

**REQUEST FOR  
STATEMENTS OF QUALIFICATIONS  
("SOQ")**

**AIRPORT WILDLIFE HAZARD ASSESSMENT  
SOQ # 10AIR1001**

The City of Prescott hereby gives notice to solicit a company, firm or individual (hereinafter referred to as "Firm") with a strong background in the preparation and documentation of Wildlife Hazard Assessments in accordance with Federal Aviation Administration requirements for the Prescott Municipal Airport (PRC). The completed assessment must include all of the necessary elements of a WHA as outlined in Title 14 CFR 139.337 and must also include prioritized recommendations for mitigating the hazardous wildlife attractants identified.

The ideal Firm will be a qualified wildlife biologist meeting the requirements of the FAA and will have substantial experience in preparing a comprehensive, detailed study and evaluation of factors contributing to wildlife hazards at and within a 5-mile radius of the airport environment involving collecting systematic, quantitative data using on-site observations and wildlife surveys and combining such information with relevant information such as historical strike data and an evaluation of maintenance, patrol and wildlife mitigation procedures to prioritize recommended mitigation techniques.

Five copies and one original proposal must be submitted to the City Purchasing Manager at the Prescott City Hall located at 201 So. Cortez Street, Prescott, Arizona, 86303. Said proposals shall be submitted by **October 1, 2009 at 2:00 pm local time**. All proposals will be opened at that place and time. Late proposals will be rejected unopened. The envelope or box containing the proposals must be sealed and clearly marked **AIRPORT WILDLIFE HAZARD ASSESSMENT SOQ #10AIR1001**.

For a detailed prospectus and a proposal package visit the City website at [www.prescott-az.gov](http://www.prescott-az.gov), or make a written request to Airport Manager, 6546 Crystal Lane, Prescott AZ., 86301.

The City of Prescott reserves the rights to reject any and all proposals, or to waive any irregularity.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Elizabeth A. Burke, City Clerk

Requested dates of publication: 09/14/09, 09/21/09,

**REQUEST FOR  
STATEMENTS OF QUALIFICATIONS  
("SOQ")**

**AIRPORT WILDLIFE HAZARD ASSESSMENT  
SOQ # 10AIR1001**



Date Offered:	September 14, 2009
Closing Date & Time	October 1, 2009 2:00 P.M. Local Time
Contact Person:	Benjamin Vardiman, Airport Manager Ben.Vardiman@prescott-az.gov

CITY OF PRESCOTT  
6546 CRYSTAL LN.  
PRESCOTT, AZ 86301  
(928) 777-1114  
[www.prescott-az.gov](http://www.prescott-az.gov)

**SECTION II**  
**BACKGROUND AND GENERAL INFORMATION**

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The Prescott Municipal Airport (Ernest A. Love Field) is operated under the jurisdiction of the City of Prescott. Prescott Municipal Airport is the only commercial service airport servicing Yavapai County. The City of Prescott is empowered to provide for the development, operation, and maintenance of the airport and, with respect to aeronautical facilities and concessionaires, to negotiate agreements with the operators thereof.

**1. PURPOSE:**

The purpose of this SOQ is to solicit a company, firm or individual (hereinafter referred to as "Firm") with a strong background in the preparation and documentation of Wildlife Hazard Assessments in accordance with Federal Aviation Administration requirements for the Prescott Municipal Airport (PRC). The ideal candidate will be a qualified wildlife biologist meeting the requirements of FAA Advisory Circular (AC) 150/5200-36 and will have substantial experience in preparing a comprehensive, detailed study and evaluation of factors contributing to wildlife hazards at and within a 5-mile radius of the airport environment involving collecting systematic, quantitative data using on-site observations and wildlife surveys and combining such information with relevant information such as historical strike data and an evaluation of maintenance, patrol and wildlife mitigation procedures to prioritize recommended mitigation techniques. The contents of this document are provided as background and general information for Firms and as a guide for the City to evaluate submittals. The City reserves the right to accept or reject any submittal or negotiate with any or all of the firms.

**2. GENERAL DESCRIPTION OF PROJECT:**

This Project provides for the preparation of a Wildlife Hazard Assessment (WHA) in accordance with title 14 CFR 139.337 for Prescott Municipal Airport. The completed assessment will be a comprehensive, detailed study and evaluation of factors contributing to wildlife hazards at and within a 5-mile radius of the airport environment involving collecting systematic, quantitative data using on-site observations and wildlife surveys combined with relevant information such as historical strike data and an evaluation of maintenance, patrol and wildlife mitigation procedures. The completed assessment must include all of the necessary elements of a WHA as outlined in Title 14 CFR 139.337 and must also include prioritized recommendations for mitigating the hazardous wildlife attractants identified.

