of shop drawings and submittals as part of all project specific contracts resulting from this solicitation.
3. Assist with review and evaluation of change orders and provide the necessary construction documentation to rectify the reason for the change order.
4. Production of “as-built” drawings and supplied to the City in AutoCAD, PDF format on CD and hard copy format, when required.
5. For larger scale projects, submit monthly progress reports to the City’s Contract Administrator updating general progress and identifying problems with the project.
6. Review and approve of all close out documentation submitted to the City by the contractor to ensure compliance with the construction contract.

**REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SCOPE OF WORK**

A) Document Management – Cont'd

7. If project is designed to establish a LEED accreditation of any level, consultant shall submit a report to the City, confirming that the construction practices used comply with the intended LEED certified level.
8. Provide the City with building commissioning reports when specified in individual design contract documents.
9. Obtain copies of dust control permits from the contractor performing the work for each project, when required.
10. Create punch lists and review all project closeout documentation with the participation from City of Scottsdale staff.

B) Meetings and Site Visits

1. Attend pre-bid conferences and have the capability to answer any technical questions related to the project's design.
2. Attend pre-construction conferences or have the proper qualified, available staff to attend and answer contractor questions and provide clarification to design disputes verbally or in writing.
3. Provide the qualified staff to conduct site visits as needed, depending on the size and complexity of each individual project. A flat rate fee per visit, appropriate to the staff member attending the site visits, shall be clarified in each contract, as well as the additional number of visits allowed and as referenced on the fee schedule.
4. Attend design meetings with City staff, DRB, Planning, associated HOAs, citizens and Council meetings, as necessary and as per each individual contract's detailed scope of work.
5. Conduct project inspections, ensuring the construction practices and materials used throughout the project are in accordance with the construction documents. Final inspections will be used to formulate punch lists.
6. The amount of Construction Administration shall be determined on a project to project basis and as needed for any design contract executed from this solicitation.
7. Consultants must be capable of communicating the project scope, to the general public, City staff and City Council in meetings and community outreach forums.
8. Create story boards and other graphic materials when identified as a requirement for particular projects.

**REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SELECTION PROCESS**

The successful firm(s) will be selected through a qualifications based selection process.

Interested firms shall submit a Statement of Qualifications (SOQs).

Evaluation

The City of Scottsdale Evaluation Committee consisting of five (5) members from involved City departments, experienced in professional services contracts and construction, will evaluate each SOQ in accordance with the submittal requirements.

Clarification

The City of Scottsdale reserves the right to contact any Offeror for clarification purposes, however, Offerors should not assume that an incomplete response containing deficient answers shall result in a clarification request.

Non-Responsive Submittals

If any firm is deemed to be non-responsive, the firm will be notified and their SOQs will be removed from the selection process. Any unsigned or incomplete proposals, proposals containing non-compliant format guidelines, unacknowledged addenda and any other form of non-conformance of this solicitation may be considered to be non-responsive.

Interviews/Presentations

The City of Scottsdale Evaluation Committee may select any number of firms and schedule interviews with the qualifying firms. Interviews may be required, but are not necessary to the selection process. The City of Scottsdale reserves the right to make final selection of the candidates solely on the proposal evaluation, and without having to interview the qualifying firms.

Award

Up to three (3) awards may be made to the highest ranked consultants as determined by the City's Evaluation Committee based on qualifications set forth in the evaluation criteria.

Projected Dates:

The projected dates are for informational purposes only and are subject to change:

- A. Statement of Qualifications due – May 14, 2009
- B. Evaluation Committee – May 18 – June 1, 2009
- C. City Council Agenda – June 16, 2009
- D. Projected Award Date – July 1, 2009

**REQUEST FOR QUALIFICATIONS # 09RQ001
ON CALL ARCHITECTURAL SERVICES
SUBMITTAL CHECKLIST**

Check each box for each completed item included within your submittal. Please identify the specific location within your proposal for each item listed below.