**3. BACKGROUND:**

The project is located on Ernest A. Love Field approximately seven miles north of downtown Prescott Arizona on Highway 89. Information about the airport can be found at [www.prescott-az.gov](http://www.prescott-az.gov). The Prescott Municipal Airport is one of the nation's busiest general aviation airports with approximately 240,000 operations per year. Home to Embry-Riddle Aeronautical University's western campus, a United States Forest Service aviation facility supporting aerial firefighting during the summer and a growing list of airport business – both on-airport aviation-related and businesses located in the adjacent business park, the airport is developing into a regional airport to support the aviation needs of the North-Central Arizona area. The airport is certified by the FAA as an FAR Part 139 airport with scheduled airline service currently provided by Beech 1900D and Q-400 aircraft to Phoenix, AZ, Ontario, CA, and Los Angeles, CA.

**SECTION III**  
**SCOPE OF PROJECT**

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In accordance with the City of Prescott Procurement Code and Federal Grant requirements, the City of Prescott is accepting Statements of Qualifications to provide for a Wildlife Hazard Assessment for the Prescott Municipal Airport.

**1) SCOPE OF WORK**

A Wildlife Hazard Assessment (WHA) is a comprehensive, detailed study and evaluation of factors contributing to wildlife hazards at and within a 5-mile radius of the airport environment. A qualified airport wildlife biologist (Advisory Circular 150/5200-36) accomplishes this process by collecting systematic, quantitative data using on-site observations and wildlife surveys and combining such information with relevant information such as historical strike data and an evaluation of maintenance, patrol and wildlife mitigation procedures.

Specific to the conduct of a WHA, 14 CFR Part 139.337 states:

(c) The wildlife hazard assessment required in paragraph (b) of this section must be conducted by a qualified wildlife damage management biologist (AC 150/ 5200-36) who has professional training and/or experience in wildlife hazard management at airports or an individual working under direct supervision of such an individual. The wildlife hazard assessment must contain at least the following:

- (1) An analysis of the events or circumstances that prompted the assessment.
- (2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- (3) Identification and location of features on and near the airport that attract wildlife.
- (4) A description of wildlife hazards to air carrier operations.
- (5) Recommended actions for reducing identified wildlife hazards to air carrier operations.

The assessment shall be a minimum of four seasons or 12 months to adequately assess the seasonal patterns of birds and other wildlife using the airport and surrounding area during an annual cycle. Specifically, the WHA will be undertaken to sample bird, mammal, and reptilian species and frequency, seasonal and behavioral activities, and locations of wildlife activity and attractants in relation to the airport. Data will be analyzed and a final report provided. The completed assessment must include all of the necessary elements of a WHA as outlined in Title 14 CFR 139.337 and must also include prioritized recommendations for mitigating the hazardous wildlife attractants identified.

The projects are funded in the Airport Enterprise Fund Budget with the assistance of grants from both the State of Arizona and the Federal Aviation Administration. The amount allocated for fees will be negotiated with the firm found best qualified. The Firm will be paid for services not to exceed the negotiated amount unless amended with a contract change order. A detailed scope of work and cost for project services will be negotiated once funding has been approved. The project will be conducted within the parameters and requirements of a negotiated contract. The project will be subject to the availability of funding and nothing shall obligate the City to proceed with any or all of the project. All work shall be accomplished in compliance with all State, Federal and local guidelines and regulations including the Environmental Protection Agency and Arizona Environmental Statutes. .

**1. MINIMUM QUALIFICATIONS.**

Only those submittals received on time and in proper form will be accepted. Firms who provide evidence that they are fully competent, have the necessary experience, organization and financial capacity to fulfill the requirements of this SOQ, and who can provide evidence of all necessary certificates and licenses, will be considered. After receipt of the submittals, the City will rank the eligibility of each Submittal to be considered under section VIII of this RFP.

The following minimum experience criteria have been established as a basis for qualifying the eligibility of a Firm as shown below:

- a) A “qualified airport wildlife biologist” must:
  - a. Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards; or be designated as a Certified Wildlife Biologist by The Wildlife Society (<http://www.wildlife.org>) and,
  - b. Have taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator and,
  - c. While working under the direct supervision of a qualified airport wildlife biologist, have conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in §139.337(c)). and,
  - d. Have successfully complete at least one of the following within the past 3 years:
    - (1) An airport wildlife hazard management training course that is acceptable to the FAA Administrator or,
    - (2) Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting, or,
    - (3) Other training acceptable to the FAA Administrator
- b) Must be able to provide the documentation verifying they meet the requirements outlined above
- c) Recent experience in projects comparable to the proposed project.
- d) Demonstrated success in project monitoring and management including the preparation of grant documents and payment requests for similar projects for the Western-Pacific Region of the FAA.
- e) Experience of key personnel and availability of these individuals for these projects.
- f) Knowledge of applicable FAA regulations, policies, and procedures.
- g) Recent experience with public information and community involvement programs and/or public hearings related to airport development and planning projects.
- h) Reputation for personal and professional integrity and competence.
- i) Current workload and ability to meet project schedules or deadlines.
- j) Must be able to successfully apply for and receive an airport security badge and must be able to successfully pass an airfield driving and familiarity test.

**2. RESPONSIBILITY OF SUCCESSFUL FIRM.**

Within TEN (10) CALENDAR days of being notified by the City of Prescott the successful Firm shall provide the detailed scope of work, fee schedule and project schedule to the City. Within **THIRTY (30) CALENDAR** days of being notified by the City of Prescott, the successful Firm shall enter into the Standard City Consultant Services Agreement. Upon Notification to Proceed, the successful Firm shall conduct, prepare, and provide the appropriate reviews, documents and all associated tasks, including but not limited to public outreach and grant administration duties, for the project at Prescott Municipal Airport (PRC) identified above in accordance with the previously stated agreement.

**3. PROJECT LOCATION AND SCHEDULE**

The Project Site Map is included as Exhibit “A” which is attached hereto and incorporated herein.

**4. SCHEDULE**

SOQ Published.....	09/14/2009
Receive Submittals.....	10/01/2009
Interview Top 3 Firms.....	10/16/2009
Select One Firm .....	10/23/2009
Negotiate with Firm thru .....	11/23/2009
Approval of Contract by City Council .....	12/08/2009
Notice to Proceed.....	12/10/2009

The Schedule above is provided for reference only. The City reserves the right to amend the schedule above as deemed necessary or appropriate by the City staff.

5. **STANDARD CITY CONSULTANT SERVICES AGREEMENT**

A sample Standard Consulting Services Agreement, attached as Exhibit "B", which includes City insurance requirements, etc., is attached for reference. This Exhibit does not need to be submitted with the response to the SOQ. The final contract agreement shall incorporate the negotiated Scope of Work and Engineering fees and may have alternate or additional provisions than the sample. The City will manage the consultant contract and has appointed the Airport Manager or his designee to facilitate the coordination effort and direct the exchange of information related to the work performed. All work performed by the consultant and sub-consultants shall be submitted directly to the City Airport Manager.

## SECTION V

### GENERAL TERMS AND CONDITIONS

**1. INSURANCE REQUIREMENTS:**

Prior to commencement of operation, the successful Firm shall procure and maintain insurance as specified by the City for all activities to be conducted by the Firm.

**2. BINDING OFFER:**

A Firm's submittal shall remain valid for a period of thirty (30) days following the Submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a submittal shall be taken as prima facie evidence that the Firm has familiarized itself with the contents of the SOQ.

**3. COMPLIANCE.**

Firm shall comply with all local, State and federal directives, orders and laws as applicable to this submittal and subsequent agreement including completion of Company's work.

**4. CANCELLATION AND NON-EXCLUSIVITY OF AGREEMENT:**

The successful Firm understands and agrees that any resulting contractual relationship is non-exclusive and may be cancelled at any time. The City of Prescott reserves the right to cancel the agreement at any time at its sole discretion and/or seek similar or identical services (subject to minimum development and performance standards) elsewhere if deemed in the best interests of the City.

**5. COLLUSION:**

Submittals may be rejected if there is reason for believing that collusion exists among Firms, and no participant in such collusion will be considered in any future submittals for the operation of any concession for the next six (6) months following the date of the Submittal submission.