- ☐ Summary Letter
- ☐ Signature Page
- ☐ Experience & Qualifications of Key Personnel
- ☐ Firms Staffing Capabilities
- ☐ Experience of Firm
- ☐ Current/Recent Projects
- ☐ SOQ Submittal Copies

Offerors shall submit one (1) original and five (5) copies of their SOQ's to the City of Scottsdale's Purchasing Department located at 9191 E. San Salvador Dr. in Scottsdale, AZ 85258.

If possible in addition to the required hardcopies, please also provide an electronic copy of the Offeror's complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
SUBMITTAL REQUIREMENTS**

All typed submittals shall be prepared on 8 ½" x 11" paper and may be printed double sided. Foldout pages should be kept to a minimum. SOQs shall be no more than 10 pages, excluding the cover letter, Table of Contents, Indexes, resumes and references. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed. Your submittal should reference pagination and numbering for ease of review.

All firms will be selected through a qualifications-based selection process. All Statement of Qualifications shall be organized into separate sections in the standardized format addressing the following:

1. FIRMS SUMMARY LETTER

This summary shall contain firm's name, address, telephone and fax numbers, email addresses and website information, if applicable, and shall summarize the key elements and demonstrate a general understanding of the services being requested. Firm shall provide a history of the firm (size, location, nature of work performed, years in business, and approach and resources that will be used in meeting the needs of the City).

The City of Scottsdale, Statement of Qualifications Signature page shall be attached to the Summary Letter, which shall be signed by an authorized individual of the firm submitting the Statement of Qualifications.

2. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

The intent of this section is to allow prospective consultants the forum to demonstrate to the City who their firm's key personnel are and to include their resumes in order to fulfill the requirements of this section. Key personnel are the licensed engineers or architects for the firm submitting the proposal. The resumes shall include academic credentials, Professional Engineering Registrations and Memberships and an extensive outline of their experience to assist in the authentication of their qualifications.

Subcontractors:

Firm shall list all potential individuals and firms which may be used to complete various projects. Include a brief summary of key personnel from each consulting firm/individual who may work with the City.

3. FIRM'S STAFFING CAPABILITIES

- a. Identify the appropriate amount of employed staff to accommodate any design request regardless of the size or complexity of the project, in order to successfully complete a project and by its deadline.
- b. Availability of staff displayed as a list of individuals or organizational chart displaying who will be working on any City projects and an indication of each person's specialty.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
SUBMITTAL REQUIREMENTS**

3. FIRM'S STAFFING CAPABILITIES – CONT'D

- c. The firm's willingness and ability to meet critical project deadlines while possibly handling multiple design projects at any given time. Thorough and extensive experience in responding to time sensitive economic development projects and a positive track record for meeting project deadlines consistently.
- d. The firm's ability to provide efficient, competent, timely service while maintaining exceptional customer satisfaction and minimizing design cost overruns.

4. EXPERIENCE OF FIRM

- a. Proof of registration and licensing to practice architectural or engineering services in the State of Arizona.
- b. Proof of the length of time the firm has been conducting business in Maricopa County.
- c. Expound on the firm's particular design strengths and provide a comprehensive description of the firm's primary services to be provided under this contract.
- d. A detailed methodology for review and quality control of finalized documents submitted to the City for review.
- e. Provide examples of any successful LEED certified projects, experience in government processes, tenant improvements, remodeling, energy conservation, LEED consultation and public improvements, including familiarity with government approval processes in the State of Arizona. Provide examples of successful projects designed for public entities.
- f. Capability to produce construction documents in electronic, PDF format as well as in AutoCAD as requested per contract. Provide extensive experience with the use of AutoCAD or similar drafting and design software.

5. CURRENT/RECENT PROJECTS

- a. List a summary of experience of all project currently on-going, projects which your firm has been selected but are not yet under contract, including previous on-call contracts.

For each project, provide at a minimum, the following information:

- Description of Project
- Key Personnel on Project
- Role of firm in the Project
- Project's original contracted cost and final cost of project
- Date of project
- Percentage of Completion
- Project Owner
- Reference Information (Two current names with phone, address and email contact information)

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
SUBMITTAL REQUIREMENTS**

5. CURRENT/RECENT PROJECTS –CONT'D

- b.** Provide examples of all successful LEED certified projects with current staff.
- c.** List and identify specific projects completed for other governmental entities in the State of Arizona.
- d.** List all projects within the last two (2) years with those of the City of Scottsdale, if any.