**6. HOLD HARMLESS:**

The Firm 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 Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Firm 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 Firm has or may have against the City, its agents or employees, arising out of or in any way connected with the Firm's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

**7. GOVERNANCE:**

If any of the language or information in this Submittal conflicts with language in the Agreement as prepared by the City of Prescott, the language of the final Agreement, as executed, will govern.

**8. PUBLIC DISCLOSURE:**

All Submittals and other materials or documents submitted by Firm in response to this SOQ will become the property of the City of Prescott and will not be released to the public until after the selection or rejection of any or all submittals.

**9. CONFLICT OF INTERESTS**

Pursuant to A.R.S. 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract

**SECTION VI**  
**SUBMITTAL REQUIREMENTS AND SUBMITTAL**

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Firms are advised to carefully follow the instructions listed below in order to be considered fully responsive to this SOQ. Submittals sent by facsimile (FAX) or electronic mail will **NOT** be accepted. Any Submittal received after **2:00pm on October 1, 2009** shall be deemed unresponsive and will be returned to Firm unopened.

Firm shall carefully review and address all of the evaluation factors previously outlined in this SOQ as well as responding to *all* questions contained here-in. In order to be considered, Firm must be able to demonstrate that it meets the minimum qualifications established in the SOQ and has the resources, both staff and financial, to satisfactorily meet the requirements of this SOQ.

**1. NUMBER OF SUBMITTALS:** **One (1) Original** (clearly marked "ORIGINAL") and **Five (5) Copies** (clearly marked "CITY"). All submittals shall be marked as **AIRPORT WILDLIFE HAZARD ASSESSMENT SOQ #10AIR1001**. The maximum size of the submittals, including all attachments, diagrams, or other information shall not exceed thirty (30) pages.

**2. DELIVERY OF SUBMITTALS:**

The delivery of the submittal to the City of Prescott prior to the deadline is solely and strictly the responsibility of the Firm. **The delivery deadline is October 1, 2009 at 2:00 pm local time.** The City of Prescott will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

2.1 Hand Delivery: City of Prescott  
Dawn Foster, Purchasing Manager  
201 S. Cortez Street  
Prescott, AZ 86303

2.2 Mail or Courier Delivery: City of Prescott  
Dawn Foster, Purchasing Manager  
201 S. Cortez Street  
Prescott, AZ 86303

**3. EXECUTION OF SUBMITTAL:**

Firm shall execute the Submittal, or an official of Firm's firm authorized to do so as stated in this SOQ under - Acknowledgement of Submittal Required.

**4. REJECTION OF SUBMITTALS:**

The SOQ shall in no manner be construed as a commitment on the part of the City to award a contract. The City of Prescott reserves the right to reject any or all submittals; to waive minor irregularities in the SOQ process or in the responses thereto; to re-advertise this SOQ; to postpone or cancel this process; and to change or modify the SOQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

- a. Submission of more than one (1) submittal by an individual, firm, partnership, or corporation under the same or different names.
- b. Submission of an incomplete submittal.
- c. Firm's failure to satisfactorily perform any present or previous obligation to the City.
- d. Any other conduct or circumstance which by law requires rejection of a submittal.

**5. COST OF PREPARATION:**

The cost of preparing a submittal to this SOQ shall be borne entirely by the Firm.

**6. SOQ COMPLIANCE:**

It is the responsibility of each Firm to examine carefully this SOQ and to judge for itself all of the circumstances and conditions which may affect its submittal and subsequent performance, operation and management pursuant to the Agreement. Any data furnished by the City is for informational purposes only and is not warranted. Firm's use of any such information shall be at Firm's own risk. Failure on the part of any Firm to examine, inspect, and to be completely knowledgeable of the terms

and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Firm from fully complying with this SOQ. Submittals submitted early by Firms may be withdrawn or modified prior to the Submittal deadline. Such requests must be in writing. Modifications received after the Submittal deadline will not be considered.

**7. REQUESTS FOR INTERPRETATION OR CLARIFICATION:**

If any prospective Firm finds discrepancies or omissions or there is doubt as to the true meaning of any part of the SOQ, a written request for a clarification or interpretation must be submitted in writing, addressed to the Airport Manager at the address listed on the cover of this SOQ. E-mail requests for interpretations will also be accepted for this project at [ben.vardiman@prescott-az.gov](mailto:ben.vardiman@prescott-az.gov).

It is the responsibility of the Firm to verify the City has received the written or e-mail request. To be given consideration, such requests must be received at least ten (10) business days prior to the due date set for the submission of submittals. All such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be sent to each person formally requesting, directly from the Airport Manager, a copy of this SOQ at the respective mailing address, e-mail address, or fax number furnished for such purposes prior to the date fixed for the deadline for Submittals. Failure of any Firm to receive any such addendum or interpretation shall not relieve said Firm from any obligation contained therein. Any objection to the specifications and requirements as set forth in this SOQ must be filed in writing with the City of Prescott not less than ten (10) business days prior to the Submittal deadline.

**8. WARRANTY:**

The Firm warrants that the Submittal is not made in the interest of or on behalf of any undisclosed party; that the Firm has not, directly or indirectly, induced any other Firm to submit a false Submittal; or that the Firm has not paid or agreed to pay to any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in attempting to procure the contract for the privileges granted herein.

**9. OPENING:**

All submittals will be opened and evaluated, after the published ***Submittal deadline of 2:00pm on October 1, 2009*** at the City of Prescott City Hall by the Purchasing Manager, 201 S. Cortez Street, Prescott, AZ. See Section VIII, Evaluation and Selection Process, for further information.

**10. SUPPLEMENTAL INFORMATION:**

The City of Prescott reserves the right to request any supplementary information it deems necessary to evaluate Firm's experience or qualifications. This may include: supplemental financial information, schedule interview(s) and/or additional presentations by the Firm.

**SECTION VII**  
**SUBMITTAL FORM**

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Submittals shall be typed, double-spaced with each page numbered at the bottom, and using one side of the paper only on 8 ½ x 11 sheet size paper. Firm shall respond to all questions and requirements below in the following format. All questions must be completed in full, as a condition of the SOQ. Submittals shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and TABS with each section title. Resumes and relevant project descriptions may be included in two (2) appendices (Appendix A - Resumes and Appendix B - Project Descriptions). Submittals shall not exceed thirty (30) pages maximum (single sided) including all maps, diagrams or other materials.

**DO NOT INCLUDE PRICE INFORMATION IN YOUR SUBMITTAL.** Selection will be based on qualifications first – then a price will be negotiated with the selected Firm.

Firms are asked to pre-qualify themselves by completing the following information. The City requests that submittals be formatted and sequenced in the following order:

**A. FIRM'S COMPANY BACKGROUND:**

1. Legal name of entity, entities or joint venture
2. Contact information to include mailing address, phone, and fax of each company to be involved in the project including sub-contractors.
3. Attach a description or organizational chart of the Firm's proposed management structure depicting project staff personnel and their responsibilities, including sub-contractors, if any. Identify the individual that will be the primary day-to-day contact on this project and include their contact information including email. Indicate the process that will be implemented to maintain awareness and interaction between project team members.
4. Identify in the Statement all other firms on the team and their role including any DBE firms and their responsibilities. The selected firm will have to comply with the City and DOT Regulations 49 CFR part 26. A copy of the Airport's DBE program is available upon request. The consultant will be required to submit monthly status reports to the FAA
5. Appropriate State of Arizona design professional registration, licensure and construction contracting licenses

**B. FIRM'S COMPANY EXPERIENCE:**

1. Provide a list and brief description of relevant airport WHA projects and associated work performed by the Firm in the FAA Western Pacific Region within the last five (5) years to include:
  - a) Project Name
  - b) Project Location
  - c) Contact Person, title, Phone number and/or email
  - d) Date of project (year)
  - e) A description of project scope provided.Complete project descriptions may be included in Appendix B.

**C. PROPOSED PROJECT SCOPE OF WORK AND SCHEDULE:**

1. Project Approach.
  - a) Provide a proposed Scope of Work. Such Scope of Work must demonstrate the Firms understanding of the primary components of the proposed projects and their potential issues. Identify methodologies and approaches to be used to address the following: analysis and resolution of environmental issues; public scoping process; public hearings; proposed process for coordinating with the FAA, the City, and other consultants' work efforts; community education and stakeholder outreach, including production of web site content (not web design) for public information; and NEPA

documentation schedule. Identify specific responsibilities of each of the proposed staff/team members and sub-consultants.

2. Project Schedule.
  - a) Provide a schedule for completing the project on time and within budget, while maintaining deliverable quality.