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
EVALUATION CRITERIA**

All Professional firms selected to participate in this process that have successfully submitted responsive proposals, shall be evaluated and scored by the criteria set forth in this section. The weighting system for the evaluation process shall have of a cumulative total of 100 points. Evaluation of all proposals shall adhere to the following criteria and weighting system.

PROPOSAL EVALUATION CRITERIA	WEIGHT (100 POINTS)
Experience and Qualifications of Key Personnel	25
Firms Staffing Capacity	20
Experience of Firm ➤ Experience in Arizona Government/Public Improvements ➤ LEED Experience	20
Current/Recent Projects	15
Overall evaluation of firm/team and its ability to provide the required services - No submittal response is required for this criterion.	20

**REQUEST FOR QUALIFICATIONS #09RQ001
ON CALL ARCHITECTURAL SERVICES
STATEMENT OF QUALIFICATIONS SIGNATURE PAGE**

The undersigned hereby offers and agrees to furnish the service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Qualifications document and attached sample Architectural Services Contract and any written exceptions in the offer accepted by the City.

The Offeror also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

The Offeror hereby acknowledges receipt of and agrees this submittal is based on the following Addenda.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

Submittal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance

**CITY OF SCOTTSDALE
ARCHITECTURAL SERVICES CONTRACT**

This Contract between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, "City", and _____, an Arizona corporation, "the Architect" is effective the _____ day of _____, 2009.

RECITALS

The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and

The City desires to contract for Architectural services with _____ ; to provide on call architectural consulting and design services and the Architect is qualified to render the services desired by City.

AGREEMENT

IN CONSIDERATION of the mutual promises and obligations contained in this Agreement, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 SCOPE OF SERVICES

A) Project Assignments

The City has sole discretion to assign the task projects, executed under this contract. It shall be the responsibility of all firms to assess their current overall workload, within the entire firm, advise the City of current status and decline any new work as necessary. The City's Contract Administrator will assess the consulting firm's work load, based on each assigned project's size and complexity, and re-distribute projects as necessary.

Project assignments will not be distributed based on dollar amounts, but rather on the size and complexity of the aggregate projects each firm currently retains. It shall be the Contract Administrator's responsibility to assign projects to firms in an equitable manner which best meets the City's needs at that time.

The use of other non-specified, in-house architectural services and sub-contracting will be permitted under this contract. However, the awarded firm shall not subcontract design services similar to what the firm provides, in an attempt to accept a contract when the firm's project capacity has been achieved. A list of subcontractors shall be submitted to the Contract Administrator and all sub-contractors are to be approved by the Contractor Administrator prior to the assignment of any specific project.

All firms shall provide the City an updated list of subcontractors every six (6) months, which will be subject for review/acceptance by the Contract Administrator throughout the term of the contract.

1.1 SCOPE OF SERVICES – CONT'D

B) Non-Performance

All task projects will have an identified term for project completion. Each project shall be evaluated with the Architect and a fair and reasonable completion date will be mutually agreed upon. All firms will be held accountable to project deadlines and are expected to meet all established completion dates or project milestones. If a firm continually fails to meet contracted deadlines, the City reserves the right to distribute all work to the other firm for the remainder of the contract, due to non-performance.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task project will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Architect for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Architect.

2.0 FEES AND PAYMENTS

2.1 FEE SCHEDULE

The amount paid to The Architect will not exceed \$_____.

The Architect will be paid at the hourly rates shown below:

2.2 PAYMENT APPROVAL

The time spent for each task must be recorded and submitted to the Contract Administrator. The Architect must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period.

Monthly payments will be made to the Architect on the basis of a progress report submitted by the Architect for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Architect's acceptance. However, not more than 90% of the total contract price will be paid before City's final acceptance of all completed work.