**D. QUALIFICATION/AVAILABILITY OF KEY PERSONNEL**

1. Provide documentation of the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards; or to be designated as a Certified Wildlife Biologist by The Wildlife Society (<http://www.wildlife.org>).
2. Provide documentation of attendance at an airport wildlife hazard management training course acceptable to the FAA Administrator.
3. If working under the direct supervision of a qualified airport wildlife biologist, provide documentation of having conducted at least one Wildlife Hazard Assessment acceptable to the FAA Administrator (as described in §139.337(c)).
4. Provide documentation showing successful completion of at least one of the following within the past 3 years:
  - (1) An airport wildlife hazard management training course that is acceptable to the FAA Administrator or,
  - (2) Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting, or,
  - (3) Other training acceptable to the FAA Administrator

**E. REFERENCES AND ADDITIONAL INFORMATION:**

Attach any other background information about the qualifications and experience of Firm's organization or personnel that may be useful to the City in evaluating your capabilities.

**G. INSURANCE AND INSURABILITY:**

Firm shall attach hereto a current insurance certificate outlining limits and a letter from Firm's current insurance company stating that the insurance company would provide insurance at the limits required by the City.

**H. EXCEPTIONS AND ASSUMPTIONS NOTED:**

Firm shall request any changes or exceptions to any part of this SOQ in writing as part of their submittal submittal. List all assumptions upon which the response to the SOQ is based. Assumptions may be related to available data, schedule, interim and final work products, or other aspects of the requested work effort.

## SECTION VIII

### EVALUATION AND SELECTION PROCESS

**1. OBJECTIVE:**

It is the City's intention to solicit Submittals from potentially qualified Firms; to evaluate their Submittals; and to award a contract to the Firm whose Submittal is determined to serve in the best interest of the City of Prescott.

**2. EVALUATION AND RECOMMENDATION:**

An evaluation committee, consisting of City staff, will review and evaluate all qualified Submittals received by the submittal date as set forth in this SOQ, or as amended by addenda. The City reserves the right to request additional information and clarification of any information submitted, including any omission from the original Submittal. After receipt of the submittals the City will rank the eligibility of each Submittal to be considered. All Submittals will be treated equally with regard to this item. Based on its review, the committee will prepare a tabulation of all firms, indicating the top three (3) scoring firms.

In order to achieve maximum scores, Firms must demonstrate to the City's Evaluation Team that they are fully qualified to provide the services required by this SOQ. Fully qualified Submittals will have the qualifications (financial resources, expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of the SOQ.

The City and FAA will follow the selection procedures outlined in *FAA Advisory Circular AC 150/5100-14D*. The firm considered by the Selection Committee to be the most highly qualified will be selected for the project, after which discussions will be initiated with that firm to finalize the scope of services and negotiate a contract. The Statements of Qualifications (SOQs) submitted will be reviewed and ranked by the Selection Committee using the following selection criteria:

- |  |             |
|--|-------------|
| a) Documentation of the requirements of Section VII Paragraph D  | <b>40%</b>  |
| b) Recent experience in projects comparable to the proposed project.   | <b>20%</b>  |
| c) Demonstrated success in project monitoring and management including the preparation of grant documents and payment requests for similar projects for the Western-Pacific Region of the FAA. | <b>10%</b>  |
| d) Experience of key personnel and availability of these individuals for these projects.   | <b>5%</b>   |
| e) Knowledge of applicable FAA regulations, policies, and procedures.  | <b>10%</b>  |
| f) Recent experience with public information and community involvement programs and/or public hearings related to airport development and planning projects.                                   | <b>2.5%</b> |
| g) Reputation for personal and professional integrity and competence.  | <b>10%</b>  |
| h) Current workload and ability to meet project schedules or deadlines.  | <b>2.5%</b> |

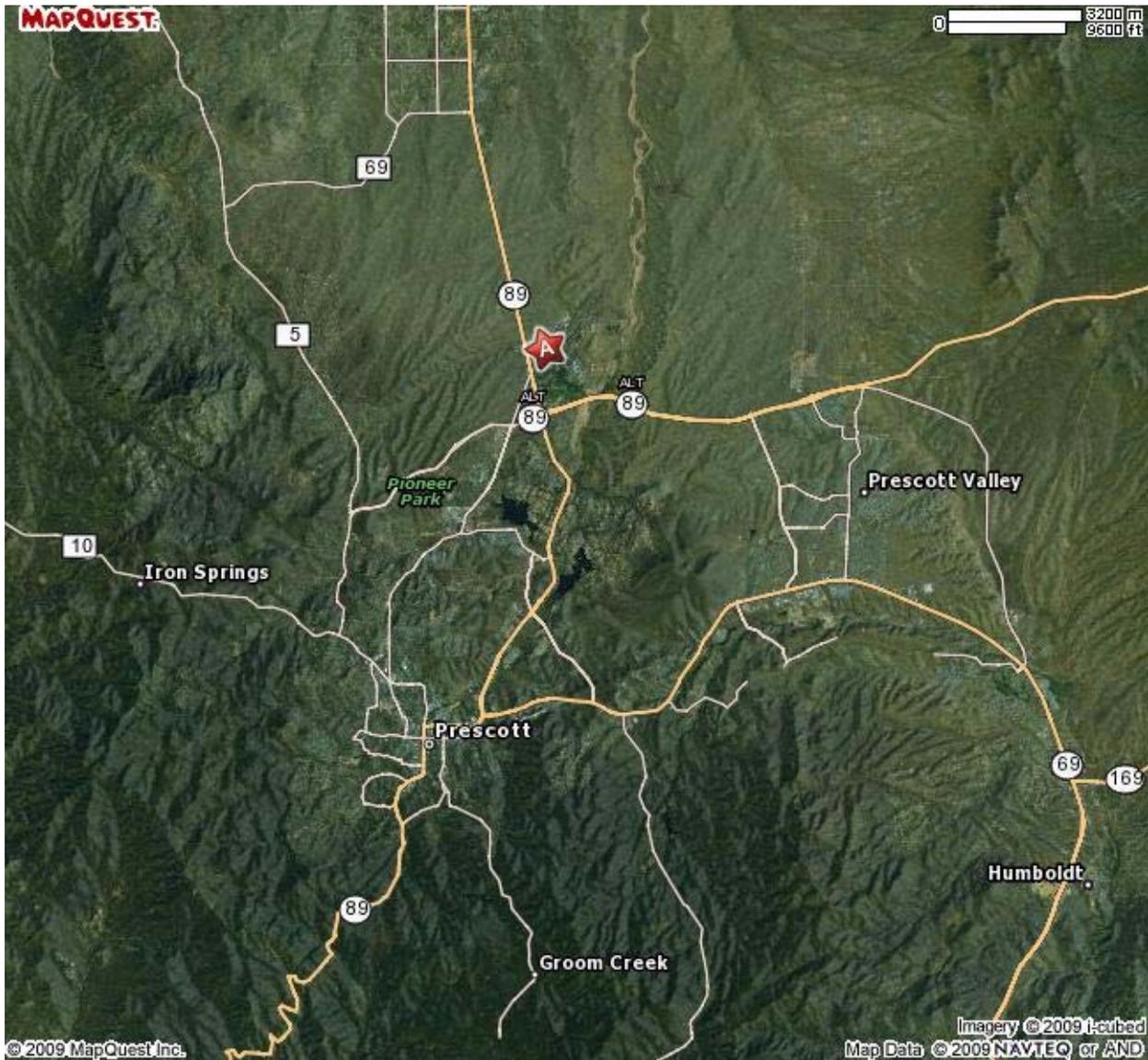
**3. CONFLICT OF INTEREST**

Pursuant to A.R.S. Section 38-511, the City of Prescott 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 consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of Prescott 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 of Prescott from any other party to the agreement arising as a result of this agreement.

**4. CONTRACT EXECUTION:**

Contingent upon successful negotiations with the selected Firm, the City of Prescott will transmit to the Firm copies of the actual Agreement for execution. The Firm agrees to deliver three (3) duly executed Agreements to City within **THIRTY (30)** calendar days from the date of receipt of said notice and Agreements. Upon receipt of the executed agreement from the Firm, the City will seek authorization from the City Council to execute the agreement within thirty (30) calendar days. The agreement shall have no force or effect on the City unless and until it is approved by formal action of the Prescott City Council.

# EXHIBIT A Project Site Map



# EXHIBIT B

## Sample City Consultant Services Agreement

### CONSULTANT AGREEMENT

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

WHEREAS \_\_\_\_\_,  
(hereinafter referred to as "Consultant") has expertise in Airport Wildlife Hazard Assessments.