2.2 PAYMENT APPROVAL – CONT'D

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Architect on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

2.3 PRICE ADJUSTMENT

Price increases may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Purchasing Director and will be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be _____, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Architect in accessing the organization, audit billings, and approve payments. The Architect must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 TERM OF CONTRACT

The Term of the Contract is for a one (1) year period. The City and Architect may mutually agree to extend this contract for a maximum of two (2) additional one (1) year periods, upon the recommendation of the Contract Administrator, and concurrence of the Purchasing Director.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.3 TERMINATION OR CANCELLATION OF CONTRACT

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Architect.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with thirty (30) days written notice. If terminated, the Architect must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Architect will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Architect and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Architect's compensation will be based on this determination. The City will make this final payment within sixty (60) days after the Architect has delivered the last of the partially completed items. The Architect will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Architect's suppliers or Subcontractors, which the Architect could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with seven (7) days notice if the Architect defaults, or if the Architect fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Architect for any amount, and the Architect will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Architect is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Architect.

If the City cancels this Contract or any part of the Contract services, the City will notify the Architect in writing, and upon receiving notice, the Architect must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Architect must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Architect must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Architect fails to fulfill in a timely and proper manner its obligations, or if the Architect violates any of the terms of this Contract, the City may withhold any payments to the Architect for the purpose of setoff until the exact amount of damages due the City from the Architect is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Architect at least thirty (30) days before the end of its current fiscal period and will pay to the Architect all approved charges incurred through the end of that period.

3.5 AUDIT

The City may audit all of the Architect's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Architect's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Architect or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Architect's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Architect must require all Subcontractors, and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written contract between the Architect and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Architect to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Architect. Any adjustments and payments made as a result of the audit or inspection of the Architect's invoices and records will be made within a period of time not to exceed ninety (90) days from presentation of the City's findings to the Architect.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Architect.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Architect from any liability for the preparation of final construction plans by others.

3.7 COMPLETENESS AND ACCURACY

The Architect will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Architect and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Architect. Additional construction added to the project will not be the responsibility of the Architect unless the need for additional construction was created by any error, omission, or negligent act of the Architect. The City's acceptance of the Architect's work will not relieve the Architect of any of its responsibilities.

3.8 ATTORNEY'S FEES

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 SUCCESSORS AND ASSIGNS

This Contract will be binding upon the Architect, its successors and assigns, including any individual or other entity with or into which the Architect may merge, consolidate, or be liquidated, or any individual or other entity to which the Architect may sell or assign its assets.

3.10 ASSIGNMENT

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator.

3.11 SUBCONTRACTORS

The Architect may engage any additional Subcontractors as required for the timely completion of this Contract. If the Architect subcontracts any of the work required by the Contract, the Architect remains solely responsible for fulfillment of all the terms of this Contract.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Architectural Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Architect will not perform these additional services without a written Change Order approved by the City. If the Architect performs additional services without a Change Order, the Architect will not receive any additional compensation.

3.13 MODIFICATIONS

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 CONFLICT OF INTEREST

The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Architect any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Architect will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 TAXES

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City's use of the Architect's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 ARIZONA LAW

This Contract must be governed and interpreted according to the laws of the State of Arizona.

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Architect will comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The Architect will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

3.22 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Architect accepts 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. In addition, the Architect accepts the applicability to it of A.R.S. §34-301 and 34-302. The Architect will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Architect warrants to the City that the Architect and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Architect and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Architect or any of its Subcontractors will be considered a material breach of this Contract and may subject the Architect or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Architect or any Subcontractor who works on this Contract to ensure that the Architect or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Architect and any of its Subcontractors to ensure compliance with this warranty. The Architect agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Architect or any of its Subcontractors in material breach of this Contract if the Architect and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

3.22 COMPLIANCE WITH STATE LAWS – CONT'D

The provisions of this Article must be included in any contract the Architect 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 an Architect or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Architect will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Architect's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

3.23 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Architect acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through an Architect, must be accessible to the disabled public. Architect will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Architect agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Architect, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

3.25 VALUATION OF ARCHITECT'S PERFORMANCE

The Architect will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (linework, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.26 NOTICES

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

3.26 NOTICES – CONT'D

On behalf of the Architect:

On behalf of the City:

Scottsdale, AZ 85251

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 INDEPENDENT ARCHITECT

The services the Architect provides to the City are that of an Independent Architect, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Architect may be subject to I.R.S. provisions for payment of estimated income tax. Architect is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.28 INELIGIBLE BIDDER

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.29 INDEMNIFICATION

To the fullest extent permitted by law, the Architect must defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees against all allegations, demands, suits, actions, claims, damages, losses, expenses, attorney fees, court costs, cost of appellate proceedings, and all claim adjusting and handling expense arising out of any negligent or intentional acts, actions, errors, or omissions caused in whole or in part by the Architect. The Architect is defined as the Architect, its successors, assigns and guarantors, any subcontractor or anyone directly or indirectly employed by the Architect or subcontractor or anyone for whose acts the Architect or subcontractor may be liable and any injury or damages claimed by any of the Architect's and subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions

4.0 INSURANCE

The solicitation or contract contains the Standard ACORD Certificate.

The ACORD Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as shown on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Architect agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Architect, the Architect must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best rating of B++6 or above and with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Architect. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Architect from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Architect must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: If any required insurance policies are written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or service. The Architect must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for the 3 year period.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Architect is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Architect to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1 Insurance Representations and Requirements- Cont'd

- F. Use of Subcontractors: If any work is subcontracted in any way, the Architect must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Architect in this Contract. The Architect is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance: Before commencing any work or services under this Contract, the Architect must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Architect's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Architect must forward renewal Certificates to the City within ten (10) after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions:

1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. The Architect's insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Architect under this Contract.
4. Certificate must cite a 30-day advance notice of cancellation provision. If the ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

4.2 Required Coverage

- A. Commercial General Liability: The Architect must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent Architects, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Architect must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Architect, or anyone employed by the Architect, or anyone for whose acts, mistakes, errors and omissions the Architect is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Architect must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Architect must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Architect's owned, hired, and non-owned vehicles assigned to or used in the performance of the Architect's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Architect must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Architect's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 **SOFTWARE LICENSES**

If The Architect provides to the City any software licenses, the following provisions apply:

5.1 **SOURCE CODE AVAILABILITY**

- A. The Architect must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Architect becomes insolvent; or
 - 2. The Architect ceases to conduct business; or
 - 3. The Architect makes a general assignment for the benefit of creditors; or
 - 4. A petition is filed in Bankruptcy by or against the Architect.

5.2 SOURCE CODE AVAILABILITY – CONT'D

- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.3 PROPRIETARY PROTECTION

- A. The City agrees that if the Architect informs the City that the Software is confidential information or is a trade secret property of the Architect; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Architect must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Architect's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Architect must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

D. NON-INFRINGEMENT

The Architect warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Architect will defend, at the Architect's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Architect's opinion the Software is likely to become the subject of a claim of infringement, the Architect will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.3 THIRD PARTY LICENSE

The Architect must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Architect's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 AUTHORITY

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Before any contract payment will be made, it is necessary for the **successful** Contractor to provide a **REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM**, as indicated in this contract, prior to any contract payment being made. **This form is available, in PDF format from the Purchasing's website on the Vendor Resources page, listed under Forms:** <http://www.scottsdaleaz.gov/vendors.asp>.

This form can be submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

The City of Scottsdale, by its Mayor and City Clerk has subscribed their names this ____ day of _____, 2009.

CITY OF SCOTTSDALE

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

ARCHITECT:

By: _____

Its: _____

Bill Yazel, Purchasing Director

Pauline Hecker
Risk Management

Contract Administrator

APPROVED AS TO FORM:

Deborah W. Robberson
City Attorney

ACORD_{tm}					DATE (MM/DD/YY)	
CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
INSURED			COMPANY B			
			COMPANY C			
			COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT					GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person)) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO					AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE ☐ EXCL OFFICERS ARE:					WC STATU- TORY LIMITS ☐ OTHER EL EACH ACCIDENT \$ EL DISEASE . POLICY LIMIT \$ EL DISEASE . EA EMPLOYEE \$
	Other:					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER: (bid number).						
CERTIFICATE HOLDER ACORD 25-S (1/95)				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		
© ACORD CORPORATION 1988						