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 Consultant shall provide those services to the City on an as-needed basis, as more particularly identified in the attached Exhibit "A", and as requested by the Airport Manager or his designee, hereinafter referred to as the Project Manager. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

2. In addition to those services identified in the attached Exhibit "A", the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit "A", but necessary to the full and effective performance of the tasks specifically referenced.

3 Consultant shall provide sufficient qualified personnel, upon reasonable notice 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. (A) The term of this agreement shall be from \_\_\_\_\_ through \_\_\_\_\_. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City no later than mutually agreed upon dates as shown in Exhibit "B".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. It may also be terminated by the City in the event that funding for the City's payments hereunder is dependent on grants or other commitments of funds from another governmental agency and those funds are terminated or substantially reduced for any reason. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

5. It is agreed by and between the parties that this Agreement incorporates the City's Request for Bids or Submittals and the Consultant's response thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

6. Pursuant to A.R.S. Section 38-511, the City of Prescott 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 consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of

Prescott 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 of Prescott from any other party to the agreement arising as a result of this agreement.

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

City of Prescott  
Airport Manager  
6546 Crystal Ln  
Prescott, AZ 86301

With copies to: City of Prescott  
City Clerk  
PO Box 2059  
Prescott, AZ 86302

Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant 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, Consultant 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, Consultant 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 workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

9. This Agreement is non-assignable by the Consultant.

10. (A) The City shall pay to Consultant a total sum not to exceed \$\_\_\_\_\_. for the complete performance of all services specified in Sections 1, 2 and 3 of this Agreement.

(B) The Consultant shall bill the City monthly for the percentage of the fee corresponding to the percentage of the Consultant's services which have been performed during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

(C) Payment of the total amount provided for under Section 10(A) shall not relieve Consultant 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 Consultant shall charge and City shall pay a mutually agreed hourly fee.

(D) Prior to the final payment to the Consultant, 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 Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the City any information necessary to determine the total amount(s) due.

11. 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 the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

12. This agreement shall be construed under the laws of the State of Arizona.

13. All original and/or sealed drawings, specifications, and other work product of the Consultant 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. Consultant shall not be responsible for any damages resulting from unapproved modification of such work products by the City or its agents, or from their use for any purpose other than that for which they were intended and furnished. 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 work and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

14. This Agreement, Exhibit "A", and Exhibit "B" represent the entire and integrated Agreement between the City and the Consultant and supersede 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 Consultant. 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.

15. 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 provisions, 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.

16. The Consultant shall, within ten (10) calendar days after the execution of the Agreement and before awarding any subcontract, furnish the City with a list of proposed subcontractors, and shall not employ any that the City may object to as incompetent or unfit.

17. The Consultant 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 Consultant's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Consultant 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 Consultant has or may have against the City, its agents or employees, arising out of or in any way connected with the Consultant's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

18. 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 modifications shall be introduced in any proceeding.

19. (A) The Consultant 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 limits not less than \$1,000,000.00. Liability insurance shall provide the following coverages:

- a) Comprehensive General Liability ("explosion, collapse, and underground" and "products/ completed operations" coverage may be excluded);
- b) Errors and Omissions (professional malpractice);
- c) Automobile Liability.

(B) All insurance and bonds 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 ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

(C) Prior to commencing work under this Agreement, the Consultant shall provide the City with evidence that he/she 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 he/she employs no persons subject to the requirement for such coverage.

20. The Consultant, with regard to the 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 subcontractors, including procurement of materials and leases of equipment. The Consultant 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, and Executive Order 99-4.

21. All time limits stated in the contract documents are of the essence of the contract and should the Consultant fail to complete the work required to be done on or before the time for completion as set forth in these contract documents, including any authorized extensions of time, it is mutually agreed and understood by and between the parties that the public will necessarily suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$125.00 per day for each and every day's delay in the completion and acceptance of the work required to be done by the Consultant subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the City and Consultant agree to fix said sum of \$125.00 per day for each and every such day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Consultant on or before the time of completion and acceptance and, in the case of such breach, the City is hereby authorized to deduct said amount from the amount due the Consultant under the contract. In the event the remaining balance due the Consultant is insufficient to cover the full amount of assessed

liquidated damages, then the Consultant or the surety on the bonds (if any) shall pay the difference to the City.

22. 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 Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH BURKE  
City Clerk

\_\_\_\_\_  
GARY D. KIDD  
City Attorney

CONSULTANT

By: \_\_\_\_\_